HAWLEY TEAM

HOMEOWNERS' ASSOCIATION DOCUMENTS

Bonita Isles

Bonita Isles Homeowners' Association, Inc.

9483 Isla Bella Circle, Bonita Springs, Florida 34135

Sixteen sections in one file, 236 pages, ordered with what a buyer asks about first.

Every page is numbered and the contents are clickable, down to each individual amendment. The whole file is searchable, including the recorded instruments, which arrived as scans and have had a text layer added.

The Declaration of 2013 has been amended ten times. Every amendment was pulled from the Lee County Clerk and is reproduced here in the order it was recorded, because several of them change what an owner pays and what the association maintains.

Bonita Isles is a homeowners' association of fee-simple lots. It is not a condominium, so there is no condominium certificate and no Chapter 718 package.

Compiled 11 November 2026 by The Hawley Team · teamhawley.com

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2026 approved budget and the assessment per unit

2 Rules and Regulations — pages 8–29
Adopted 14 May 2019, amended 11 November 2021. Pets, leasing, parking, signs, pools

3 Board resolution adopting the amended rules — pages 30–33
Adopted 10 November 2025

4 Declaration of Covenants, Conditions and Restrictions — pages 34–83
Recorded 10 January 2013, Instrument 2013000008532

5 Amendments, in the order they were recorded — pages 84–158
Ten instruments from the Lee County Clerk. The Declaration of 2013 does not stand alone and must be read with these

- 22 December 2015 — pages 84–85
  Declaration, Article VI. How the annual assessment is divided between attached and detached units
- 29 December 2016 — pages 86–88
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- 31 May 2017 — pages 89–92
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- 27 August 2018 — pages 93–96
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- 26 June 2019 — pages 120–142
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- 23 December 2021 — pages 143–145
  Declaration, Article VI. The $350 start-up assessment is replaced by a resale capital assessment of $1,000
- 5 January 2023 — pages 146–148
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BONITA ISLES ASSESSMENT SUMMARY
2026

HOME ASSESSMENTS

	2025 ANNUAL PER UNIT	2025 MONTHLY PER UNIT	2026 ANNUAL PER UNIT	2026 MONTHLY PER UNIT
OPERATING ASSESSMENT	$4,615	$384	$4,606	$384
RESERVE ASSESSMENT	$311	$26	$311	$26
TOTAL	$4,926	$410	$4,917	$410

VILLA ASSESSMENTS

	2025 ANNUAL PER UNIT	2025 MONTHLY PER UNIT	2026 ANNUAL PER UNIT	2026 MONTHLY PER UNIT
OPERATING ASSESSMENT	$4,615	$384	$4,606	$384
RESERVE ASSESSMENT	$898	$75	$898	$75
TOTAL	$5,512	$459	$5,504	$459

DATE PREPARED: NOVEMBER 10, 2025

Bonita Isles HOA APPROVED BUDGET FOR THE PERIOD JANUARY, 2026 THRU DECEMBER, 2026

# of Units: 225

Description	2025 YTD BALANCE	THREE MONTH ESTIMATE	12/31/2025 PROJECTED BALANCE	APPROVED 2025 BUDGET	VARIANCE PROJECTION VS. BUDGET	2026 APPROVED BUDGET	COST PER MONTH	COST PER UNIT PER MONTH	NOTES
OPERATING & RESERVE INCOME									
6010 Owner Maintenance Income	$ 777,892	$ 260,432	$ 1,038,324	$ 1,038,324	$ -	$ 1,036,425	$ 86,369	$ 384	
6020 Reserve Assessment Income	$ 101,750	$ 33,917	$ 135,667	$ 135,667	$ -	$ 135,666	$ 11,306	$ 50	
6035 Capital Contributions	$ 36,000	$ 6,000	$ 42,000	$ -	$ 42,000		$ -	$ -	
6040 Late Charges	$ 760		$ -	$ -	$ -	$ -			
6060 Bank Interest - Operating	$ 3,972	$ 414	$ -	$ -	$ -	$ -			
6094 Gate & Access Fees	$ 715	$ 75	$ 790	$ -	$ 790	$ -	$ -	$ -	
6210 Transfer Fees	$ 2,000	$ 200	$ 2,200	$ -	$ 2,200	$ -			
6290 Miscellaneous Income	$ 2,206		$ 2,206	$ -	$ 2,206	$ -			
Total Operating & Reserve Income	**$ 925,295**	**$ 301,038**	**$ 1,221,187**	**$ 1,173,991**	**$ 47,196**	**$ 1,172,091**	**$ 97,674**	**$ 434**	
TOTAL INCOME	**$ 925,295**	**$ 301,038**	**$ 1,221,187**	**$ 1,173,991**	**$ 47,196**	**$ 1,172,091**	**$ -**	**$ -**	

OPERATING EXPENSE

ADMINISTRATIVE									
7010 Legal	$ 9,878	$ 1,917	$ 11,795	$ 10,000	$ 1,795	$ 12,000	$ 1,000	$ 43	
7020 Filing Fees - State of Florida	$ 61		$ 61	$ 62	$ (1)	$ 62	$ 5	$ 0	Florida Corp Fee
7030 Accounting Fees	$ 6,355		$ 6,355	$ 5,850	$ 505	$ 6,000	$ 500	$ 22	audit and tax return
7050 Management Fees	$ 41,363	$ 13,787	$ 55,150	$ 55,150	$ -	$ 57,912	$ 4,826	$ 210	5% increase
7060 Professional Fees	$ 839	$ -	$ 839	$ -	$ 839	$ 8,050	$ 671	$ 29	electronic voting/SFWMD reporting
7120 Income Taxes	$ 7,859		$ 7,859	$ -	$ 7,859	$ 7,500	$ 625	$ 27	
7140 Office Expense	$ 4,594	$ 1,531	$ 6,125	$ 6,125	$ -	$ 6,431	$ 536	$ 23	increase due to postage increase, supplies incr etc
7164 Social Committee Programs	$ 610	$ 5,390	$ 6,000	$ 6,000	$ -	$ 6,000	$ 500	$ 22	
7170 Misc Administrative Expense	$ 3,618	$ 500	$ 4,118	$ 3,000	$ 1,118	$ 4,000	$ 333	$ 14	statements, misc mailings, Zoom
7172 Website	$ 956		$ 956	$ 25,500	$ (24,544)	$ 6,550	$ 546	$ 24	webmaster if needed $6000 website year $550
Total Administrative Expense	**$ 76,133**	**$ 23,125**	**$ 99,258**	**$ 111,687**	**$ (12,429)**	**$ 114,505**	**$ 9,542**	**$ 415**	
INSURANCE									
7510 Insurance - Package	$ 35,286	$ 9,999	$ 45,285	$ 52,984	$ (7,699)	$ 40,664	$ 3,389	$ 147	reduced premium
7534 Insurance Appraisal	$ 330	$ -	$ 330	$ 330	$ -	$ 330	$ 28	$ 1	annual renewal
Total Insurance Expense	**$ 35,616**	**$ 9,999**	**$ 45,615**	**$ 53,314**	**$ (7,699)**	**$ 40,994**	**$ 3,416**	**$ 149**	
UTILITIES									
7630 Sewer & Water	$ 2,109	$ 700	$ 2,809	$ 3,000	$ (191)	$ 3,200	$ 267	$ 12	
7640 Electricity	$ 36,270	$ 13,000	$ 49,270	$ 55,000	$ (5,730)	$ 60,000	$ 5,000	$ 217	includes new well
7650 Internet - Comcast	$ 7,745	$ 2,610	$ 10,355	$ 12,000	$ (1,645)	$ 10,360	$ 863	$ 38	decreased comcast cost, new service agreement 2024
Total Utilities Expense	**$ 46,124**	**$ 16,310**	**$ 62,434**	**$ 70,000**	**$ (7,566)**	**$ 73,560**	**$ 6,130**	**$ 267**	

Description	2025 YTD BALANCE	THREE MONTH ESTIMATE	12/31/2025 PROJECTED BALANCE	APPROVED 2025 BUDGET	VARIANCE PROJECTION VS. BUDGET	2026 APPROVED BUDGET	COST PER MONTH	COST PER UNIT PER MONTH	NOTES
AMENITIES									
7810 IC Repair	$ 19,656	$ 3,000	$ 22,656	$ 13,000	$ 9,656	$ 15,000	$ 1,250	$ 54	
8010 Pool Maintenance Contract	$ 13,725	$ 4,575	$ 18,300	$ 18,300	$ -	$ 18,300	$ 1,525	$ 66	no increase
8020 Pool Repairs	$ 2,694	$ 5,306	$ 8,000	$ 8,000	$ -	$ 8,000	$ 667	$ 29	
8030 Pool Permits	$ 300		$ 300	$ 300	$ -	$ 300	$ 25	$ 1	Dept of Health cost
8036 Pool Furniture	$ -	$ 1,000	$ 1,000	$ 1,000	$ -	$ 2,000	$ 167	$ 7	clening pool furn and cabanas
8050 Fitness Room Contract	$ 623	$ 277	$ 900	$ 900	$ -	$ 959	$ 80	$ 3	contract
8052 Fitness Equipment Repair	$ 282	$ 500	$ 782	$ 1,000	$ (218)	$ 1,000	$ 83	$ 4	
8060 Island Club Furnishing & Decor	$ -	$ 2,000	$ 2,000	$ 2,000	$ -	$ 15,000	$ 1,250	$ 54	consider replacing cabinets
8062 Grill Repair & Supplies	$ -	$ 500	$ 500	$ 500	$ -	$ 500	$ 42	$ 2	
8064 Life Safety Repair	$ 209	$ 1,791	$ 2,000	$ 2,000	$ -	$ 1,101	$ 92	$ 4	chair lift req'd by State
8066 Tennis Court Repair	$ 44	$ 150	$ 194	$ 500	$ (306)	$ 500	$ 42	$ 2	resurface scheduled 2027
8068 Entry Access Cards	$ 1,344		$ 1,344	$ 500	$ 844	$ 500	$ 42	$ 2	fobs/barcodes
8070 Life Safety Contract						$ 899	$ 75	$ 3	AED contract
8080 Holiday Decorations	$ 4,452	$ 4,452	$ 8,904	$ 8,400	$ 504	$ 8,900	$ 742	$ 32	
Total Amenities Center Expense	**$ 43,329**	**$ 23,551**	**$ 66,880**	**$ 56,400**	**$ 10,480**	**$ 72,959**	**$ 6,080**	**$ 264**	
MAINTENANCE									
8106 Signage Repair	$ -	$ 1,500	$ 1,500	$ 1,500	$ -	$ 1,500	$ 125	$ 5	
8124 Sidewalk repairs	$ 13,669		$ 13,669	$ 15,000	$ (1,331)	$ 15,000	$ 1,250	$ 54	
8130 Gutter & Street Repairs	$ 4,505			$ 7,500		$ 7,500	$ 625	$ 27	
8140 Pressure Washing	$ -	$ 10,000	$ 10,000	$ 12,000	$ (2,000)	$ 12,000	$ 1,000	$ 43	contract
8172 Lighting Repair & Supplies	$ 4,122	$ 1,000	$ 5,122	$ 7,000	$ (1,878)	$ 9,000	$ 750	$ 33	landscape fixture replacement (age related)
8190 Gates Services	$ 2,490	$ 810	$ 3,300	$ 6,500	$ (3,200)	$ 6,400	$ 533	$ 23	New IQ service ($2860) + LM Fee ($268/mo + 10% ant inc)
8192 Gates Repair	$ 34,884	$ 3,000	$ 37,884	$ 6,000	$ 31,884	$ 12,000	$ 1,000	$ 43	
8194 Fountains Maint Contract	$ 750	$ 250	$ 1,000	$ 1,000	$ -	$ 1,000	$ 83	$ 4	no increase
8196 Security Cameras	$ -	$ 2,000	$ 2,000	$ 2,000	$ -	$ 2,000	$ 167	$ 7	replacements
8200 Fountain Maint Repairs	$ -	$ 100	$ 100	$ 1,000	$ (900)	$ 500	$ 42	$ 2	age related repairs
8230 Janitorial Contract	$ 11,070	$ 3,690	$ 14,760	$ 14,760	$ -	$ 15,276	$ 1,273	$ 55	contract
8232 Janitorial Supplies	$ 312	$ 400	$ 712	$ 1,000	$ (288)	$ 1,000	$ 83	$ 4	
8236 A/C Maint Contract	$ 349		$ 349	$ 500	$ (151)	$ 538	$ 45	$ 2	contract
8290 Misc Maintenance Expense	$ 15		$ 15	$ -	$ 15	$ 575	$ 48	$ 2	
Total Maintenance Expense	**$ 72,166**	**$ 22,750**	**$ 90,411**	**$ 75,760**	**$ 22,151**	**$ 84,289**	**$ 7,024**	**$ 305**	
LANDSCAPING									
8310 Landscape Maintenance Contract	$ 305,464	$ 103,500	$ 408,964	$ 402,936	$ 6,028	$ 414,000	$ 34,500	$ 1,500	
8320 Plants/Shrubs/Sod	$ 9,021	$ 30,979	$ 40,000	$ 40,000	$ -	$ 40,000	$ 3,333	$ 145	
8330 Mulch	$ -	$ 38,285	$ 38,285	$ 40,000	$ (1,715)	$ 40,000	$ 3,333	$ 145	
8350 Irrigation Repairs	$ 43,268	$ 8,000	$ 51,268	$ 40,000	$ 11,268	$ 40,000	$ 3,333	$ 145	
8351 Rain Master Contract	$ 239	$ 90	$ 329	$ 500	$ (171)	$ 500	$ 42	$ 2	contract
8352 Hoover Pump Contract	$ 2,540		$ 2,540	$ 3,000	$ (460)	$ 2,590	$ 216	$ 9	contract
8354 Hoover Pump Repairs	$ -	$ 2,500	$ 2,500	$ 2,000	$ 500	$ 3,500	$ 292	$ 13	filter disk repl
8410 Tree Trimming Contract	$ 23,820		$ 23,820	$ 27,000	$ (3,180)	$ 40,000	$ 3,333	$ 145	contract
8420 Tree Replace/Removal	$ 9,790		$ 9,790	$ 10,000	$ (210)	$ 15,000	$ 1,250	$ 54	increased costs, failing original magnolias
8430 Tree Health Contract	$ 16,869		$ 16,869	$ 14,428	$ 2,441	$ 26,428	$ 2,202	$ 96	cont, foxtails req add'l nutrients app $6K per feed
8490 Misc Landscaping Expense	$ 3,877	$ 12,122	$ 15,999	$ 15,999	$ -	$ 12,000	$ 1,000	$ 43	insect,disease, surfactant
8492 Preserve Maintenance Contract	$ 10,000	$ 6,000	$ 16,000	$ 15,000	$ 1,000	$ 16,500	$ 1,375	$ 60	contract/includes canal maint
8495 Waterfall Maintenance Contract	$ 600	$ 200	$ 800	$ 800	$ -	$ 800	$ 67	$ 3	contract/no increase 2026
8496 Lake Maintenance Contract	$ 5,175	$ 1,725	$ 6,900	$ 6,900	$ -	$ 6,900	$ 575	$ 25	contract/no increase 2026
8498 Lake/Erosion Repairs	$ 46,300		$ 46,300	$ 47,300	$ (1,000)	$ 20,000	$ 1,667	$ 72	continue adding catch basins as needed

Description	2025 YTD BALANCE	THREE MONTH ESTIMATE	12/31/2025 PROJECTED BALANCE	APPROVED 2025 BUDGET	VARIANCE PROJECTION VS. BUDGET	2026 APPROVED BUDGET	COST PER MONTH	COST PER UNIT PER MONTH	NOTES
8499 Preserve Repairs	$ 9,950	$ 500	$ 10,450	$ 2,500	$ 7,950	$ 5,000	$ 417	$ 18	no increase 2026
Total Landscaping Expense	**$ 486,913**	**$ 203,901**	**$ 690,814**	**$ 668,363**	**$ 22,451**	**$ 683,218**	**$ 56,935**	**$ 2,475**	
PEST CONTROL									
8520 Building Pest Control	$ 700		$ 700	$ 800	$ (100)	$ 800	$ 67	$ 3	contract/waiting on confirmation from vendor
8590 Miscellaneous Pest Control		$ -	$ -	$ 2,000	$ (2,000)	$ 1,500	$ 125	$ 5	armadlillos, iguanas
Total Pest Control Expense	**$ 700**	**$ -**	**$ 700**	**$ 2,800**	**$ (2,100)**	**$ 2,300**	**$ 67**	**$ 3**	
ASSOC SPECIFIC									
8900 Prior Year (Surplus)/Deficit	$ (9,636)	$ -	$ (9,636)	$ -	$ (9,636)	$ (35,400)	$ (2,950)	$ (128)	
Total Assoc. Specific Expense	**$ (9,636)**	**$ -**	**$ (9,636)**	**$ -**	**$ (9,636)**	**$ (35,400)**	**$ (2,950)**	**$ (128)**	
TOTAL OPERATING EXPENSE	**$ 751,345**	**$ 299,636**	**$ 1,046,476**	**$ 1,038,324**	**$ 15,652**	**$ 1,036,425**			
NET OPERATING EXPENSE	**$ 751,345**	**$ 299,636**	**$ 1,046,476**	**$ 1,038,324**	**$ 15,652**	**$ 1,036,425**			
RESERVE CONTRIBUTIONS									
9186 Reserves - Common	$ 52,479	$ 17,493	$ 69,972	$ 69,972	$ -	$ 69,972	$ 5,831	$ 254	
9187 Reserves - Villas	$ 49,271	$ 16,423	$ 65,694	$ 65,694	$ -	$ 65,694	$ 5,475	$ 238	
Total Reserve Contribution	**$ 101,750**	**$ 33,916**	**$ 135,666**	**$ 135,666**	**$ -**	**$ 135,666**			
TOTAL OPERATING & RESERVE	**$ 853,095**	**$ 333,552**	**$ 1,182,142**	**$ 1,173,990**	**$ 15,652**	**$ 1,172,091**			
NET OPERATING & RESERVE	**$ 853,095**	**$ 333,552**	**$ 1,182,142**	**$ 1,173,990**	**$ 15,652**	**$ 1,172,091**			
NET SURPLUS (DEFICIT)	**$ 72,200**	**$ (32,514)**	**$ 39,045**	**$ 1**	**$ 31,544**	**$ (0)**	$ -	$ -	
RESERVE EQUITY									
5186 Reserves - Common	$ 500,229	$ 17,493	$ 517,722	XXXXXX	XXXXXX	$ 69,972	$ 5,831	$ 254	
5187 Reserves - Villas	$ 237,925	$ 16,423	$ 254,348	XXXXXX	XXXXXX	$ 65,694	$ 5,475	$ 238	
Total Reserve Contribution	XXXXXX	**$ 33,916**	XXXXXX	**$ -**	**$ -**				
Total Reserve Equity	**$ 738,154**	XXXXXX	**$ 772,070**	XXXXXX	XXXXXX	XXXXXX			

THE BUDGET OF THE ASSOCIATION PROVIDES FOR LIMITED VOLUNTARY DEFERRED EXPENDITURE ACCOUNTS, INCLUDING CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE, SUBJECT TO LIMITS ON FUNDING CONTAINED IN OUR GOVERNING DOCUMENTS. BECAUSE THE OWNERS HAVE NOT ELECTED TO PROVIDE FOR RESERVE ACCOUNTS UNDER SECTION 720.303(6), FLORIDA STATUTES, THESE FUNDS ARE NOT SUBJECT TO THE RESTRICTIONS ON USE OF SUCH FUNDS SET FORTH IN THAT STATUTE, NOR ARE RESERVES CALCULATED IN ACCORDANCE WITH THAT STATUTE.

BONITA ISLES HOA

RULES AND REGULATIONS

Based on the Declaration of Covenants of
Bonita Isles Homeowner Association

Adopted - May 14, 2019
Amended – November 11, 2021

The Bonita Isles Homeowner Association is guided by the State of Florida Statute 720, the Bonita Isles Covenants and the following Rules and Regulations are hereby adopted by the Board of Directors of Bonita Isles Homeowner Association (hereinafter referred to as the Board). These are for the health, safety and wellbeing of Unit Owners for the proper maintenance, use and preservation of the facilities and property in Bonita Isles Homeowner Association. A Unit as used in this document means either an attached or detached single-family residence.

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1. GENERAL

1.01 Road Usage. The speed limit throughout Bonita Isles is 20 MPH. Golf carts must be operated by a licensed driver. Golf carts are not to be used on Common Areas or sidewalks.

1.02 Smoking is not permitted in any enclosed or fenced common property within Bonita Isles.

1.03 Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind. Up to two (2) domesticated household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor.

1.04 Pet Walking. Outside an Owner's Unit, pets must be kept on a leash, and each pet owner is responsible for picking up and disposing of pet waste in their garbage or trash container. Walking your pet on another person's yard without their permission is not permitted.

1.05 Swimming Pools. No swimming pool or hot tub may be placed on any Lot or Common Property unless approved by the Board.

1.06 Security Bars. No security bar system may be installed on any window or door of any dwelling within Bonita Isles that is visible from the exterior of a Unit.

1.07 Basketball Goals. No permanent or non-portable basketball goals may be erected or placed on any Lot or the Common Property; however, subject to approval of the Board of Directors, portable basketball goals may be permitted in the driveways, provided basketball goal shall be removed and stored out of view in the garage when not in use by end of the day.

1.08 No games shall be played on the streets in Bonita Isles.

1.09 Utility Buildings. No utility buildings, sheds or storage buildings shall be constructed or erected on any Lot.

1.09.1 Examples, but not limited to:
Freestanding structures including tool sheds, green houses, detached garages, storage containers and gazebos are prohibited outside of the home.

1.10 Offensive Activity. No illegal, noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. Quiet hours are from 10:00 PM – 7:00 AM. There shall not be maintained in the community any plants, animals, devices or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the community by the Owners thereof.

1.10.1 Fireworks (illegal in Florida), open fires, and wood burning fire pits are prohibited.

1.11 Noise Levels. Pool equipment including, pumps, heaters, aerators, blowers, and similar equipment shall not produce a noise level greater than 65db measured at 5 feet above ground level, 7 feet from the equipment's base. If the noise level is exceeded, sound deadening equipment and/or an enclosure must be installed. To properly measure noise level a commercial sound level meter will be used.

1.12 Wind Chimes are not permitted in Bonita Isles.

1.13 Commercial Vehicles, Trailers, and Boats. No vehicle over the designation of ¾ ton, commercial vehicle with lettering, house or travel trailer, camper, mobile home, motor home, house trailer, horse trailer, boat trailer, trailer of any kind, recreational vehicle, boat, or other such vehicle or device shall be placed, parked, left or stored on any Lot or the Common Areas; provided, however, that this provision shall not apply to any such vehicle or device being kept in an enclosed garage. Further, the prohibition of parking shall not apply to the temporary parking of a vehicle used as a service, or delivery vehicle.
Any vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

1.14 Land Use and Building Type. Buildings constructed on an Owner's Lot shall be used for single-family residential purposes only.

1.15 Street Parking is limited to those times that the resident's driveway may not otherwise be available for use with the exception of temporary service vehicles. Street parking is temporary (defined as eight (8) hours) and is limited to those times that the resident's driveway may not otherwise be available for use with the exception of temporary service/vendor vehicles. Persistent/extended parking of resident vehicles in the street is not permitted. As a rule, resident vehicles shall be kept in the garage or in the driveway.

1.16 All Night Street Parking is not permitted in Bonita Isles. Guests that cannot park in resident's drive or a neighbor's drive (with neighbor's permission) may use the common area parking between 11 pm. until 8 am. Residents and guests may only park in the common area parking spaces if the common area facilities are not being used. When parking in the drive, it is prohibited to block any part of the sidewalk.

1.17 Temporary Structures. No structure of a temporary character shall be placed upon Bonita Isles at any time.

1.18 Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot.

1.18.1 No exterior antennas, to include without limitation, satellite dishes larger than one (1) meter in diameter and short-wave radio antennas, shall be permitted on any Lot.

1.18.2 Owners may install one satellite dish one (1) meter or smaller in diameter or one exterior antenna to comply with the telecommunications act of 1996 rule 47 section 1.4 as permitted by law.

1.18.3 The HOA has the right to evaluate the location of the dish following installation as stated in FL HOA statue 720.3035.

1.19 Window Air Conditioning Units. No window or through-the-wall air conditioning units shall be permitted.

1.20 Hunting. No hunting or fishing shall be permitted anywhere in Bonita Isles unless authorized by the Board.

1.21 Storage Receptacles. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar receptacles or installations shall be placed in the garage or under the surface of the ground or in walled-in areas or screened with shrubbery approved by the Board of Directors so as not to be visible from the street or objectionable to an adjacent property. Roadways in Bonita Isles shall not be used for staging, storage of any building or landscape materials as approved by the Board.

1.22 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be stored or disposed of except in accordance with the rules of the Association and the requirements of the applicable governmental authority for disposal or collection of waste. The right to select a garbage collection company for use by all Lots and to include billings for same as part of Assessments against each Lot, or alternatively, to bill directly or provide that the collection company shall bill directly to the affected Lots shall be reserved to the Association. No Lot Owner may avoid a fee or charge for garbage collection either as part of a regular Association assessment or as a separate charge of a garbage collection service. All equipment for the storage or disposal of such material shall be kept in a clean condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity unless use of another container by the City, County or hauler is required, and well-sealed. Plastic bags may be used for yard clippings. Bags and containers may not be placed out for collection sooner than twelve (12) hours prior to any scheduled collection and must be removed within twelve (12) hours of collection.

1.23 Fences. No fences shall be constructed on any Lot in Bonita Isles. A fence is generally defined as a visible, tangible obstruction that has been raised or planted to separate, protect, enclose or define an area of land such that access is restricted. This rule also includes no electronic pet fencing.

1.24 Utility Connection. All Lots are served by a sanitary sewer system and public water system. No septic tank or well of any kind may be installed on any Lot. All utilities, including, but not limited to, telephone, cable television, electric, water, and sewer, have been installed underground and within, below or upon the Subdivision property (including within, below or upon each Lot and the Unit therein). Repairs and maintenance of any utilities serving a particular Unit may affect the adjacent Units and Lot Owners.

Easements are hereby reserved or granted over, under, across and through the Bonita Isles to the service providers described herein for the purposes of their providing said services.

1.25 Vehicles and Repair. No inoperative cars, trucks, trailers, or other type, of vehicles shall be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours in any ninety (90) consecutive day period; provided however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in Bonita Isles. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof shall be parked, stored or located upon any Lot at any time. No portion of the Common Areas may be used for parking of such inoperative vehicles.

1.26 Garage Sale. Individual garage sales are prohibited in Bonita Isles. Garage sales (hereinafter defined) are prohibited on any Lot in the Subdivision except in strict compliance with rules and regulations that may be issued from time to time by the Association's Board of Directors. A "garage sale" means any public display or offering for sale or free to the public of one or more items of personal property by persons residing on the Lot on which the sale is conducted and shall include sales commonly referenced to as patio sales, driveway sales, yard sales, porch sales and other such sales. Community garage sale events may be authorized by the Board from time to time.

1.27 Storm Shutters. Rule pertains to three major types of shutters known as panel systems. They are typically made of plywood, metal (aluminum or steel), or plastic, including but not limited to clear polycarbonate. Such systems are generally mountable or mechanized.

1.27.1 No shutters may be attached to the outside walls of a Unit or building without the written consent of the Board of Directors. All shutters shall be installed in accordance with governmental requirements and the following unless otherwise provided in the rules of the Association.
1.27.2 Each Unit Owner shall be responsible for installing, removing, storing, repairing and maintaining shutters for his Unit and following the schedule for installation and removal established by the Board from time to time.
1.27.3 The board approved schedule for use of storm shutters is installation one (1) week prior to named storm watch and removed no later than 14 days after the watch or storm concludes.
1.27.4 Shutters may remain in use if another named storm watch is anticipated within 48 hours of the removal deadline. It is recommended that absentee owners make arrangements with their home watch or another to manage the shutters. The noncompliance/violation enforcement policy will be followed.

1.28 Lanai Screens – Motorized or Manual. Lanai screens are not covered under the storm shutter policy. Lanai screens are allowed to be down any time due their versatility. They can be used for sun, wind, rain, security, and hurricanes.

1.29 Utility Easements. Easements for installation and maintenance of utilities and cable television are reserved or granted within Bonita Isles on as shown on the Plat and over, under, across and through the Subdivision, for the perpetual and nonexclusive use and benefit of Bonita Isles, to the providers of utility services for Bonita Isles. Within the easements shown on the Plat, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or utilities or cable television or which may impede the flow of water through drainage

channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible or for which the Association is responsible pursuant to the Declaration for Bonita Isles.

1.30 Solicitation is prohibited in Bonita Isles in any form.

1.31 Business. Residents are prohibited from conducting business in their homes if it causes problems with traffic, parking, or if it creates any nuisance to their neighbors.

1.32 Resident Neighbor Complaint. Any complaint from one neighbor against another neighbor must be submitted in writing (email or letter) to the Property Manager for review.

1.32.1 The Property Manager will forward the complaint to the Board for review. If the Board feels the complaint was not a violation issue, the Property Manager will communicate the decision back to the resident.

1.32.2 If the complaint is valid the Violation Policy will be followed. The Violation Policy includes an appeals process found on the Bonita Isles Website under Documents & FAQS>Documents>Governing Documents.

1.33 Grills must be stored inside lanai, house or garage when not in use. Outside storage other than lanai is only permitted with ARC approval.

1.34 Storage Pods are only allowed in driveways for up to 3 business days unless approved by ARC for construction purposes.

2. ISLAND CLUB POOL

2.01 Pool Closing. The pool may be closed at any time because of weather, operational difficulties or other conditions at the discretion of the property manager, or the Board. Notification of pool closure will be posted at the entrance of the pool and the HOA will endeavor to send an email to all residents.

2.02 Pool Hours are from dawn till dusk.

2.03 Pool Entry. Each Owner will gain entry to the pool area by using their registered key fob.

2.04 Guests. Residents are responsible to make sure their guests adhere to all pool rules and regulations. The Amenity Center is limited to 5 guests.

2.05 Children under 16 years of age shall be accompanied by an adult at all times.

2.06 Swim Attire. Bathing suits are required for swimming in the pool. All children must wear bathing suits. No jeans or cut offs in the pool. Wet bathing suits are not permitted in the exercise room, but are permitted in the restrooms and within the remainder of the fenced in area.

2.07 Diapers. Infants and toddlers who are not completely toilet trained will not be allowed in the pool unless they are wearing swim diapers under their bathing suit which are made specifically for pool use. If the pool and/or the pavilion area are compromised by diaper failure, the pool must be closed, drained, cleaned for possible contaminates, refilled with water and super chlorinated. The person/persons responsible and identified as causing this pool closing will be billed the total expense for closing and reopening the pool. This also applies to incontinent adults.

2.08 Food and Beverages. No food or beverages are permitted while in the pool or within 10 feet of the perimeter of the pool.

2.09 Glassware and breakable ceramics are not permitted anywhere in or near the pool and/or pavilion area. If the pool and/or pavilion area is compromised by broken glass or ceramics, the pool and/or-pavilion area must be closed and deep cleaned to remove the sharp material. The pool will need to be drained, cleaned for possible broken glass or ceramics, refilled with water and super chlorinated. The person/persons responsible and identified as causing this pool closing will be billed the total expense for closing and reopening the pool.

2.10 Pets. Pets are not permitted in the pool and patio area, with the exception of documented service animals.

2.11 Activities and Items in Pool and Pavilion Area. Diving, jumping, running, pushing and rough play are not permitted. Personal radio or other music media must be used with earphones as not to disturb other guests.

2.11.1 Preference is to be given to swimmers using the “Lap Lane” for exercise and walking/physical therapy.

2.11.2 No bicycles, skates, roller blades, skateboards, or scooters are permitted for any reason. There is a bicycle rack for use outside the pool area.

2.11.3 Refrain from any throwing of objects, of any kind, or activity in or around the pool that jeopardizes the safety of others.

2.11.4 No remote-control toys.

2.12 Posted Pool Rules as approved by the Board shall be adhered to at all times.

2.13 Use of Pool Furniture. Pool chairs, tables, umbrellas and other pool furniture are provided on a first-come basis and cannot be reserved. Any furniture moved for the convenience of users is to be returned to its original location when leaving the pool area. No furniture is to be removed from the pool facilities at any time. Towels are required on lounge chairs when used by residents and guests in bathing suits. Umbrellas must be put down and secured, and chairs and chaises must be reset when leaving.

2.14 Cleanup. When leaving the pool area, residents and their guests must remove all their belongings and place trash in the trash receptacles.

2.15 User’s Risk. Everyone using the pool or facilities does so at their own risk. The Homeowner’s Association assumes no responsibility or liability for any accidents or injuries in connection with such use or any loss or damage to personal property or articles.

2.16 Injuries, Accidents or Health Concerns. Report all injuries or accidents immediately to the management company. Anyone using the pool facilities should call 9-1-1 immediately if they see a life-threatening situation. AED defibrillator is on the wall next to the bar area of the pavilion along with a 911 phone next to it. Use of pool with an open wound or bleeding is not permitted.

2.17 Pool Pavilion Reservation. The reservation of the Island Club Pavilion reserves only the Pavilion for a private affair. This does not guarantee the exclusive use of the entire Island Amenities Center. Owner must be present at entire function. The reservation form can be found on the Bonita Isles web site under Documents. The completed form should be forwarded to the Property Manager or the Island Club liaison. Contact information for the Island Club liaison can be found on the Bonita Isles web site under Information.

3. TENNIS COURTS

3.01 Pets are not allowed inside the fenced area.

3.02 Courts are to be used for tennis, pickle ball, badminton (court games) …not baseball, softball, etc.

3.03 Skateboarding. Skateboarding, Bicycling and Rollerblading is prohibited.

3.04 Children. Children under the age of 16 years must be accompanied by an adult at all times.

3.05 Footwear. Hard sole shoes or heels must not be worn on the courts.

4. PAVILION - OUTDOOR KITCHEN & GRILL AREA

4.01 Glass. Glass and breakable ceramic containers are not to be used.

4.02 Grills. Cooking grilles are to be cleaned after each use and gas shut off.

4.03 Clean Up. Area must be cleaned and trash put in containers after use.

4.04 Furniture. All tables and chairs are to be placed back in their original positions.

5. FITNESS ROOM

5.01 Age Restriction. Children under the age of 18 are not permitted to use any of the equipment.

5.02 Equipment must be wiped down after each use.

5.03 TV. Lights and Fans must be turned off when room is vacated.

5.04 Equipment. All moveable equipment such as weights, mats, etc. must be returned to its proper place. Heavy workout equipment must be put back in original position to accommodate others not capable of doing so.

6. TOT LOT

6.01 Children under 12 years of age shall be accompanied by an adult at all times.

6.02 No Pets or glass or breakable ceramic shall be allowed in the Tot Lot.

7. ARCHITECTURAL REQUEST PROCESS

7.01 Any Change to the exterior of any Owner's Lot must be approved in advance by the Board or ARC Committee as determined by the Board.

7.02 Application Process.

7.02.1 Step 1. Applications are available from the property management company.
7.02.2 Step 2. Application to be completed by homeowner.
7.02.3 Step 3. Application, along with required documents, is submitted to the management company for review by Board or designated committee.
7.02.4 Step 4. Application will be approved, conditionally approved with modifications or denied with stated reason.

7.03 Appeals. An appeal may be made to the full Board if an application was denied. A denial based on the Declaration of the Covenants or the Architectural Guidelines is not grounds for an appeal. To initiate the appeals procedure, the applicant must submit a written request for an appeal to the Community Association Manager within 30 days of the applicant receiving the denial.

7.04 Variance. The Board may grant relief to one or more Owners from specific Rules and Regulations upon written request indicating the need for a variance. The variance will be approved or denied based on the ability of the Owner or Owners to show good cause in the sole opinion of the Board.

8. ARCHITECTURAL GUIDELINES

8.01 Signage. No signs shall be displayed to the public view on any Lot unless approved by the Board.

8.01.1 Signs or advertisements of any kind are prohibited except for an alarm system sign.
8.01.2 Signs in windows are limited to alarm decals (3) 4 ½ inches x 3 inches stating that a pet, child or disabled person lives in the premise. It is recommended that they be installed in the lower left of the window.
8.01.3 A "For Sale" sign on a home or vehicle is prohibited. Open house signs are only permitted during the hours of the open house.
8.01.4 Oxygen signs are permitted at the entrance to the home.
8.01.5 Social committee event signs are allowed on common property with Board approval.

8.02 Seasonal Displays. All seasonal decorations must comply with the following rules:

8.02.1 All holiday lights and decorations may be displayed for up to thirty (30) days prior to a publicly observed holiday or religious observance and must be removed within ten (10) days of the occurrence.

8.02.2 One holiday decoration is permitted on each garage light.

8.02.3 One decorative holiday item is permitted on the door of the house using a wreath hanger or suction cup.

8.02.4 Cords must be placed in a safe manner on the exterior lights. They must be properly grounded.

8.02.5 Electrical cords are prohibited from running across any sidewalk or driveway.

8.02.6 All seasonal decorations are prohibited from being placed on the grass areas.

8.02.7 Lighting of trees and shrubs is permissible.

8.02.8 Lighting must be properly secured

8.02.9 Seasonal decorations are not permitted on the roof.

8.03 Exterior Unit Ornaments: Exterior pots, decorative objects, and benches are defined by the guidelines as listed below. Any damage to any ornament within an owner's landscape bed is the owner's full responsibility. In addition, if at any time the Board must enact emergency operations, the unit's exterior ornaments, unless permanently mounted, must be removed 7 days prior to the occurrence. If the owner does not do this, the Board will attempt to have it done, if resources are available. The homeowner will be assessed a company's going rate for such action. All removed objects will be disposed of.

8.03.1 Only three (3) decorative objects are permitted to be placed on the walkway or landscape bed in front of home or entry way. Decorative object is defined as:

a) Clay or Ceramic Pot

b) One (1) Bench

c) Artistic Object

Decorative objects, which includes benches are prohibited on the lawn. Please be advised the Board has the discretion to determine if the object is appropriate for the community.

8.03.2 No exterior decorative object may exceed 48".

8.03.3 Hanging flower plants, including shepherd hooks are prohibited.

8.03.4 Flower boxes are prohibited.

8.03.5 Landscaped arches are prohibited.

8.03.6 Bird baths, bird feeders, fountains or objects holding water are prohibited.

8.03.7 One (1) decorative object is permitted on the front door using a wreath hanger or suction cup.

8.03.8 Potted plants, decorative objects and structures of any type are prohibited behind the lanai or pool cage.

8.04 "J" Bars or shepherd hooks with hanging potted plants are not permitted in Bonita Isles. They can easily be blown away by a micro-blast and present a clear hazard to neighbors.

8.05 Exterior Wall Hanging. One (1) object of art may be mounted outside the front entry door with ARC approval. Please be advised the Board has the discretion to determine if the object is appropriate for the community.

8.05.1 Wall hanging must not be more than 4 feet in length, 2 feet high and shall not extend more than 2 inches from the wall.
8.05.2 A color picture of the wall hanging must accompany the ARC application.

8.06 Flags. One (1) portable, removable United States Flag, the official flag of the State of Florida and one (1) flag which represents the Unites States Army, Navy, Air Force, Marine Corps or Coast Guard, or a POW-MIA flag, may be displayed in a respectable manner by each Owner. The flag(s) shall at all times be displayed right side up, and shall not exceed 4½ by 6 feet. The display of all other flags is prohibited.

8.06.1 It is only permissible to mount the flag(s) on the unit's garage door jamb.
8.06.2 Flags shall be well maintained, in good repair and flown according to flag etiquette.

8.07 Exterior Lighting Fixtures. Only exterior lighting fixtures approved by the Board of Directors shall be placed on any Lot. Any exterior lighting fixtures shall be placed in such a fashion so that they are adequately shielded from adjoining neighbors so as not to constitute an annoyance or a nuisance to adjoining Lots. Lights shall not exceed 60 watts or 900 lumens and shall not be colored.

8.07.1 Clear pathway lights may be used around the outside perimeter of the walkway leading to the entrance of the home. Must be installed in landscape bed.
8.07.2 Pathway lights shall be a minimum of 4 feet apart and shall not exceed 18 inches in height and must not interfere with irrigation or landscape materials.
8.07.3 Pathway Lights along the sides of the driveways, around lanais, or in any other landscape areas are not permitted.
8.07.4 Up lighting is permitted under large trees.
8.07.5 The HOA and the HOA contracted landscaper will bear no responsibility if any lighting is damaged in the normal maintenance, trim, or removal of coconuts from the palm trees.
8.07.6 Exterior lights, if broken or damaged, must be replaced with original style and color. If not available, the ARC with Board input will select a replacement to use for all homeowners.

Examples, but not limited to:
Garage, front entry, etc.

8.08 Front Doors. Any change of an exterior front door must have ARC approval. Knockers over 6 inches and kick plates are prohibited on all doors.

8.09 Screen Doors must be bronze/brown in color and must have dark brown or black screen and be approved by the ARC. Ornamental decorations are prohibited on screen doors.

8.09.1 Any Phantom/retractable screen door must match the molding of the door and have ARC approval.

8.10 Clothes Lines. No articles of clothing or lines are permitted outside the lanai.

8.11 Exterior hoses

8.11.1 Approved hose colors are black, tan, brown or dark green.
8.11.2 If stored in a hose box, the box must blend with exterior paint.

8.12 Driveways and walkways must remain as pavers. Cement and asphalt are prohibited. The style, color and size must remain original and it is prohibited to widen the driveway.

8.13 Fire Hydrants and Mail Boxes shall not be blocked.

8.14 Lanais. Only screened lanais with dark brown or black screen as used by the developer are permitted in Bonita Isles. No unscreened Lanais or open patios of any kind are permitted in Bonita Isles.

8.14.1 Lanai drapes and shades must blend with the exterior paint, screening and supports of the lanai and not contain any print or pattern.

8.14.2 A color sample must accompany the ARC application.

8.14.3 The homeowner is responsible for keeping drapes or shades in good condition.

8.15 Lanai Extensions. Lanai extensions for single family homes are allowed with ARC approval. Lanai extensions are prohibited for attached villas. Screen Lanai extensions for single family homes will be contingent upon the model, lot location and pool set back requirements per builder's survey plan. This will determine the size of the allowable extension.

8.15.1 Screening and supports must match those used on the original Lanai installed by the builder.

8.15.2 All irrigation that is disturbed by the installation of the lanai must be replaced at the expense of the owner with ARC approval.

8.15.3 Replacement sod must be specified as Empire Zoysia.

8.15.4 Any pallets must be stored or removed the day the sod is installed.

8.15.5 The Homeowner is responsible for all demolition and proper removal of construction debris, and for all landscaping and removal and replacement of dark brown mulch or Brown River Rock and irrigation heads. This includes any repair work that may be needed for the extended Lanai, including but not limited to stucco, painting, roof, fascia, gutters, etc.

8.15.6 The Homeowner is responsible to comply with all local and state building regulations, and must present a copy of secured permits to the ARC prior to commencement of any work.

8.15.7 Lanai door entry pad cannot exceed 6 feet X 7 feet. The entry door pad cannot be used as a patio, which means no furniture, planters, etc. can be placed on the entry pad. Pavers must match existing pavers in lanai and/or pool cage area. An ARC request is required with a lot plan.

8.15.8 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before work begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.

8.15.9 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.

8.15.10 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign off on the ARC request form.

8.16 Pools. A site plan which clearly defines the bounds of the structure to be built is required. Both the physical plan and the plans for the cage enclosure are required. If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.

8.16.1 Homeowner is responsible for capping of irrigation feed pipe(s) prior to start of construction and the replacement of irrigation piping and heads.

8.16.2 Homeowner or contractor must coordinate all activity related to the irrigation system with the Association's landscaping vendor.
8.16.3 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before works begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.
8.16.4 Homeowner is responsible for restoration of all sod, landscaping beds and features that may have been affected by the project. This includes not only the construction lot but also any adjacent lots or areas that were affected by the project.
8.16.5 Homeowner is responsible for the re-implementation of irrigation runs, lines, and heads in a manner consistent with irrigation practices throughout Bonita Isles. All irrigation work is to be coordinated with the Association's landscaping contractor who will make the final determination of the adequacy to the replaced irrigation components.
8.16.6 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.
8.16.7 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign off on the ARC request form.
8.16.8 Homeowner is required to follow all construction guidelines as stated in 8.17.

8.17 Construction Rules and Regulations that must be followed:

8.17.1 The Homeowner is responsible to comply with all local and state building regulations, and must present a copy of secured permits to the ARC prior to commencement of any work.
8.17.2 The Homeowner is responsible for all demolition and proper removal of construction debris, and for all landscaping and removal and replacement of dark brown mulch or Brown River Rock and irrigation heads. This includes any repair work that may be needed for the extended Lanai, including but not limited to stucco, painting, roof, fascia, gutters, etc.
8.17.3 Any and all expenses incurred will be the sole responsibility of the homeowner making the request.
8.17.4 Ensure any contractors hired as a result of this ARC will conform to HOA rules and guidelines.
8.17.5 Ensure any contractors are licensed and maintain current insurance while on the Bonita Isles property.
8.17.6 Ensure contractors do not use common property for any construction materials or debris unless prior approval is received by the ARC.
8.17.7 Assume all responsibility and costs for any HOA common property items that are affected as a part of their ARC requests, including contractor negligence (i.e. utilities, irrigation, landscape, sidewalks, street, etc.).
8.17.8 Not make any modifications to the ARC request, plans and specifications, or modifications that have been approved by the Committee unless it is re-submitted for ARC review.
8.17.9 Remove construction debris on a daily basis and keep the property clean and neat for the enjoyments of neighbors.
8.17.10 Work may occur between 8AM – 5PM.
8.17.11 Construction dumpsters require ARC approval with defined timeframe.

8.17.12 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before works begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.
8.17.13 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.
8.17.14 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company. The designee must sign off on the ARC request form before approval is granted.
8.17.15 Any deviation in the project completion schedule must be reported to the Property Manager.
8.17.16 If your project requires equipment visible from the street, the owner is responsible for planting a proper barrier to conceal equipment from street view.

9. LANDSCAPE

9.01 Trees. No trees may be removed or trimmed without the written approval of the Board. The City of Bonita Springs approved the Bonita Isles Landscape Plan on two hardwood trees (live oaks, magnolia) per 3,000 square feet. Hardwood trees may not be removed.

9.02 Mulching Beds. Bonita Isles is a dark brown mulch community. Only dark brown mulch may be used. Other bed mulches such as, but not limited to, wood chips, rubber mulch, shells, etc. are strictly prohibited. Pine straw is only allowed in common areas approved by the Board.

9.03 Brown River Rock. As an alternative to dark brown mulch, Brown River rock may be used with a plastic landscape molding between the rocks and the turf. The exact color and size of river rock must be submitted to the ARC for approval and must match samples on file with the HOA's property management firm.

9.03.1 Homeowner is responsible for future maintenance of Brown River Rock.

9.04 Vegetable Gardens, Herb Gardens and Fruit Trees. Vegetable gardens, herb gardens or fruit trees are not permitted in Bonita Isles.

9.05 Maintenance. Each Lot shall be maintained reasonably clean and, in all events, free from refuse, debris, and unsightly growth and fire hazard.

9.05.1 All routine landscape maintenance will be performed consistently throughout the community. An opt-out option is available to homeowners who prefer to perform their own landscape maintenance on their lot.
9.05.2 Wall trellises must be approved by ARC and maintained with live, healthy plants at homeowner's expense.

9.06 Planting Beds. An ARC Landscape request must be submitted for all planting bed expansions or contractions and any landscape work done by a contractor, including sod.

9.06.1 Any and all expenses incurred will be the sole responsibility of the homeowner making the request.

9.06.2 If any changes to the irrigation system are required, the movement or addition of sprinkler heads will be at the expense of the homeowner along with any damage to existing sprinkler heads. Any changes to the irrigation system must be coordinated with the Associations' landscaping contractor who will make the final determination of the adequacy to the changes and replacement of irrigation components.

9.06.3 If new or replacement landscape is needed it must be finished off with dark brown mulch or Brown River Rock.

9.06.4 Ensure any contractors hired as a result of this ARC will conform to HOA rules and guidelines.

9.06.5 Ensure any contractors hired for this job are licensed and maintain current insurance while on the Bonita Isles property.

9.06.6 Ensure contractors do not use common property for any construction materials or debris unless prior approval is received by the ARC.

9.06.7 Assume all responsibility and costs for any HOA common property items that are affected as a part of their ARC requests, including contractor negligence (i.e. utilities, irrigation, landscape, sidewalks, street, etc.).

9.06.8 Not make any modifications to the ARC request, plans and specifications, or modifications that have been approved by the Committee unless it is re-submitted for ARC review.

9.06.9 Work may occur between 8AM – 5PM.

9.06.10 Planting is not allowed within the conservation easement area of any lot.

9.06.11 Modifications to any area outside a home owner's lot is not permitted

9.06.12 If a landscape contractor is hired to expand landscape beds or create new landscape beds, the responsibility for proper and adequate supervision, for the duration of the project, falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign the ARC Landscape request form before approval is granted.

9.06.13 If your site does not include sufficient access space on your lot to facilitate landscape changes, you must obtain a signed access agreement from the neighbor(s) affected by construction.

9.07 Irrigation System. No Unit Owner shall operate or alter any part of said irrigation system. The irrigation system is installed and maintained by the Association to serve the entire community.

9.08 Mosquito Misting Systems, also referred to as pesticide-misting systems are not permitted anywhere in Bonita Isles.

9.09 Empire Zoysia must be used for any grass replacement.

9.09.1 Any pallets must be stored or removed the day the sod is installed.

9.10 Landscape Borders. Black plastic landscape molding is the only approved material allowed between dark brown mulch or Brown River rock and turf. All other borders such as, but not limited to brick, concrete, metal, wood, etc. are strictly prohibited.

10. INSURANCE OBLIGATIONS

10.01 Property Insurance. Owner obligation to maintain insurance. Each Owner shall maintain property insurance providing fire and extended coverage at full value less a reasonable deductible, on all insurable improvements located on such owner's Lot, to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable supplemental declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Areas due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Areas, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured.

10.02 Insurance Certificates. Each Owner shall provide a certificate evidencing such insurance to the Association within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance where the Owner is required to obtain hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot.

10.03 Property Damage. In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved by the Association, except that if the Association has assumed responsibility for insurance coverage hereunder, the Association shall, subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Association has expressly, in writing, assumed insurance responsibility. The Unit Owner within any affected Building shall be responsible for paying any expenses of reconstruction of or repair to any Building which is not covered by any policy of insurance, whether as a result of deductibles or exclusions.

10.04 Reconstruction. No Building or improvement which has been partially or totally destroyed by fire or of the casualty shall be allowed to remain in such condition for more than two (2) months. Subject to Article VII, 4.d, the Owner thereof shall raze or remove said destroyed or partially destroyed Building or improvement and remove any debris promptly from such Lot, or rebuild said destroyed or partially destroyed Building or improvement.

11. WETLANDS AND RETENTION PONDS

11.01 Vegetation. No Owner may remove native vegetation, (including cattails) that becomes established within the detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, the introduction of carp grass and cutting. If the Subdivision includes a wetland mitigation area or wet detention pond, no vegetation in such area shall be removed, cut, trimmed, or sprayed with herbicide.

11.02 Buildings. No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland(s), wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in approved permits and recorded Plats.

11.03 Construction Activities. No owner may engage in any construction related activities within any part of the Surface Water and Storm Water Management System or wetlands.

12. UNIT MODIFICATIONS AND MAINTENANCE

12.01 Exterior Modifications. No Unit Owner shall make any alteration or improvements to the Unit Owner's Unit except in accordance with this Section. A Unit Owner may make alterations and improvements to the interior of the dwelling located within the Unit, so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the dwelling, do not other violate the terms of this Declaration, and are in compliance with all applicable building codes and the law. All exterior work done to the Unit, including painting, requires ARC approval prior to the commencement of work.

12.02 Interior Modifications. A Unit Owner may make alterations and improvements to the interior of the dwelling located within the Unit, so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law.

12.03 Attached Unit Owners. Attached Unit Owners shall maintain, repair and replace everything within the confines of the Owner's Lot, including the permitted improvements, which are not to be maintained by the Association pursuant to ARTICLE VII, SECTION 1, (ii), including but not limited to: All exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a Common Expense. These surfaces shall be maintained in such manner as to preserve a uniform appearance.

12.04 Detached Unit Owners. Detached Unit Owners shall be responsible for the maintenance, repair and replacement of all improvements within that Owner's Lot, including the home and landscaping and irrigation, except for those maintenance responsibilities assumed by the Association at the discretion of the Board for the benefit of all Detached Units.

12.05 Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unsightly or unkempt condition of buildings or grounds on his Lot that shall tend to substantially decrease the beauty of Bonita Isles as a whole or the specific Lot.

12.06 House or Villa Exterior Painting. In order to maintain uniformity in the community, villa and single-family homes will be assessed every seven (7) years by the Board to evaluate the time frame for painting. The seven (7) year assessment will coincide with the paint warranty. Community painting is required to be completed within one (1) year from the completion date of the villas unless proof of earlier painting can be presented to the Property Manager or Board before the villa completion date.

12.06.1 Original paint colors must be maintained for consistency as per the developer's color pallet. Each Lot must be painted the same color as originally assigned by the developer using Sherwin Williams Brand paint. No deviations are allowed. Approved colors can be found on the Bonita Isles website by going to Documents & FAQS>Documents> Paint Colors/Color Schemes.

12.06.2 Single-family homes can take advantage of a group contract rate if one is available or contract on their own. ARC approval is required for all exterior painting.

12.07 Roof Cleaning.

Villa roofs will be cleaned on a cycle schedule determined by the Board. All single-family homes will be included in the cycle and are required to comply within one (1) year from the completion date of the villas.

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BOARD OF DIRECTORS' RESOLUTION ADOPTING CERTAIN AMENDED AND/OR NEW RULES AND REGULATIONS

WHEREAS, Bonita Isles Homeowners' Association (the "Association") is the corporation charged with the operation, maintenance, and management of Bonita Isles (the "Community"); and

WHEREAS, Article X, General Provisions, Section 6 of the Declaration of Covenants and Restrictions for Bonita Isles provides:

Section 6. Rules and Regulations. The Association may publish unrecorded Rules and Regulations from time to time that shall be applicable to the Subdivision but which shall not be applicable to the Declarant or its affiliates, agents or employees and contractors (except in such contractor's capacity as Owners) nor to institutional first mortgagees, nor to property while owned by either the Declarant or its affiliates or such mortgagees. Such Rules and Regulations shall apply to all other Owners and occupants. The Board of Directors shall be permitted to grant relief to one or more Owners from specific Rules and Regulations upon Written request therefor and good cause shown in the sole opinion of the Board.

NOW, THEREFORE, the Board of Directors (the "Board") adopts the following new and/or amended Rules and Regulations:

Rule 1.13 (Commercial Vehicles, Trailers, and Boats) is hereby amended to read:

Rule 1.13 Commercial Vehicles, Trailers, and Boats. Homeowners' association documents, including declarations of covenants, articles of incorporation, or bylaws, may not preclude a property owner or a tenant, a guest, or an invitee of the property owner from parking his or her personal vehicle, including a pickup truck, in the property owner's driveway, or in any other area at which the property owner or the property owner's tenant, guest or invitee has a right to park as governed by state, county, and municipal regulations. The homeowners' association documents, including declarations of covenants, articles of incorporation, or bylaws, may not prohibit, regardless of any official insignia or visible designation, a property owner or a tenant, a guest, or an invitee of the property owner from parking his or her work vehicle, which is not a commercial motor vehicle as defined in Florida Statutes Section 320.01(25), in the property owner's driveway. Notwithstanding the foregoing, no house or travel trailer, camper, mobile home, motor home, house trailer, horse trailer, boat trailer, trailer of any kind, recreational vehicle, boat, or other such vehicle or device (collectively, "vehicle or device") shall be placed, parked, left or stored on any Lot or the Common Areas; provided, however, that this provision shall not apply to any such vehicle or device being kept in an enclosed garage. Further, the prohibition of parking shall not apply to the temporary parking of a vehicle used as a service, or delivery vehicle. Any vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device provided the Association has a signed towing agreement in place with a towing company and a board member who is present requests and approves the tow. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason shall be grounds for

relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Rule 1.22 (Garbage and Trash Disposal) is hereby amended to read:

Rule 1.22 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be stored or disposed of except in accordance with the rules of the Association and the requirements of the applicable governmental authority for disposal or collection of waste. The right to select a garbage collection company for use by all Lots and to include billings for same as part of Assessments against each Lot, or alternatively, to bill directly or provide that the collection company shall bill directly to the affected Lots shall be reserved to the Association. No Lot Owner may avoid a fee or charge for garbage collection either as part of a regular Association assessment or as a separate charge of a garbage collection service. All equipment for the storage or disposal of such material shall be kept in a clean condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity unless use of another container by the City, County or hauler is required, and well-sealed. Plastic bags may be used for yard clippings. Bags and containers may not be placed out for collection sooner than twenty-four (24) hours prior to any scheduled collection and must be removed within twenty-four (24) hours of collection.

Rule 7 (Architectural Request Process) is hereby amended to read as follows:

7.01 Any change to the exterior of any Owner's Lot must be approved in advance by the Board.

7.02 Application Process.

7.02.1 Step 1. Applications are available from the property management company.

7.02.2 Step 2. Application to be completed by Owner.

7.02.3 Step 3. Application, along with required documents, is submitted to the management company for review by Board.

7.02.4 Step 4. The decision by the Board shall be rendered in one of the following forms:

7.02.4.1 "Approved" – The entire application as submitted is approved.

7.02.4.2 "Disapproved" – The entire application as submitted is rejected in total. The Board or designated committee must provide written notice to the Owner stating with specificity the provision(s) of the Declaration, Rules and Regulations, or other provision of the Governing Documents on which the Board relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such requirements.

7.02.4.3 "Conditionally Approved with Modifications" – The application is not approved as submitted, but the Board's suggestions for curing objectionable features or segments are noted. The Owner must correct the plan's objectionable features or segments, and the Owner may be required to resubmit the application or receive approval prior to commencing the change to the exterior of the Owner's Lot. The Board or designated committee must provide written notice to the Owner stating with specificity the provision(s) of the Declaration, Rules and Regulations, or other provision of the Governing Documents on which the Board relied when identifying the specific aspect or part of the proposed improvement that does not conform to such requirements.

7.03 (Appeals) is deleted in its entirety.

7.04 Variance. The Board may grant relief to one or more Owners from specific Rules and Regulations upon written request indicating the need for a variance from specific Rules and Regulations. The decision by the Board shall be rendered in one of the following forms:

7.04.1 "Approved" – The variance as submitted is approved.

7.04.2 "Disapproved" – The variance as submitted is rejected in total. The Board or designated committee must provide written notice to the Owner stating with specificity the provision(s) of the Declaration, Rules and Regulations, or other provision of the Governing Documents on which the Board relied when denying the variance and the specific aspect or part of the proposed improvement that does not conform to such requirements. If, in the sole opinion of the Board, the request does not show good cause for a variance from the specific Rules and Regulations, the Board may state with specificity Article X, Section 6 of the Declaration as the applicable provision of the Governing Documents.

Rule 8.03 (Exterior Ornaments) is hereby amended by the addition of a new Section 8.03.9:

Section 8.03.9 Artificial flowers. Artificial flowers are prohibited in all planted areas to include landscape beds, lawns and trees, unless they are not visible from the frontage of the Lot or an adjacent Lot and/or an adjacent common area.

Rule 8.06 (Flags) is hereby amended to read as follows:

8.06. Flags. This Rule applies to flags that are visible from the frontage of the Lot, an adjacent Lot, or an adjacent common area and provides as follows: one (1) portable, removable United States Flag, the official flag of the State of Florida and one (1) flag which represents the Unites States Army, Navy, Air Force, Marine Corps or Coast Guard, or a POW-MIA flag, may be displayed in a respectable manner by each Owner. The flag(s) shall at all times be displayed right side up, and shall not exceed $4^1/_2$ by 6 feet. The display of all other flags is prohibited.

8.06.1 It is only permissible to mount the flag(s) on the unit's garage door jamb.

8.06.2 Flags shall be well maintained, in good repair and flown according to flag etiquette.

Rule 9.04 (Vegetable Gardens, Herb Gardens and Fruit Trees) is hereby amended to read as follows:

9.04 Vegetable Gardens, Herb Gardens and Fruit Trees. Fruit trees are not permitted in Bonita Isles. Vegetable gardens and herb gardens are permitted in Bonita Isles provided: (1) they are not visible from the frontage of the Lot, an adjacent Lot, or an adjacent common area; and (2) the Unit Owner follows the Architectural Request/Application Process identified in Rule 7 and the Application is approved.

Rule 9.10 (Landscape Borders) is hereby amended to read as follows:

Rule 9.10 Landscape Borders. Black plastic landscape molding and dark bronze metal are the only approved materials allowed between dark brown mulch or Brown River rock and turf. All other borders such as, but not limited to brick, concrete, wood, etc. are strictly prohibited.

This Resolution was adopted at the Board of Directors' Meeting held November 10, 2025. There are seven (7) total Board members. The number of Board members who voted in favor of this Resolution is 7. The number of Board members who voted against this Resolution is 0. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: _____
Kurt Ely, President

Date: 11-10-2025

(CORPORATE SEAL)

INSTR # 2013000008532, Doc Type RES, Pages 72, Recorded 01/10/2013 at 01:25 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $613.50 Deputy Clerk LAMBROSIO

Prepared by and Return to:
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Tampa, Florida 33602

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

BONITA ISLES

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This instrument prepared by:
Keith W. Bricklemyer, Esq.
Bricklemyer Smolker & Bolves, P.A.
500 E. Kennedy Blvd., Suite 200
Tampa, Florida 33602

Space above for recorder's use only

DECLARATION OF COVENANTS AND RESTRICTIONS FOR BONITA ISLES

This DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration"), made and entered into this 21st day of December_, 2012 by MINTO COMMUNITIES, LLC, a Florida limited liability company, hereinafter referred to as "Declarant," 10150 Highland Manor Drive, Suite 200, Tampa, Florida 33610.

WHEREAS, Declarant is the owner of certain real property in the County of Lee, State of Florida, which is known as BONITA ISLES (hereinafter collectively the "Subdivision"), and which is more particularly described in **Exhibit "A"** attached hereto; and

WHEREAS, the Declarant desires to develop the real property described above by creating thereon a residential community of attached villas and Common Areas as hereinafter defined to include conservation areas and other common facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in the Subdivision and for the maintenance of Common Areas, and, to this end, desires to subject the Subdivision to the covenants, restrictions, easements, and conditions hereinafter set forth, each and all of which are for the benefit of such real property as hereinafter defined, and each subsequent owner of any part thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the common facilities and areas, and administering and enforcing the covenants and restrictions contained in this Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has or will incorporate under the laws of the State of Florida, as a non-profit corporation, BONITA ISLES HOMEOWNERS' ASSOCIATION, INC., the purpose of which will be to exercise the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that the Subdivision shall be held, sold and conveyed subject to the following covenants, restrictions, easements and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Subdivision and be binding on all parties having any right, title or interest in the Subdivision or

any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. **"Association"** shall mean and refer to BONITA ISLES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, which is (or is to be) incorporated, its successors and assigns.

Section 2. **"Articles"** shall mean and refer to the articles of incorporation of "BONITA ISLES HOMEOWNERS' ASSOCIATION, INC." a Florida corporation not-for-profit, filed with the Secretary of State of the State of Florida, as the same may be amended or restated from time to time. A copy of the initial Articles of Incorporation is attached to this Declaration as **Exhibit "B"** and made a part hereof.

Section 3. **"Assessment"** shall mean and refer to any annual assessment, special assessment, fine or penalty authorized to be imposed upon any Member pursuant to the provisions of this Declaration.

Section 4. "**Attached Unit**" shall mean and refer to a villa dwelling that is attached to and shares common walls, roofs and other components with another villa dwelling.

Section 5. **"Board of Directors" or "Board"** shall mean and refer to the body responsible for the general governance and administration of the Association, selected as provided by the Articles and By-Laws.

Section 6. **"By-Laws"** shall mean and refer to the by-laws of BONITA ISLES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, as the same may be amended or restated from time to time. A copy of the initial By-Laws is attached to this Declaration as **Exhibit "C"** and made a part hereof.

Section 7. **"City"** shall mean and refer to the City of Bonita Springs.

Section 8. **"Class 'B' Control Period"** shall mean the time period during which the Class "B" member may appoint a majority of the Board of Directors of the Association pursuant to the terms of, and which shall end as and when provided in, Article IV of this Declaration.

Section 9. **"Cluster Building"** shall mean and refer to the structure comprised of a pair of villa dwellings that are attached to each other and share common walls, roof, and other components.

Section 10. **"Common Expenses"** shall mean and refer to the actual and estimated expenditures, including reasonable reserves for maintenance, operation, or other services required or authorized to be performed by the Association with respect to Common Property, open space, or public areas, all as may be found to be reasonably necessary by the Association pursuant to the Declaration, the Bylaws, and the Articles of Incorporation of the Association.

Section 11. "Common Property" or "Common Areas" shall mean and refer to all real and personal property in the Subdivision from time to time intended to be used, owned, operated, and maintained by the Association, and devoted to the use and enjoyment of all members of the Association, all at Common Expense. Common Areas shall include, but not be limited to, the Common Areas within the Subdivision as shown on the Plat, all easement areas the benefits of which are held by the Association pursuant to this Declaration, and the Surface Water and Storm Water Management System.

Section 12. "Conservation Area" shall mean and refer to those areas in the Subdivision identified as "Conservation," "Wetland Conservation Area," or "Conservation Easement," as depicted on the Plat, if any.

Section 13. "County" shall mean and refer to Lee County, Florida, as governed through its Board of County Commissioners. To the extent that any portion or all of the Subdivision shall be annexed into a municipality, the term "County" as applied to lands within said annexing municipality shall refer to the annexing municipality.

Section 14. "Declarant" and "Developer" shall mean and refer to MINTO COMMUNITIES, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Declarant/Developer hereunder are specifically assigned. If such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, Declarant/Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Subdivision. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 15. "Declaration" shall mean and refer to this instrument, as amended from time to time.

Section 16. "**Detached Unit**" shall mean and refer to a free-standing dwelling Unit not attached to another dwelling Unit.

Section 17. "FHA" shall mean and refer to the Federal Housing Administration, an agency of the government of the United States of America.

Section 18. "Groundwater" shall mean and refer to all groundwater and other subsurface water of any and every type, kind, category or nature whatsoever, separately, mixed or combined with any other substance, found beneath the surface of the earth (whether referred to or categorized as ground water, underground water, reclaimed water, percolating ground water, moisture in soils or other substances, underflow of streams or underground streams), together with all rights, privileges and interest pertaining thereto, including without limitation all rights and benefits accruing from historical production, use and usage, and any and all permits, licenses or other governmental approvals that now or hereafter pertain or accrue to such Groundwater ownership, production and use.

Section 19. "Institutional Mortgagee" shall mean a bank, life insurance company, savings and loan association, credit union, real estate investment trust, the Federal National

Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), or any such entity that has a first mortgage on a Unit.

Section 20. "Limited Common Property" or "Limited Common Areas" shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintained by the Association, and devoted exclusively for the use and enjoyment of a Unit as shown on the Plat or as designated by the Board.

Section 21. "Lot" shall mean and refer to any numbered dwelling Unit site or plot of land within the Subdivision shown on the recorded Plat, with the exception of the Common Areas. The word Lot shall include both the platted site or plot of land, and the Unit located thereon when same has been constructed.

Section 22. "Member" shall mean and refer to a member of the Association, that is, an Owner of a Lot which is subject to this Declaration.

Section 23. "Minerals and Resources" shall mean and refer to all subsurface rights and interests underlying the Subdivision, or any portion thereof, including but not limited to, any hydrocarbons of whatever name or type, all metals and any and all other minerals, gases and substances of whatever name or type, geothermal energy and geothermal substances and rights, all aluminum, asphalt, barite, basalt, beryllium, bismuth, bentonite, clays, brines, bromine, caliche, celestite, cement, clay, coal, copper, diatomite, dolomite, evaporates, feldspar, fluorspar, gas, gemstones, gold, gravel, greensand, gypsum, helium, hydrogen, iron, lead, lime, limestone, lignite, magnesite, magnesium, manganese, mercury, mica, mineral water, molybdenum, natural gas, nitrates, novaculite, oil, oyster, peat, perlite, petroleum, phosphate, potash, polyhalite, pumicite, salt, shell, silver, sulfur, talc, tin, titanium, topaz, tripoli, turquoise, uranium, vermiculite, zeolites and zinc that now or in the future that are located in whole or in part, in, on, and under, and/or that may be produced from, the Subdivision, together with all ores thereof and other products or materials produced therefrom or in association therewith.

Section 24. "Minerals, Resources and Groundwater" shall mean and refer to Minerals and Resources and Groundwater collectively.

Section 25. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, but excluding those having such interest merely as a security for the performance of an obligation.

Section 26. "Plat" shall mean and refer to the plat of Bonita Isles, as recorded in Plat Book _____, Page _____, Public Records of Lee County, Florida.

Section 27. "Subdivision" shall mean and refer to that real property described in **Exhibit "A"**, attached hereto and incorporated herein and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 28. "Surface Water and Stormwater Management System" shall mean and refer to a drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and other similar and/or related improvements, and all connecting pipes and easements, which is designed and constructed or implemented to control

discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to the Environmental Resource Permit or other permits issued by the South Florida Water Management District (the "**District**"). The Surface Water and Stormwater Management System facilities include, but are not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Subdivision.

Section 29. **"Unit"** shall mean and refer to the individual residence constructed on a Lot.

Section 30. **"VA"** shall mean and refer to the Veterans' Administration, an agency of the government of the United States of America.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. **Property Subject to this Declaration.** The property described in **Exhibit "A"** is and shall be improved, transferred and occupied subject to this Declaration.

Section 2. **Additional Property.** Declarant shall have the right, in Declarant's sole and absolute discretion, but not the obligation, to bring within the scheme of this Declaration, as additional property, additional lands within the vicinity of the property subject to this Declaration, at any time within ten (10) years from the date this Declaration is recorded, without the consent of the members of the Association or any mortgagee or other lienholder on any lot, provided that the Federal Housing Administration and Veterans Administration consent to such annexation, if required. Notwithstanding the foregoing, in no event shall any additional property be subject to this Declaration until such property is specifically incorporated into the scheme of this development as provided in Section 3 below. In the event additional phases of the development may become Common Property, said Common Property will, at that time, be owned and maintained by the Association. The Association, however, shall have no obligation to maintain any property until such time as said property has been properly dedicated to the Association.

Section 3. **Method of Annexation.** Additions authorized under this Article shall be made by recording a supplemental Declaration, extending the scheme of this Declaration, which shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the additional property. Said supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration, as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented. Upon the recording of any supplemental Declaration, the owners of the newly added property shall also have the right and non-exclusive easement to the use and enjoyment in and to the Common Areas, if any, and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Areas. Any supplemental Declaration recorded in accordance with the terms hereof

shall be conclusively in favor of all persons who rely thereon in good faith. From and after recording of any supplemental Declaration, the additional property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational or stormwater management facility situated upon the Common Areas;

b. the right of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in accordance with the restrictions on the recorded Plat and this Declaration;

c. if and as permitted by applicable Florida law, the right of the Association to suspend the voting rights and right to use of any recreational facility by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations or this Declaration;

d. the right of the Association to dedicate or transfer, subject to this Declaration, all or any part of the Common Areas to any public agency, authority or utility for such purposes, and subject to such conditions, as may be agreed to by the Board; and

e. the right of the Association to adopt at any time and from time to time and to enforce Rules and Regulations, including the right to fine members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, Owner's right of enjoyment to the Common Areas and facilities to the members of Owner's family, Owner's authorized tenants, guests or contract purchasers who reside in Owner's Unit.

Section 3. Construction and Sales. There is hereby reserved to the Declarant, its designees, and such of its successors and assigns who have been expressly assigned the rights set forth in this section, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Areas for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots within the Subdivision; provided, however, that such use shall terminate upon the sale of all Lots; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Areas.

Section 4. Utility Easements. Use of the Common Areas, excluding any Conservation Area, for utilities, as well as use of other utility easements within the Subdivision as shown on the Plat, shall be in accordance with the applicable provisions of this Declaration. The Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas (excluding any Conservation Area) and the Lots for the installation and maintenance of community and/or cable television and security and other communication lines, equipment and materials and other similar underground television, radio and security cables (and all future technological advances not now known) for service to the Lots and other portions of the Subdivision. Nothing contained herein shall obligate Declarant to provide said services hereunder.

Section 5. Drainage Easement. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas, including all portions of the Surface Water and Storm Water Management System, in order to permit surface and storm water drainage and run-off from one Lot (and its improvements) to another Lot or Lots or to the Common Areas or from the Common Areas to any Lot or Lots or from portions of the Common Areas to other portions of the Common Areas. Without limiting the generality of the foregoing, the Declarant and the Association shall have a perpetual, non-exclusive easement over all portions of the Surface Water and Storm Water Management System for access to operate, maintain, repair, or replace such system. By this easement, the Declarant and the Association shall have the right to enter upon any portion of any Lot which is a part of or adjacent to the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, or replace the system as the County or any governmental agency or quasi-governmental body requires or permits. Additionally, the Declarant and the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System, and the owner of the pumps, pipes, and other apparatus comprising the system shall have an easement of access and maintenance as necessary for the operation, maintenance, repair, and replacement of such equipment. Prior to the end of the Class 'B' Control Period, no person other than Declarant shall alter the drainage flow of or over the Surface Water and Storm Water Management System, including, without limitation, buffer areas or swales, without the Association's and District's prior written approval.

Section 6. Ingress, Egress Easement. Easements are reserved over the Common Areas in favor of each Lot and Lot Owner, their respective tenants, invitees, and agents for the purpose of ingress and egress to any Lot, and any encumbrance of the Common Areas shall be subject the foregoing easement rights. Declarant is obligated to construct any and all common driveways necessary to provide reasonable access to all Lots.

Section 7. Ownership and Use of Common Areas and Limited Common Areas.

a. The Common Areas and Limited Common Areas are hereby dedicated to the Association, and except for the Limited Common Areas, to the non-exclusive joint and several uses, in common, of the Declarant and the Owners of all Lots that may from time to time constitute part of the Subdivision and the Declarant's and such Owners' tenants, guests and invitees. Limited Common Areas are reserved for the exclusive use of the Unit to which they are appurtenant. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas and Limited Common Areas, except to

the extent Unit Owners are responsible for maintaining their respective Limited Common areas as provided herein.

b. Declarant, Owners and the Association acknowledge and agree that City shall not be obligated to assume responsibility for the maintenance, operation, repair and replacement of any Common Area or Limited Common Area or any improvements located thereon. In the event of the termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands must be transferred to and accepted by an entity which would comply with Section 40E, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Association shall be deemed assumed by the Owners, and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands in accordance with the requirements of the permits.

c. It is intended that all real estate taxes assessed against the Common Areas and Limited Common Areas shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within the Subdivision. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas or Limited Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation.

d. Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and Limited Common Areas, excluding any Conservation Area, and other portions of the Subdivision, excluding any Conservation Area, for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Common Areas, Limited Common Areas and other portions of the Subdivision, excluding any Conservation Area, for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of the Subdivision. Without limiting the generality of the foregoing, the Declarant and its affiliates shall have the specific right to maintain upon any portion of the Subdivision sales, administrative, construction and/or offices without charge, and appropriate easements of access and use are expressly reserved unto the Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Declarant shall not be liable for delays in such completion to the extent resulting from the above-referenced activities. Any property owned by Declarant that is intended to be made Common Area shall be maintained by Declarant until such time as it is dedicated to the Association.

Section 8. Maintenance of Common Areas. No Lot Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Limited Common Areas or abandonment of the right to use the Common Areas or Limited Common Areas.

Section 9. Declarant's Easement. Notwithstanding the easement granted to the Association, Declarant hereby reserves to itself, its successors and assigns, and such other persons as Declarant may from time to time designate in writing, a perpetual, privilege and right in and to, over, under, on, and across the Common Areas and Limited Common Areas for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use does not unnecessarily interfere with the reasonable use and enjoyment of these properties and the facilities by the Association and owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any of the properties owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvement or unreasonably interfere with the enjoyment of the properties. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of security and television cables and wire within the rights of way, Common Areas, Limited Common Areas and easement areas referred to hereinabove.

Section 10. Service Easement. Declarant hereby grants to the delivery, pick up, and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by Declarant, its successors or assigns to service the properties, and to such other persons as Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress, over and across the Common Areas for the purpose of performing their authorized services and investigations.

Section 11. Right of Entry. The Association shall have the right but not the obligation, to enter onto any Lot or dwelling in case of an emergency, or to perform functions related to safety or security, which right may be exercised by the Association's officers, agents, employees, managers, and all County or municipal policeman, fireman, and ambulance personnel, and, similar emergency personnel in the performance of their respective duties. Except in emergency situations, entry shall only be during reasonable hours, and after notice to the owner. This right of entry shall include the right of Association to enter to cure any condition which may increase the possibility of a fire or other hazard in the event an owner refuses to cure the condition upon request by the Association.

Section 12. Easement for Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and Unit, and such portion or portions of the Common Property adjacent thereto, or as between adjacent Lots and/or properties, due to unintentional placement or setting, or shifting of the improvements constructed, reconstructed, or altered thereon, including, but not limited to, party walls (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along the line perpendicular of such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurs due to the willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 13. Easement for Overhangs. There shall be an easement over Common Areas for eaves, soffits, balconies, porches, patios and equipment pads to a distance of five (5) feet beyond the Lot lines.

ARTICLE IV
ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Function of the Association. The Association is the entity responsible for management, maintenance, operation, and control of the Common Areas. The Association also has primary responsibility for administering and enforcing the Association documents, rules and regulations. The Association shall perform its functions in accordance with the Association documents and Florida law. The Board shall be responsible for management of the Association and may contract with a property manager for such purpose. The Board is appointed or elected as provided in the By-Laws.

Section 2. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles and By-Laws, and shall automatically pass to the successor in interest of any Owner upon conveyance of such Owner's interest in the Lot.

Section 3. Voting Rights. The Association shall have two classes of voting membership, Class "A" and Class "B," described as follows:

a. Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine and in accordance with the Association's By-Laws, but in no event shall more than one vote be cast with respect to any Lot.

b. Class B. The sole Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the date of any of the following events, whichever occurs first:

(1) Ninety (90) days after ninety percent (90%) of the Lots in the Subdivision that will ultimately be operated by the Association have been conveyed to Members other than Declarant;

(2) Ten (10) years after the date of recording of this Declaration; or

(3) The date on which Declarant elects, in its sole discretion, to terminate the Class B Membership.

Notwithstanding the foregoing, however, Declarant shall be entitled to elect at least one member of the Board of Directors for as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the Lots in the Subdivision.

ARTICLE V
ASSOCIATION POWERS AND RESPONSIBILITIES

Section 1. Acceptance and Control of Common Areas.

a. The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate and dispose of tangible and intangible personal property and real property, subject to the provisions of this Declaration, the Articles and By-Laws. The Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Areas by others. Further Declarant may before or after the conclusion of the Class 'B' Control Period, transfer any governmental permits or approvals pertaining to the Subdivision to the Association and the Association shall accept such assignment.

b. Declarant or its designees may, from time to time, transfer to the Association, and the Association shall accept, personal property and/or fee simple title or other property interests in any improved or unimproved real property.

c. The Association is responsible for the management, operation and control of the Common Areas, subject to any covenants, easements or restrictions set forth in any deed or other instrument transferring or vesting the Common Areas in the Association. The Board may, from time to time, adopt reasonable rules and regulations regarding the use of the Common Areas as it deems appropriate, provided that such rules and regulations shall require the prior written consent of Declarant prior to the conclusion of the Class 'B' Control Period.

d. Declarant may elect to construct or install certain improvements or facilities upon portions of the Common Areas, but is not obligated to do so. Declarant shall have the absolute right and power to determine which facilities and improvements, if any, will be located on the Common Areas prior to the conclusion of the Class 'B' Control Period.

Section 2. Maintenance of the Common Areas. The Association shall maintain all of the Common Areas of the Subdivision. Any mitigated wetlands maintenance and monitoring or other similar activity within the Wetland Conservation Area (or other wetland areas) of the Subdivision shall be the responsibility of the Association. Unless otherwise provided in this Declaration, or any applicable amendment to this Declaration, the costs associated with repair, maintenance and replacement of the Common Areas shall be a Common Expense.

Section 3. Insurance on the Common Areas. The Association shall keep all improvements, facilities, personal property and fixtures located within the Common Areas insured against loss by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters) and may obtain insurance against such other hazards and casualties as the Association may deem desirable.

a. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect any and all of the following types of insurance, as deemed necessary or desirable in the Board's judgment, and as may be available on commercially reasonable terms:

(1) blanket property insurance covering all insurable improvements to the Common Areas, to the extent that the Association has the obligation to repair or restore them in the event of a casualty loss;

(2) commercial general liability insurance on the Common Areas insuring against liability for bodily injury, death, and property damage arising from the activities of the Association or with regard to the Common Areas;

(3) directors and officers liability coverage;

(4) commercial crime insurance, including fidelity insurance covering all persons responsible for handling Association funds in an amount at least equal to three months of general assessments, plus all reserve funds;

(5) to the extent any insurance improvements to the Common Areas are within an "A" flood zone, flood insurance in an amount equal to the lesser of one hundred percent (100%) of the replacement cost of all insurable improvements within the Common Areas (if any) or the maximum amount of coverage available under the National Flood Insurance Program; and

(6) such additional insurance as the Board determines is advisable.

b. The Association shall arrange for annual review of the sufficiency of its insurance coverage by one or more qualified persons. All Association policies shall provide for a certificate of insurance to be furnished to the Association and upon request to each Member insured. The policies shall contain a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees or tenant, then the Board may assess the full amount of such deductible against such Owners and their Lots as a special assessment.

c. In the event of damage to or destruction of Common Areas or other property for which the Association maintains insurance coverage, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

d. As to each policy of insurance maintained by the Association which shall not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant, and the directors, officers and employees of the Association with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by any such persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Relationships with Other Entities. The Association may enter into contractual agreements or covenants to share costs with any other neighboring property owners'

association, utility providers, independent special districts, or other similar tax exempt, non-profit organizations for the purpose of sharing or apportioning costs, granting exclusive or non-exclusive easements over, under, across and through the Common Areas to or in favor of such entities.

Section 5. Responsibilities Under Governmental Permits. Declarant shall have the absolute and unconditional right, in its sole discretion, to assign, delegate, or otherwise transfer to the Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Subdivision, including without limitation, its continuing obligations with respect to the Surface Water and Storm Water Management System. The Association shall accept and assume such obligations and responsibilities without consideration or condition. Such assignment, delegation or transfer and assumptions shall be effective without the consent of, or any further action by the Association, but upon Declarant's request, the Association promptly execute any documents which Declarant requests to evidence the assignment, delegation, or transfer and assumption of such obligations and/or responsibilities. The Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with such permits and approvals. The Association shall indemnify, defend and hold Declarant harmless from any claims or losses arising out of the violation or failure to comply with any permits or approvals with respect to the operation, maintenance or use of any improvement or facility authorized by the permit, provided such claim or loss first occurs after the effective date of the assignment, delegation, or transfer.

Section 6. Surface Water and Storm Water Management System.

a. Maintenance, Operation, and Monitoring. The Association shall maintain, as part of the Common Areas, the Surface Water and Storm Water Management System and shall comply with conditions of any permits issued by the South Florida Water Management District, the United States Army Corps of Engineers ("Corps of Engineers"), the County, the City, or the State of Florida for the Surface Water and Storm Water Management System and wetlands within the Subdivision. The Association may, at its election, apply for the issuance of, or accept assignment of, all South Florida Water Management District, Corps of Engineers, County, City and State of Florida permits for the Subdivision (as the Subdivision may be expanded by the annexation of additional phases as herein contemplated) and may be designated as the "permittee" thereof. The conditions of the permits may include monitoring and record keeping schedules, and maintenance. The following additional conditions shall apply:

(1) The permittee of any such South Florida Water Management District permit ("Permittee") shall hold and save the South Florida Water Management District, Corps of Engineers, County, City and State of Florida harmless from any and all damages, claims, or liabilities which may arise by reason of the operation maintenance, or use of any improvement or facility authorized by the permits.

(2) The Permittee shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permits, as required by the South Florida Water Management District, CORPS of Engineers, County, City and the State of

Florida. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permits and when required by the South Florida Water Management District, Corps of Engineers, County, City and State of Florida rules.

(3) The Permittee, the Association, and the Declarant specifically agree to allow authorized South Florida Water Management District, Corps of Engineers, County, City and State of Florida personnel, upon representation of credentials or other documents as may be required by law, access to the Common Areas where the permitted activity is located or conducted at all reasonable times for the purposes of inspection and testing to determine compliance with the permits and South Florida Water Management District, Corps of Engineers, County, City and the State of Florida regulations, such as:

i. having access to and copying any records that must be kept under the conditions of the permits; and

ii. inspecting the facilities, equipment, practices, or operations regulated or required under the permits; and

iii. sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permits or South Florida Water Management District, Corps of Engineers, County, City and State of Florida rules; and

iv. gathering data and information.

For purposes of the foregoing, the determination of a "reasonable time" may depend on the nature of the concern being investigated.

(4) Establishment and survival of littoral areas, if any, provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote viable wetlands plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

(5) The Permittee shall submit inspection reports in the form required by the South Florida Water Management District, Corps of Engineers, County, City and State of Florida, in accordance with the schedule specified in permit conditions.

(6) It shall be the responsibility of each Owner at the time of construction of a building, residence, or other structure on such

Owner's Lot, to comply with the construction plans for the Surface Water and Storm Water Management System pursuant to Chapter 40E, F.A.C., approved and on file with the South Florida Water Management District.

(7) It is the Owner's responsibility not to remove native vegetation, including cattails) that become established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, the introduction of carp grass and cutting. If the Subdivision includes a wetland mitigation area or wet detention pond, no vegetation in such area shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the South Florida Water Management District and the Corps of Engineers. Owners should address any question regarding authorized activities within any wet detention pond to the South Florida Water Management District, and the Corps of Engineers.

(8) No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland(s), wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in approved permits and recorded Plats, unless prior approval is received from both the South Florida Water Management District Regulation Department pursuant to Chapter 40E, F.A.C., and from the City. If such activities are subject to Corps of Engineers or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(9) Neither the Permittee, the Association, the Declarant, nor any Owner shall engage in any construction related activities within any part of the Surface Water and Storm Water Management System or wetlands unless such activities have been approved in writing by the South Florida Water Management System, or are specifically authorized by the conditions of the applicable permits. Without limitation, the following activities are deemed construction related and are prohibited unless authorized in accordance with this subsection: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water and Storm Water Management System or wetland facilities. If such activities are subject to the Corps of Engineers, County, City, or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(10) The Association, through its Board, shall be responsible for enforcing the provisions of this Declaration; however, in addition to enforcement by the Association, Declarant hereby reserves unto itself and grants to the City and the South Florida Water Management District, the non-exclusive right, but not the obligation, to enforce the provisions of this Declaration concerning compliance with the Surface Water and Storm Water Management System and wetland permits, all applicable federal, state, and local laws, ordinances, and regulations, and all applicable rules and regulations of the Association against any person or entity in violation including the Owners, the Association, builders, Affiliates of Declarant, and Declarant by the exercise of any remedies available at law or in equity, or otherwise provided in this Declaration for the protection and benefit of the Association its Members, and the Subdivision.

b. Effect of Dissolution. In the event of the termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands must be transferred to and accepted by an entity which would comply with Section 40E, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Association shall be deemed assumed by the Owners, and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands in accordance with the requirements of the permits.

c. Shared Facilities. Certain provisions of the Surface Water and Storm Water Management System may serve the drainage needs of adjacent lands not owned by Declarant and not within the Subdivision. Declarant reserves the right to grant such drainage and/or use such easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Subdivision and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system for the Association.

ARTICLE VI
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association initial or capital contribution fees, annual assessments or charges, Cluster Building assessments, and special assessments for capital improvements and to comply with these covenants and restrictions wherein costs suffered by the Association to correct violations which may be assessed against particular Owners and Lots and payment of certain enforcement penalties as provided for in Article XIII, such assessments to be established and collected as hereinafter provided. The annual assessments, special assessments and all other assessments authorized pursuant to this Declaration, together with interest, costs,

and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or persons who were the Owners of such property at the time when the assessment fell due. Except as may otherwise be provided by law, the personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records of the County.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association; for promoting the health, safety, welfare of the residents, and the general aesthetics of the Subdivision; for the improvement and maintenance of the Common Areas, including for the conservation and maintenance of any Conservation Area; for the payment of operating expenses of the Association; for the payment of taxes and insurance on the Common Areas; for certain Lot maintenance as provided for in Article VII; for compliance with and enforcement of other covenants or restrictions as provided for in this Declaration; for capital improvements; for reserves (if any) for landscaping, irrigation, painting of Buildings, repair and replacement of paving and sidewalks and roofs on Cluster Buildings, and for any other thing necessary or desirable, including but not limited to the cost associated with obtaining basic cable television services and utilities through a master meter for the Subdivision in the judgment of the Association; to keep the Subdivision secure, clean, neat and attractive and to preserve or enhance the value of the Subdivision; and to eliminate fire, health or safety hazards; and for any other thing which in the judgment of the Association may be of general benefit to its members.

Section 3. Annual Assessments. The Board of Directors of the Association shall create annual Budgets and establish annual assessments for all Units. The proportional amount of assessments shall be $1/145^{th}$ of the expenses payable by all Detached Units and $1/70^{th}$ of the expenses payable by Attached Units.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Board.

Section 5. Rate of Assessment; Declarant Exemption. Annual assessments, special assessments and other applicable assessments for capital improvements must be affixed at a rate based on the number of Lots without completed Units and the number of Lots with completed Units being assessed and based on the number of Attached Units and the number of Detached Units. Assessments may be collected in advance on a monthly, quarterly, semi-annual or annual basis. Declarant shall not be obligated to pay any assessment for any Lot which it may own during any period of time that Declarant shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources (the "**Deficit**"). The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of the Common Areas, and the assessments levied against Owners other than the Declarant. The Deficit shall not

include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures unless otherwise determined by the Board. Declarant hereby agrees to pay the Deficit until the earlier of the date it gives written notice to the Association terminating its obligation to pay the Deficit or the date the Class B membership is terminated. Upon the termination of the Declarant's obligation to pay the Deficit, the class of assessments for Lots without completed Units shall pay 1/215th of the expenses for the following expense categories:

Management Services
Administrative
Lawn, Landscape, Irrigation,
mulch for Lots Only
Insurance
Liability, Crime, Umbrella, D&O
Tax Preparation and Financial Review
Corporate Filing Fee.

Section 6. Cluster Building Assessments. The Association may levy and collect Cluster Building-Assessments to pay for the repair, maintenance or replacement of Cluster Buildings or the Limited Common Property against the Owners of Units within a Cluster Building. The assessments include, but are not limited to, all costs incurred in maintaining the exterior, painting, replacement and repair of roofs or the repair of damage to the Cluster Building not covered by a policy of insurance.

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots upon recording of this Declaration. If a separate class of assessments is established for Lots with Units and Lots without Units as described in Section 5 above, the annual assessment for Lots with completed Units shall commence in the month following the issuance of the Certificate of Occupancy for the Unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall adopt the Budget and fix the amount of the annual assessments at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association shall, upon demand for and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof or any fees or penalties imposed pursuant to Article XIII hereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In addition, the Owner responsible for the payment of the delinquent assessment shall pay a late fee in the amount established from time to time by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to an institutional lender (i.e., a bank, insurance company, or savings and loan association), or Federal Housing Administration or Veterans Administration insured, guaranteed, or owned mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer except as allowed by Section 720.3085(2)(c), as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon. No mortgagee shall be required to collect Assessments.

Section 10. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity or the Association shall be exempt from the assessments created herein; provided, however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Reserve Funds. The portion of any annual assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments for capital improvements, shall be held in trust by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

Section 12. Start-up Assessment. In addition to annual and special assessments, each new Owner of a Unit commencing with the first Owner acquiring title from Declarant, shall pay the Association at the closing a start-up assessment in the amount of $350.00. The start-up assessment may be used by the Association to establish the new account and for any purpose not expressly prohibited by this Declaration or Florida law.

ARTICLE VII
MAINTENANCE RESPONSIBILITIES

Section 1. Responsibilities. Responsibility for the maintenance, repair and replacement of the Lots and Common Areas is as follows:

a. Common Areas. The Association shall maintain, repair and replace, as part of the Common Expenses, all of the Common Areas as defined herein, except for (a) landscaping items planted by a Unit Owner within that portion of the Limited Common Areas surrounding a Unit as described herein and (b) matters otherwise concerning the Limited Common Areas as specifically provided in this Declaration to be the responsibility of the Unit Owner.

b. Limited Common Areas. Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, are designated as Limited Common Areas, and are defined and located on the surveys recorded in the Plat as defined in this Declaration. For purposes of clarity, the five foot Limited Common Area surrounding the exterior of the Unit, as generally depicted on the Plat, shall be measured from the terminus of the concrete foundation of the Unit as originally constructed. In addition, any and all drywall which serves to define the vertical and upper horizontal boundaries of the Unit

and is not located within the physical boundaries of the Unit shall be a Limited Common Area for such Unit, and shall be maintained by the Unit Owner. Any expense for the maintenance, repair or replacement relating to Limited Common Areas shall be treated as and paid for as part of the Common Expenses of the Condominium unless otherwise specifically provided in this Declaration and the exhibits attached hereto. Should said maintenance, repair or replacement be caused by the Unit Owner or the lessees, servants and invitees of a Unit Owner, then such Unit Owner shall be responsible therefor. Where a Unit has a patio or porch which abuts said Unit, said area is, unless otherwise indicated on the Plat, a Limited Common Area for the exclusive use of the Unit it abuts, and the Unit Owner shall be solely responsible for maintaining such area and for paying the costs and expenses associated therewith, and for procuring insurance covering such area. The Unit Owner shall be responsible for the maintenance and care of any wiring or electrical outlets or light fixtures, and, where applicable, light fixtures affixed to the exterior walls of a Unit, and said Unit Owner shall be responsible for replacing the necessary light bulbs for said light fixtures by the same color and bulb wattage and for repairing and maintaining the porches and/or patios, including any screening on said porches and/or patios or the enclosing of said porches and/or patios, all at the said Unit Owner's cost and expense. Should any maintenance, repair or replacement of a portion of the Limited Common Areas which is the responsibility of the Association be caused by the Unit Owner or the lessees, servants, or invitees of the Unit Owner, then such Unit Owner shall be responsible therefor.

c. Attached Units. The responsibility for maintenance, repair and replacement within the Lots for Attached Units shall be shared by the Association and the Unit Owners as follows:

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing the following items, and the cost of the maintenance thereof shall constitute Common Expenses:

(1) All landscaping, sprinkling systems, lawn and grass areas, fences, and also all water and wastewater lines up to the boundary of each Lot;

(2) The entire dwelling located within a Lot, including, without limitation, exterior walls, party walls, roofs and foundations; provided, however, that the Association shall not be responsible for maintaining that portion of the dwelling bounded by the unfinished interior surfaces of the perimeter walls, floors and ceilings (hereinafter referred to as "Living Space"); and

(3) The load-bearing walls within the Living Space except for the finished surfaces thereof.

(ii) By the Unit Owner. Each Attached Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Lot, including the permitted improvements, which is not to be maintained by the Association pursuant to subparagraph c.(i) of this Section, including but not limited to:

(1) All exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a Common Expense. These surfaces shall be maintained in such manner as to preserve a uniform

appearance among the Units in the Subdivision;

(2) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

(3) All built-in shelves, cabinets, counters, storage areas and closets;

(4) All mechanical, ventilating, heating and air conditioning equipment serving the individual Unit; any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

(5) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective Unit, and all electric lines between the Unit and its individual service panel or meter;

(6) All interior doors, non-load-bearing walls, partitions, and room dividers;

(7) All furniture, furnishings and personal property contained within the respective Unit;

(8) All other maintenance, repair or replacements involving a Lot as contemplated and authorized hereunder; and

(9) Any and all drywall which serves to define the vertical and upper horizontal boundaries of the Unit.

d. Detached Units. The Owner of each Detached Unit shall be responsible for the maintenance, repair and replacement of all improvements within that Owner's Lot, including the home and landscaping and irrigation, except for those maintenance responsibilities assumed by the Association in the discretion of the Board for the benefit of all Detached Units. If an irrigation system is installed and maintained by the Declarant or the Association to serve more than one Unit, no Unit Owner shall operate or alter any part of said irrigation system.

e. Maintenance Contracts.

(i) The Board of Directors may enter into a contract with any firm, person or corporation, or may join with other associations and entities in contracting for the maintenance and repair of the Subdivision and other properties, and may contract for or may join with other entities in contracting for the management of the Association and other properties, as may be more specifically provided for by the Articles of Incorporation and By-Laws.

(ii) The Association may enter into agreements or authorize arrangements with such firms or companies as it may deem appropriate for and on behalf of the Unit Owners to provide certain services and/or maintenance which otherwise would be the responsibility of the Unit Owners rather than the Association under this Declaration. Said agreement(s) or arrangement(s) may provide for such maintenance and service to be performed

on a regularly scheduled basis, such as air conditioning maintenance and service, exterminating, services and other types of maintenance and services, as the Association deems advisable for such periods of time and on such basis as it determines. The cost for such services and/or maintenance shall be the specific responsibility of each Unit Owner participating in such service and/or maintenance and shall not be a Common Expense for all Unit Owners. Such agreements or arrangements shall not relieve the Unit Owners of the underlying responsibility but shall be a convenience for them. Each Unit Owner shall be deemed a party to said agreements or arrangements with the same force and effect as though said Unit Owner had executed said arrangement or authorized said arrangement and it is understood and agreed that the Association shall be executing or authorizing said agreements or arrangements as the agent for the Unit Owners. Each Unit Owner agrees to allow the Association to enter into any Lot for the purpose of maintenance, repair, replacement of the Common Areas or any portion of a Lot to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Areas or to a Unit or Units.

Section 2. Alterations and Improvements. Alterations and improvements to the Common Areas and the Lots shall be governed by the following provisions:

a. To Common Areas.

(i) After the completion of the improvements included in the Common Areas which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to the Common Areas (other than Limited Common Areas), except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the total vote of the Lot Owners.

(ii) Except as may be otherwise provided herein, there shall be no alterations or additions to Limited Common Areas except as authorized by the Board of Directors, and approved by not less than seventy-five percent (75%) of the total vote of the Unit Owners, provided that no alterations or additions may be made to the Limited Common Areas which adversely affect or prejudice the right of any Unit Owner, unless his written consent has been obtained.

(iii) Further, the Unit Owner shall be required to obtain approval of the Board as to the architectural and structural components of and pertaining to any alteration or extension of a Limited Common Area (and the Board shall have the power to promulgate rules and regulations in this regard, for the protection of the Unit Owners as a whole and the Association). The Unit Owner desiring approval of an alteration to a Limited Common Area shall be required to pay any and all costs associated with (1) the application, review and approval of the alteration, (2) the calling of an Association meeting to vote on the extension (if the membership vote on the alteration is not to occur at a regularly-scheduled meeting of the Association membership), (3) the preparation of any and all required revisions to the Plat and/or this Declaration as a result of modification to the Limited Common Areas appurtenant to such Unit, and to the Common Areas (as applicable), and (4) the costs of recording in the public records of the County any and all documents and drawings necessary to evidence the approval of the alteration.

(iv) Except as may be otherwise provided herein, where the approval of Unit Owners for alterations to the Common Areas or Limited Common Areas is required in this Declaration and exhibits attached hereto, the approval of institutional mortgagees whose mortgages encumber at least fifty-one percent (51%) of those Units encumbered by a mortgage at said time shall also be required.

b. To the Units.

(i) Except as otherwise reserved by the Developer, no Unit Owner shall make any alteration or improvement to the Unit Owner's Unit except in accordance with this Section. A Unit Owner may make alterations and improvements to the interior of the dwelling located within the Unit, so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law. A Unit Owner may not expand, enlarge or relocate the single family structure originally located within his Lot. Any other alterations or improvements to a Unit (including, but not limited, to the enclosing or screening in of any porch or patio within the Unit), may be made only if prior written approval is obtained from the Board of Directors.

(ii) A Unit Owner making or causing to be made any additions, alterations or improvements agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Subdivision and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

Section 3. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings and Cluster Buildings upon the properties and placed on the subdividing line between the Lots, shall constitute a **"Party Wall"** and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Association and each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Party Wall and Unit with which it shares said Party Wall.

(b) Sharing of Repair and Maintenance. The cost of repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use, except in the case of negligence or willful misconduct by an Owner. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Wall that faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said wall within thirty (30) days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party

Wall, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such wall or any part thereof shall be rebuilt it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the wall within thirty (30) days, unless extended by the Board, and to pay his share of such cost in the case of negligence or willful misconduct, the Association may have such wall repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lot shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.

(c) Destruction by Fire of Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any applicable law, statute or ordinance.

(d) Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the Areas shall bear the cost of furnishing the necessary protection against such Areas.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Easement for Encroachment. There shall be reciprocal, perpetual easements of encroachment between each adjacent Lot or Unit due to the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the common boundary along a line perpendicular of such boundary at such point.

(g) Easement for Lateral Support. There shall be reciprocal, perpetual easements of lateral support between each adjacent Lot or Unit upon the structural components, including the Party Walls for lateral support of each Unit. No Owner shall demolish, modify, or interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Unit.

(h) Sound Transmission. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby acknowledges and agrees that sound transmission in Buildings such as the Cluster Buildings is very difficult to control, and that the noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. Declarant does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Subdivision, and each Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

Section 4. Owner Insurance; Casualty Loss to Owner Structures.

(a) Owner Obligation to Maintain Insurance. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable supplemental declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Areas due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Areas, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies Such insurance policy or policies shall name the Association as an additional insured.

(b) Certificates; Notice to Association. Each Owner shall provide a certificate evidencing such insurance to the Association within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance with the Owner is required to obtain hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot.

(c) Association's Right to Place Insurance. Upon Board resolution and at least sixty (60) days' prior written notice to each Owner of an affected Lot, the Association may elect, but shall have no obligation, to obtain a blanket insurance policy providing property insurance for all structures on all Lots within the Subdivision. Inclusion in the budget provided to the Owner shall constitute adequate notice. In such event, the Owners shall be relieved of their insurance responsibility only to the extent such responsibility is assumed by the Association. The costs of such insurance shall be a Common Expense. Any such policy obtained by the Association may exclude fixtures, finishes, contents, and improvements to the interior of the structures on the Lot and any exterior improvements made by an Owner or occupant of the Lot. Following such an assumption of insurance responsibility, the Association may, at any time, upon not less than thirty (30) days' written notice to each Owner, discontinue such blanket insurance coverage and, in such event, each Owner shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Lot and structures

thereon. Regardless of whether the insurance required hereunder is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Lot and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Lot and improvements thereon which are their respective responsibilities. If the Owner is required to obtain insurance hereunder and such insurance is insufficient, the Association shall be relieved of any obligation to maintain, repair, and replace damaged or destroyed portions of the Owner's Lot, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Lot.

(d) Repair or Restoration by Unit Owner. In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved by the Association, except that if the Association has assumed responsibility for insurance coverage hereunder, the Association shall, subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Association has expressly, in writing, assumed insurance responsibility. The Unit Owner within any affected Building shall be responsible for paying any expenses of reconstruction of or repair to any Building which is not covered by any policy of insurance, whether as a result of deductibles or exclusions.

(e) Association Non-Liability. The Association shall not be liable to any Owner for any damages, losses or claims for personal injury or property damage including, but not limited to, loss of personal property, fixtures, and loss of use of any Unit, arising out of damage or destruction of a Cluster Building or any repair or replacement thereof. Owners shall be solely responsible for insuring the contents of their Units, as well as any loss of use of any Unit.

ARTICLE VIII
GENERAL RESTRICTIONS

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unsightly or unkempt condition of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of the Subdivision as a whole or the specific Lot.

Section 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Subdivision. There shall not be maintained in the Subdivision any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the Subdivision by the Owners thereof.

Section 3. Commercial Vehicles, Trailers, Boats and Parking. No oversized vehicle, truck, house or travel trailer, camper, mobile home, motor home, house trailer, horse trailer, boat trailer, trailer of any kind, recreational vehicle, boat, or other such vehicle or device shall be placed, parked, left or stored on any Lot or the Common Areas; provided, however, that this provision shall not apply to any such vehicle or device being kept in an enclosed garage. Further, the prohibition of parking shall not apply to the temporary parking of a vehicle used as a sales, service, or delivery vehicle, nor to any vehicle of the Declarant or its affiliates. Any vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 4. Trees. No trees may be removed without the written approval of the Board.

Section 5. Temporary Structures. No structure of a temporary character shall be placed upon the Subdivision at any time, provided, however, that this prohibition shall not apply to temporary shelters used by a contractor during the construction or repair of the improvements upon the Subdivision. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 6. Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No exterior antennas, to include without limitation satellite dishes larger than eighteen inches (18") in diameter and short waive radio antennas, shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antennae, microwave antennae, dishes, satellite antennae and radio, television and security lines, and except that Owners may install one normal rooftop television antenna or one satellite dish eighteen inches (18") or smaller in diameter as approved by the Board of Directors.

Section 7. Window Air Conditioning Units. No window or through-the-wall air conditioning units shall be permitted. No Building shall have any aluminum foil or other reflective material in any window or glass door.

Section 8. Vehicles and Repair. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours in any ninety (90) consecutive day period; provided however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the Subdivision. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time. No portion of the Common Areas may be used for parking of such inoperative vehicles.

Section 9. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 10. Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind. Up to two (2) domesticated household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor, and provided they are kept in accordance with the rules of the Association. Outside an Owner's Unit, pets must be kept on a leash, and each pet owner shall be responsible for disposing of his pet's waste in an appropriate garbage or trash container.

Section 11. Vegetable Gardens. No vegetable gardens shall be permitted in the Subdivision.

Section 12. Hunting. No hunting or fishing shall be permitted anywhere on the Subdivision, except in accordance with any Rules and Regulations established by the Board from time to time.

Section 13. Exterior Display. Except for seasonal decorations in compliance with the rules of the Association, an Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the roof, exterior walls, doors, balconies or windows of his Unit. All seasonal displays must be removed within ten (10) days of the occurrence of any seasonal event.

Section 14. Signage. No signs other than temporary signs placed by Declarant shall be displayed to the public view on any Lot, except in accordance with any Rules and Regulations established by the Board from time to time.

Section 15. Storage Receptacles. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar receptacles or installations shall be placed in the garage or under the surface of the ground or in walled-in areas or screened with fencing or shrubbery approved by the Board of Directors so as not to be visible from the street or objectionable to an adjacent property.

Section 16. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be stored or disposed of except in accordance with the rules of the Association and the requirements from time to time of the applicable governmental authority for disposal or collection of waste. The right to select a garbage collection company for use by all Lots and to include billings for same as part of Assessments against each Lot, or alternatively, to bill directly or provide that the collection company shall bill directly to the affected Lots shall be reserved to the Association. No Lot Owner may avoid a fee or charge for garbage collection either as part of a regular Association assessment or as a separate charge of a garbage collection service. All equipment for the storage or disposal of such material shall be kept in a clean condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity unless use of another container by the City, County or hauler is required, and well sealed. Plastic bags may be used for yard clippings. Bags and containers may not be placed

out for collection sooner than twelve (12) hours prior to any scheduled collection and must be removed within twelve (12) hours of collection.

Section 17. Fences. No fences shall be constructed on any Lot or Common Area unless constructed by Declarant.

Section 18. Maintenance. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean and in all events, free from refuse, debris, unsightly growth and fire hazard.

Section 19. Utility Easements. Easements for installation and maintenance of utilities and cable television (if any) are reserved or granted within the Subdivision as shown on the Plat and over, under, across and through the Subdivision, for the perpetual and non-exclusive use and benefit of the Subdivision, to the providers of utility services to the Subdivision. Within the easements shown on the Plat, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or cable television or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible or for which the Association is responsible pursuant to this Declaration.

Section 20. Utility Connection. All Lots are served by a sanitary sewer system and public water system. No septic tank or well of any kind may be installed on any Lot. All utilities, including, but not limited to, telephone, cable television, electric, water, and sewer, have been or will be installed underground and within, below or upon the Subdivision property (including within, below or upon each Lot and the Unit therein). Repairs and maintenance of any utilities serving a particular Unit may affect the adjacent Units and Lot Owners. Easements are hereby reserved or granted over, under, across and through the Subdivision to the service providers described herein for the purposes of their providing said services.

Section 21. Reconstruction. No Building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than two (2) months. Subject to Article VII, 4.d. the Owner thereof shall raze or remove said destroyed or partially destroyed Building or improvement and remove any debris promptly from such Lot, or rebuild said destroyed or partially destroyed Building or improvement.

Section 22. Land Use and Building Type. No Building constructed on a Lot (except for model lots) shall be used except for residential purposes. Temporary uses by Declarant and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be subject to approval and permitting by the City and shall be otherwise permitted until permanent cessation of such uses takes place. No changes may be made in Buildings erected by the Declarant or its affiliates (except if such changes are made by the Declarant) without the consent of the Board of Directors as provided herein and without approval and permit issued by the City.

Section 23. Condition and Construction. All Lots, whether occupied or unoccupied, and any Buildings, structures or improvements thereon, shall at all times be maintained in such a

manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereof. Every Building, structure or other improvement, the construction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the Areas, war, inability to obtain materials, acts of God, or similar causes.

Section 24. Declarant Exemption. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its successors or assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Lots or properties owned or controlled by Declarant, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the Subdivision, including without limitation:

a. Erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Declarant's business of completing the development and establishing the Subdivision as a residential community and disposing of the same by sale, lease or otherwise; or

b. Maintaining such sign or signs thereon as may be necessary in connection with the sale, lease, or other transfer of the Lots.

Section 25. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 26. Swimming Pools. No swimming pool or hot tub may be placed on any Lot or Common Property unless approved by the Board.

Section 27. Garage Sale. Garage sales (hereinafter defined) are prohibited on any Lot in the Subdivision except in strict compliance with rules and regulations that may be issued from time to time by the Association's Board of Directors. A "garage sale" means any public display or offering for sale or free to the public of one or more items of personal property by persons residing on the Lot on which the sale is conducted and shall include sales commonly referred to as patio sales, driveway sales, yard sales, porch sales and other such sales.

Section 28. Mailboxes. The Declarant shall install mail boxes for all Lots which shall thereafter be maintained and replaced by the Association, except that each Unit Owner shall be responsible for his keys and for rekeying his designated mailbox.

Section 29. Security Bars. No security bar system may be installed on any window or door of any dwelling within the Subdivision which is visible from the exterior of a Unit.

Section 30. Basketball Goals. No permanent or non-portable basketball goals may be erected or placed on any Lot or the Common Property; however, subject to approval of the Board of Directors, portable basketball goals are permitted, provided that the basketball goal shall be removed and stored out of public view and indoors (including in the garage) when not in use.

Section 31. Exterior Lighting Fixtures. Only exterior lighting fixtures approved by the Board of Directors shall be placed on any Lot. Any exterior lighting fixtures shall be placed in such a fashion so that they are adequately shielded from adjoining neighbors so as not to constitute an annoyance or a nuisance to adjoining Lots.

Section 32. Signs. No signs shall be erected on any Lot or in any Common Areas. Nothing contained herein shall preclude Declarant from placing marketing signs on any Lot Declarant owns.

Section 33. Flags. Subject to approval of the Board of Directors, one (1) portable, removable United States Flag and mount may be displayed in a respectable manner by each Owner. The flag shall at all times be displayed right side up, and shall not exceed thirty-six inches (36") in length or width. The display of all other flags is prohibited.

Section 34. Utility Buildings. No utility buildings, sheds or storage buildings shall be constructed or erected on any Lot.

Section 35. Storm Shutters. No shutters may be attached to the outside walls of a Unit or building without the written consent of the Board of Directors. All shutters shall be installed in accordance with governmental requirements and the following unless otherwise provided in the rules of the Association:

a. Shutters may be installed by the Association on all Units to ensure a uniform appearance. Shutters shall be installed and removed at such times and for such periods as determined by the Board in compliance with governmental regulations. All costs for the installation, removal, storage, repair and replacement of shutters shall be assessed against each Unit on a pro rata basis, except that any incremental costs incurred for a particular Unit shall be assessed against and paid by said Unit and Unit Owner.

b. If the Association does not assume responsibility for the coordinated installation and removal of shutters, each Unit Owner shall be responsible for installing, removing, storing, repairing and maintaining shutters for his Unit in accordance with governmental requirements and the Association's rules and regulations and the schedule for installation and removal established by the Board from time to time. Prior to any such installation by a Unit Owner, the specifications for such shutters must be submitted to the Board for approval, together with a certificate from the contractor or an engineer that the shutters meet the requirements of applicable governmental regulations.

ARTICLE IX
SPECIAL RESTRICTIONS AFFECTING COMMON AREAS

Section 1. General Intent. It shall be the intent and purpose of this Declaration and these restrictions and covenants to maintain and enhance the Common Areas. It shall be the further intent and purpose of the Declaration and these restrictions and covenants to protect any natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, and to promote the conservation of soils, wildlife, game and migratory birds.

Section 2. Buildings. It is expressly understood and agreed that no Building, improvement, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as a Common Area; and likewise, no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands within the Subdivision shown and set aside on the Plat as Common Areas, except as determined by the Declarant during the Class 'B' Control Period, or, subsequent to the Class 'B' Control Period, unless the Declarant and the Association shall agree in writing.

Section 3. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive materials shall be placed upon the Common Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with this Declaration.

Section 4. Owner Access to Common Areas. Owners, their families and guests shall not enter into any Common Areas, except and unless a trail, path, or boardwalk has been constructed by the Declarant or the Association as provided for above, in which case any person entering into a Common Areas shall remain on such trail, path, or boardwalk and shall not disturb or disrupt the natural vegetation or wildlife. The foregoing shall not obligate the Declarant or the Association to construct any trail, path, or boardwalk or similar feature upon the Common Areas. Further, no such trail, path, or boardwalk shall be created, unless first approved and permitted by the City or County, as applicable. The foregoing shall not affect Declarant's obligation to construct driveways upon those Common Areas that provide access to Lots in accordance with the Plat.

ARTICLE X
GENERAL PROVISIONS

Section 1. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof which shall remain in full force and effect.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid,

to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

Section 4. Subdivision of Lots. No Lot shall be subdivided, or boundaries changed, except with the written consent of the Association and the City. If the Lot subject to further subdivision or boundary change has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. The Declarant reserves the right to replat any Lots in the Subdivision prior to their sale, without the necessity of the joinder or approval of the Association or other Owners of Lots in the Subdivision, subject to review and approval by the FHA and/or the VA as provided herein below.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA and/or the VA if required by the VA and/or the FHA regulations:

a. Annexation of additional properties,

b. Dedication of Common Areas, and

c. Amendment of this Declaration of Covenants and Restrictions,

Section 6. Rules and Regulations. The Association may publish unrecorded Rules and Regulations from time to time that shall be applicable to the Subdivision but which shall not be applicable to the Declarant or its affiliates, agents or employees and contractors (except in such contractor's capacity as Owners) nor to institutional first mortgagees, nor to property while owned by either the Declarant or its affiliates or such mortgagees. Such Rules and Regulations shall apply to all other Owners and occupants. The Board of Directors shall be permitted to grant relief to one or more Owners from specific Rules and Regulations upon written request therefor and good cause shown in the sole opinion of the Board.

Section 7. Easements. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 8. Covenants Running With the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) hereof, it is the intention of the Declarant as fee simple owner of the Subdivision, and all other fee simple owners of portions of Subdivision who have joined in the execution of this Declaration, that this Declaration shall constitute covenants running with the land and with title to the Subdivision or any part thereof, or as equitable servitudes upon the land, as the case may be.

Section 9. Dissolution of Association. In the event of a permanent dissolution of the Association, the fee simple owners of Lots in the Subdivision shall immediately thereupon hold title to the Common Areas as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the City. If approved by the City, the Association may convey to the City the Common Property. In no event shall the City be obligated to accept any dedication offered to it by the Association or the fee simple owners of the Subdivision pursuant to this Section, but the City may in its sole and

absolute discretion accept such a dedication, and any such acceptance must be made by resolution adopted by the City Council. Any successor to the Association, including the fee simple owners of Lots shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Areas.

Section 10. Minerals, Resources and Groundwater. Declarant expressly reserves the right to all Minerals, Resources and Groundwater lying beneath the surface of the Subdivision, together with (a) the right of ingress, egress and possession of the surface of the Property at all times for the purposes of exploring, studying, milling, drilling and operating for such Minerals, Resources and Groundwater and the construction, installation and maintenance of well sites, facilities and means necessary or convenient for producing, developing, withdrawing, capturing, pumping, treating, storing and transporting the Minerals, Resources and Groundwater, including, without limitation, the right to develop or produce the Minerals, Resources and Groundwater by pooling, unitization or by directional drilling under the Property from well sites located on the Subdivision, and (b) all bonuses, rents, royalties, production payments or monies of any nature accrued in the past or future with respect to the Minerals, Resources and Groundwater, and (c) the right from time to time to convey all or any part of such Minerals, Resources and Groundwater to a third party or third parties, either prior to or after the date of recording of this Declaration. Neither the conclusion of the Class 'B' Control Period, nor any assignment of Declarant rights to the Association, shall be deemed to transfer the rights of Declarant to the Minerals, Resources and Groundwater, either expressly or by implication, but such rights may be conveyed to the Association or other third party or third parties, solely by an instrument in writing, executed with the formalities of a deed and recorded in the Official Records of the County in which the Subdivision is located. The Association and each Owner of a Lot or other interest in the Subdivision, for themselves, then respective heirs, personal representatives, successors and assigns, as applicable, by acceptance of the rights and obligations under this Declaration, hereby waive and release any rights, claims, actions or causes of action now existing or hereafter arising against Declarant, its successors, assigns, contractors, employees or agents, arising out of or in connection with exercise by Declarant or any such parties to the rights in Minerals, Resources and Groundwater reserved by this Section. Declarant's right to conduct physical exploration for any Minerals, Resources and Groundwater is subject to approval by the Association and any applicable requirements of law.

Section 11. Warranties. The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Subdivision, the improvements therein, or the Association Documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Common Expenses, taxes or other amounts paid and the operating budget are estimates only and no warranty, guaranty or representation is made or intended, nor may one be relied upon. The Declarant has constructed the dwellings and improvements in the Subdivision in compliance with the applicable governmental ordinances, statutes, and rules and regulations or requirements, and this is the full extent of the Declarant's liability and responsibility.

Section 12. Moisture Damage. The Declarant shall not be responsible for conditions resulting from condensation on or expansion or contraction of materials, paint, if any, on both interior and exterior, loss or injury caused in any way by the Areas; the water tightness of windows and doors, defects which are the results of characteristics common to the materials used

and damage due to ordinary wear and tear or abusive use, collection of water on any portion of the Subdivision, except such items as are specifically delineated and agreed to in writing between the Declarant and the individual Unit Owner, and it shall be understood and agreed that the Declarant shall bear no responsibility in any way as to the matters provided in this paragraph to the Association and Unit Owners.

Section 13. Approval of Declaration. The Association, by execution of this Declaration, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the deed of conveyance as to their Unit, and other parties by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration and the exhibits attached hereto.

ARTICLE XI
Intentionally Left Blank.

ARTICLE XII
ESTOPPEL CERTIFICATE

The Association shall deliver an estoppel certificate within ten (10) days of a written request therefore. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

ARTICLE XIII
ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and in the Association Documents, including, without limitation, any and all Rules and Regulations which from time to time may be adopted by the Board of Directors of the Association without the necessity of the same being recorded in the public records.

Section 2. Enforcement. The Association, acting by and through its Board, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter. The Association may also impose sanctions against a Lot Owner for violation of the Association Rules and Regulations by such Lot Owner, his or her family members, guests, permitted tenants, licensees or invitees, subject to the notice and hearing requirements set forth below. Such sanctions shall be in addition to all other enforcement powers and remedies of the Association provided herein. The offending Lot Owner shall be responsible for all sanctions and costs of enforcement, including attorneys' fees actually incurred and court costs. Such sanctions may include, without limitation:

a. Imposing monetary fines, up to the maximum, if any, permitted by applicable laws, which may accrue from the date of notice. In the event that any occupant, guest or invitee of a Lot violates the Association Documents and a fine is imposed, the fine shall first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, then the Owner shall pay the fine upon notice from the Board.

b. Suspending the vote attributable to the violating Owner's Lot if permitted and then in accordance with applicable law.

c. Suspending the violator's and any guest or invitee of the violator's right to use any recreational facilities that may be built within the Common Areas.

d. Suspending any services that the Association provides to an Owner or the Owner's Lot if the Owner is delinquent in paying any assessment or other charge owed to the Association for longer than the time period established by the Association in a written notice to the Owner (or such period as is required by HUD or VA if either such agency is insuring or guaranteeing the Mortgage on any Lot or has granted project approvals for any such Mortgages).

e. Without liability to the Association or any other person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration relating to building or construction approvals from continuing or performing any further construction activities on a Lot.

f. Levying special assessments to cover costs that the Association incurs to bring a Lot into compliance with the Association Documents, including attorneys' fees and costs of enforcement incurred as the consequence of action, conduct or inaction by an Owner or occupant of a Lot or such person's guests or invitees.

g. Requiring an Owner, at the Owner's expense, to perform maintenance on the Owner's Lot, to complete any construction or modification approved by the Association as provided by this Declaration, or to remove any structure, item or improvement on such Owner's Lot that has been constructed or installed in violation of the Association Documents and to restore the Lot completely to its previous condition.

h. Entering upon the Lot for the purpose of exercising self-help correction or cure of a condition that violates the provisions of this Declaration or any Rules promulgated by the Association from time to time, or to complete any construction or modification required by or pursuant to this Declaration, in any case upon the failure of any Owner to take action after notice from the Association, and any such entry shall not be deemed a trespass, but the exercise of rights under a valid, subsisting easement for remedial action that is hereby granted in favor of the Association by each Owner.

i. Bringing suit at law or in equity to enjoin any violation or to recover monetary damages, or both, subject to the requirements of applicable Florida law.

Section 3. Association Obligations. As a condition of imposition of sanctions against a Lot Owner or any other Person, the Association, by and through its Board, shall comply with the following:

a. The Association shall notify the Owner of an alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee appointed by the Board of Directors (herein, the "Committee"). At least fourteen (14) days' notice of such meeting shall be given. The Committee shall consist of three (3) or more members appointed by the Board of Directors. The members of the Committee shall be appointed by the Board of Directors but not be Officers, Directors or employees of the Association and shall not be related by blood or marriage to any Director, Officer or employee. Fines and penalties may only be imposed by a majority vote of the Committee.

b. The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why penalties should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

c. The Committee may impose fines against the Owner of the Lot for an amount equal to $100.00 per violation for each day an Owner allows a violation to exist which fine shall not exceed $5000.00 in the aggregate.

d. Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the penalties" Once paid, all rights of the Owner and then guests shall be deemed reinstated.

e. In the event any fine is not paid within thirty (30) days of the date it is imposed, the Association shall be entitled to a lien against Owner's Lot subject to the provisions of Article VI Sections 8 and 9 hereof if permitted by law.

f. All monies received from fines shall be allocated as directed by the Board of Directors.

g. These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XIV
AMENDMENT TO DECLARATION

This Declaration and each of the covenants, easements and restrictions set forth herein may be modified or amended only in the following manner:

Section 1. Notice. Notice of the subject matter of a proposed amendment or modification shall be included in the notice of any meeting of the members of the Association at which a proposed amendment is to be considered.

Section 2. Approval. An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting members of the Association. A resolution adopting a

proposed amendment must bear the approval of not less than a majority of the members of the Board of Directors and seventy-five percent (75%) of the votes eligible to be cast by members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting.

Section 3. Limitation. No amendment may be adopted which discriminates against any Lot owner or against any Lot or class or group of Lots, unless the Lot owners so affected consent thereto. No amendment shall change or alter any Lot or the share of the Common Areas appurtenant thereto, nor increase the Lot Owner's share of the Common Expenses, unless the record owner of the Lots concerned and all record holders of liens on such Lots shall join in the execution of the amendment. Nothing in this paragraph shall limit the Declarant or the Board of Directors in its power as delineated in these Declarations.

Section 4. Certificate. A copy of each amendment, accompanied by adopted resolution, shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be effective when said documents are so recorded. Likewise, any amendment accomplished by agreement of the required number of Members or, where required, by all Lot owners and record owners of liens or mortgages, shall be effective when the agreement effecting such amendment is recorded among the Public Records of Lee County, Florida.

Section 5. Declarant Rights.

a. Notwithstanding anything hereinabove set forth in this Article, the Declarant reserves the right to amend, modify, alter or annul any of the covenants, conditions, restrictions or easements of this Declaration, until such time as ninety percent (90%) of the Lots have been sold and the ownership interests therein are actually conveyed to purchasers other than the Declarant.

b. Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate either on such date when Declarant has sold all Units and has transferred control of the

Association to the non-Declarant Unit Owners or on December 31, 2022, whichever shall occur first.

ARTICLE XV
DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 1. Disclaimer. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of the health, safety or welfare of any owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractor or for any property of any such persons. Without limiting the generality of the foregoing:

a. It is the express intent of this Declaration and the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

b. The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County and/or any other jurisdiction or the prevention of tortious activities; and

c. The provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Section 2. Acceptance. Each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making a use of any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

Section 3. Special Definition. As used in this Article, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of Declarant, which shall be fully protected hereby.

ARTICLE XVI
Intentionally Left Blank

ARTICLE XVII
MANAGEMENT AGREEMENT

The Association has entered into the Management Agreement, a copy of which is attached hereto and made a part hereof as **Exhibit "D".** The general purpose thereof is to contract for the management and maintenance of the Subdivision and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association, its directors and its officers shall, however, retain at all times the powers and duties granted by the Association Documents, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, and by virtue of said party's taking title to a Unit, said Owner shall be deemed to have agreed to, confirm and ratify the following:

A. Adopting, ratifying and consenting to the execution of said Management Agreement by the Association.

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

D. Agreeing that the persons acting as Directors and officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

E. It is specifically recognized that some or all of the persons comprising the original Board of Directors and officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

F. The acts of the Board of Directors and officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

ARTICLE XVIII
REQUIREMENTS OF FNMA AND FHLMC

Section 1. Priority Provisions. Notwithstanding anything herein to the contrary set forth in this Declaration and its attached Exhibits, the following shall prevail and be binding on all Unit Owners, the Declarant, and anyone having an interest in the Subdivision where a lender

holds a mortgage upon a Unit and is subject to the Federal Home Loan Mortgage Corp., Federal National Mortgage Association and/or Veterans Administration regulations:

a. Any "right of first refusal" contained in the Association constituent documents shall not impair the right of a first mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage, or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(iii) Lease a Unit acquired by the mortgagee.

b. Any mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, as provided by Florida Statutes § 720.3085.

c. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas, unless at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned), or owners (other than the Declarant or builder) of the individual Units have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Association;

(ii) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Unit in the Common Areas;

(iii) Partition or subdivide any Lot;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas Project shall not be deemed a transfer within the meaning of this clause.);

(v) Use hazard insurance proceeds for losses to any Association Property (whether to Units or to Common Areas) for other than the repair, replacement or construction of such Association Property.

d. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Subdivision Property as a whole.

e. No provision of the Association Documents gives a Unit Owner, or any other party, priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner or owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Areas.

f. Unless waived pursuant to Florida Statutes § 718.112(2)(f), or by the Declarant in accordance with this Declaration, condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Areas that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

g. The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners, other than the Declarant, assume control of the Association, upon written notice to the other party.

h. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any Unit in the Subdivision:

(i) Notice of any condemnation or casualty loss that affects a material portion of the Subdivision Property or the applicable Unit.

(ii) Notice of any delinquency and the payment of the assessments more than sixty (60) days past due as to the applicable Unit.

(iii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(iv) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

i. Notwithstanding anything herein set forth in this Declaration for purposes of this Declaration, the term "institutional mortgagee" shall be construed to include the Federal Home Loan Mortgage Corp. and Federal National Mortgage Association.

j. The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Section 803.07P of the FNMA Conventional Home Mortgage Selling Contract supplement and any requirements of the Condominium Act.

[Execution of this document follows immediately on next page]

[Execution referred to on immediately preceding page]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:

Printed Name: Robert W. Stevens

Printed Name: Jen Thompson

MINTO COMMUNITIES, LLC, a Florida limited liability company
10150 Highland Manor Drive, Suite 200
Tampa, Florida 33610-9712

By: _____

Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 21st day of December, 2012 by William Bullock as VP of MINTO COMMUNITIES, LLC, a Florida limited liability company, on behalf of the corporation, who ✓ personally known to me or __ has produced _____ as identification.

(SEAL)

ANGELA S. COLLINS
MY COMMISSION #DD983405
EXPIRES: APR 19, 2014
Bonded through 1st State Insurance

Print Name: Angela S. Collins
Notary Public, State of Florida

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land located in Section 22, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Begin at the Westerlymost corner of Tract "w" of the Villages of Bonita, as recorded in Plat Book 59, Pages 1 through 8 of the Public Records of Lee County, Florida, the same being a point on the Easterly right of way line of County Road 887 (Old U.S. 41) a 100 foot wide right of way; thence N 45° 30' 58" W., along said Easterly right of way line a distance of 1,612.24 feet to beginning of a tangential circular curve concave to the East; thence Northwesterly along said Easterly right of way line and the arc of said curve to the right, having a radius of 1,010.00 feet, through a central angle of 14° 32' 17", subtended by a chord of 255.59 feet at a bearing of N 38° 14' 50" W., for an arc length of 256.27 feet to the end of said curve; thence N 30° 58' 41" W., along said Easterly right of way line, a distance of 868.33 feet; thence N 44° 32' 20" E, a distance of 670.10 feet; thence N 30° 59' 20" W., a distance of 670.73 feet; thence N 44° 32' 29" E, a distance of 233.35 feet; thence S 45° 29' 28" E, a distance of 3,410.17 feet to the Northerlymost corner of Villages of Bonita - Unit Two, as recorded in Plat Book 62, Pages 73 through 75 of the Public Records of Lee County, Florida; thence S 46° 53' 19" W., along the Northerly line of said Villages of Bonita - Unit Two, a distance of 652.81 feet to the Northerlymost corner of said Tract "W"; thence continue S 46° 53' 19" W along the Northerly line of said Tract "W", a distance of 668.87 feet to the point of beginning of the parcel of land herein described.

Less and except Parcel "A" Right-of-Way and Parcel "B" Right-of-Way as described in that certain Order of Taking recorded in Official Records Instrument No. 2007000182092, of the Public Records of Lee County, Florida.

INSTR # 2015000272747, Doc Type RES, Pages 2, Recorded 12/22/2015 at 12:36 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk CMASSEY

Prepared by and Return to:
K. Clayton Bricklemyer, Esq.
Gardner Brewer Martinez-Monfort, P.A.
400 N. Ashley Drive, Suite 1100
Tampa, FL 33602

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BONITA ISLES

WHEREAS, on or about December 21, 2012, Declarant executed that certain Declaration of Covenants and Restrictions for Bonita Isles, recorded on January 10, 2013 at Instrument Number 2013000008532, of the Public Records of Lee County, Florida (the "**Declaration**"); and

WHEREAS, the Declaration authorizes the Developer to amend the Declaration, in its sole discretion and without the consent of any other party; and

WHEREAS, Minto Communities, LLC, as Declarant has elected to amend the Declaration as described below.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants and Restrictions for Bonita Isles is amended as follows:

Article VI, Section 3, Annual Assessments is amended to provide that:

The Board of Directors of the Association shall create annual Budgets and establish annual assessments for all Units. The proportional amount of assessments shall be ~~**1/145th**~~ 1/113th of the expenses payable by all Detached Units and ~~**1/70th**~~ 1/112th of the expenses payable by Attached Units.

Article VI, Section 5, Rate of Assessment; Declarant Exemption is amended to provide that:

Annual assessments, special assessments and other applicable assessments for capital improvements must be affixed at a rate based on the number of Lots without completed Units and the number of Lots with completed Units being assessed and based on the number of Attached Units and the number of Detached Units. Assessments may be collected in advance on a monthly, quarterly, semi-annual or annual basis. Declarant shall not be obligated to pay any assessment for any Lot which it may own during any period of time that Declarant shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources (the "**Deficit**"). The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of the Common Areas, and the assessments levied against Owners other than the Declarant. The Deficit shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures unless otherwise determined by the Board. Declarant hereby agrees to pay the Deficit until the earlier o the date if gives written notice to the Association terminating its obligation to pay the Deficit or the date the Class B membership is terminated.

Upon the termination of the Declarant's obligation to pay the Deficit, the class of assessments for Lots without completed Units shall pay ~~1/215th~~ 1/225th of the expenses for the following expense categories:

Management Services
Administrative
Lawn, Landscape, Irrigation,
Mulch for Lots Only
Insurance
Liability, Crime, Umbrella, D&O
Tax Preparation and Financial Review
Corporate Filing Fee.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment this 15th day of December 2015.

WITNESSES:

Norma Mohamed
Printed Name: Norma Mohamed

Shauntay Simpson
Printed Name: Shauntay Simpson

"DECLARANT"

MINTO COMMUNITIES, LLC, a Florida limited liability company

By: _____
Name: Steve Svopa
Its: Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of December, 2015 by Steve Svopa, as Vice President of MINTO COMMUNITIES, LLC, a Florida limited liabililty company, on behalf of the company, who is ✓ personally known to me or ___ has produced _____ as identification.

(SEAL)

LAURA LAFAUCI
MY COMMISSION # EE 157114
EXPIRES: February 13, 2016
Bonded Thru Notary Public Underwriters

Laura LaFauci
Print Name: Laura LaFauci
Notary Public, State of Florida

INSTR # 2016000273369, Doc Type RES, Pages 3, Recorded 12/29/2016 at 10:47 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ERECORD

Prepared by and returned to:

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

CERTIFICATE OF AMENDMENT

BYLAWS OF BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the Bylaws of Bonita Isle Homeowners' Association, Inc. were duly adopted by the Board of Directors at the duly noticed Board of Directors' Meeting on the 8th day of February 2016. Said amendments were approved by a proper percentage of voting interests of the Board of Directors of the Association. Members are not entitled to vote on amendments to the Bylaws. The Declaration of Covenants and Restrictions for Bonita Isles is recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants and Restrictions is further described at Instrument No. 2013000014601, of the Public Records of Lee County, Florida.

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

Amendment No. 1: Article I, Bylaws

ARTICLE I
NAME AND LOCATION

The name of the corporation is ~~VILLAGES OF~~ BONITA ISLES HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 10150 Highland Manor Drive, Suite 200, Tampa, Florida 33610 or such other place as is designated by the Board of Directors, but meetings of the

members of the Association and directors may be held at such places within Lee County, Florida, as may be designated by the Board of Directors.

****

Amendment No. 2: Article III, Section 1, Bylaws

ARTICLE III
MEETING OF MEMBERS

Section 1. **Annual Meetings.** ~~The first annual meeting of the members of this Association (the "Members") shall be held within the first ninety (90) days of the calendar year subsequent to the year of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within the same calendar quarter of each succeeding year at the discretion of the Board of Directors.~~ Annual Members' meetings shall be held at such convenient location as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the Members. Member meetings will not be held on any day that is a legal holiday.

(Remainder of Article III Remains Unchanged)

****

Amendment No. 3: Article IV, Section 2, Bylaws

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

(Section 1 Remains Unchanged)

Section 2. **Term of Office.** ~~After termination of the Class "B" Control Period, t~~The term of office for all directors shall be one year, except that the directors elected at the turnover meeting shall serve until the second annual meeting following turnover. ~~The initial directors of the Association set forth in the Articles of Incorporation shall hold office as determined by Minto (or any such party to which Minto has assigned such rights) until the termination of the Class "B" Control Period.~~ Thereafter, election of directors shall take place at each annual meeting.

(Remainder of Article IV Remains Unchanged)

****

Amendment No. 4: Article XIII, Bylaws

ARTICLE XIII
MISCELLANEOUS

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The fiscal year of the Association shall ~~begin on the first day of April and end on the 31st day of March of every year, except that the first fiscal year shall begin on the date of incorporation~~ be the calendar year, unless otherwise determined by the Board of Directors.

****

WITNESSES:
(TWO)

Alma Martinez
Signature
Alma Martinez
Printed Name

Laura Vandevelde
Signature
Laura Vandevelde
Printed Name

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: Robert Mulcahy
Robert Mulcahy, President

Date: 12/20/16

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 20th day of DECEMBER 2016, by Robert Mulcahy as President of Bonita Isles Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.

Susan L Thompson
Notary Public

SUSAN L. THOMPSON
Printed Name

My commission expires: APRIL 14, 2018
ACTIVE: 9232612_1

SUSAN L. THOMPSON
Notary Public - State of Florida
My Comm. Expires Apr 14, 2018
Commission # FF 092968
Bonded Through National Notary Assn.

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

INSTR # 2017000118193, Doc Type RES, Pages 4, Recorded 05/31/2017 at 01:44 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $35.50 Deputy Clerk ERECORD

Prepared by and returned to:

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

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS FOR BONITA ISLES

ARTICLES OF INCORPORATION

BY-LAWS

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles and Bylaws for Bonita Isles Homeowners' Association, Inc. were duly adopted by the Board of Directors at the duly noticed Board of Directors' meeting on the 6th day of February 2017. Further, I hereby certify that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles and Articles of Incorporation for Bonita Isles Homeowners' Association, Inc. were duly adopted at the Annual Members' Meeting of the Association on the 5th Day of December 2016, which was lawfully adjourned to the 10th day of January 2017 and which was again lawfully adjourned to the 6th day of February 2017. Members are not entitled to vote on amendments to the Bylaws. Said amendments were approved by a proper percentage of voting interests of the Board of Directors and the Association membership. The Declaration of Covenants and Restrictions for Bonita Isles is recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants and Restrictions is further described at Instrument No. 2013000014601, of the Public Records of Lee County, Florida.

Additions indicated by <u>underlining.</u>
Deletions indicated by ~~striking through.~~

Amendment No. 1: Article VII, Section 2.a(iii), Declaration of Covenants and Restrictions

ARTICLE VII
MAINTENANCE RESPONSIBILITIES

(Section 1 Remains Unchanged)

Section 2. Alterations and Improvements. Alterations and improvements to the Common Areas and the Lots shall be governed by the following provisions:

a. **To Common Areas.**

(Subsection (i) and (ii) Remain Unchanged)

(iii) Further, the Unit Owner shall be required to obtain approval of the Board as to the architectural and structural components of and pertaining to any alteration or extension of a Limited Common Area (and the Board shall have the power to promulgate rules and regulations in this regard, for the protection of the Unit Owners as a whole and the Association). An Owner of a Unit in a Cluster Building may not enlarge, extend or otherwise alter the size of their Limited Common Area lanai, patio and/or porch. The Unit Owner desiring approval of an alteration to a Limited Common Area shall be required to pay any and all costs associated with (1) the application, review and approval of the alteration, (2) the calling of an Association meeting to vote on the extension (if the membership vote on the alteration is not to occur at a regularly-scheduled meeting of the Association membership), (3) the preparation of any and all required revisions to the Plat and/or this Declaration as a result of modification to the Limited Common Areas appurtenant to such Unit, and to the Common Areas (as applicable), and (4) the costs of recording in the public records of the County any and all documents and drawings necessary to evidence the approval of the alteration.

(Remainder of Section 2 and Remainder of Article VII Remain Unchanged)

****

Amendment No. 2: Article XIV, Section 2, Declaration of Covenants and Restrictions

ARTICLE XIV
AMENDMENT TO DECLARATION

This Declaration and each of the covenants, easements and restrictions set forth herein may be modified or amended only in the following manner:

(Section 1 Remains Unchanged)

Section 2. Approval. An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the members of the Board of Directors and ~~seventy-five percent (75%)~~ two-thirds (2/3) of the ~~votes eligible to be cast by members~~ voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or

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disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting.

(Remainder of Article XIV Remains Unchanged)

****

Amendment No. 3: Article VII, Articles of Incorporation, and Article IV, Section 1 and Section 2, Bylaws

ARTICLE VII
BOARD OF DIRECTORS

This Association's affairs are managed by a Board of Directors ~~initially composed~~ consisting of the number of Directors determined by the By-laws, but which shall consist of not less than three (3) Directors. ~~The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members.~~ Election of directors shall take place in accordance with the By-laws of the Association; cumulative voting for Directors is not permitted.

* *

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. **Number and Qualification.** ~~During the Class "B" Control Period, as defined in the Declaration, the affairs of this Association shall be managed by a board of three (3) directors appointed by Minto Communities, LLC ("Minto") who shall serve at the pleasure of Minto (or any party to which Minto assigns such rights). Such directors need not be Association members. Thereafter the~~ The Board of Directors shall consist of ~~either~~ three (3) ~~members or five (5)~~ to seven (7) members as determined from time to time by the ~~Members at each annual meeting~~ Board of Directors. Such elected directors must be members of the Association. ~~During the Class "B" Control Period, any person eighteen (18) years of age or older may be appointed to the Board of Directors.~~

Section 2. **Term of Office.** ~~After termination of the Class "B" Control Period, the term of office for all directors shall be one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office as determined by Minto (or any such party to which Minto has assigned such rights) until the termination of the Class "B" Control Period. Thereafter, election of directors shall take place at each annual meeting.~~ All Directors will be elected for a two (2)-year term. It is the intention of these Bylaws that a staggered directorate be implemented and maintained. To maintain and implement a staggered directorate, the Board may hold seats in future elections open for one or two-year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier term. In the event that there is no election, such as in a case where there are fewer candidates nominated than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-

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year terms. This decision shall be recorded in the minutes of a duly noticed Board of Directors' meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter terms, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term. The term of each Director's service shall extend until their elected term is completed.

(Remainder of Article IV Remains Unchanged)

****

WITNESSES:
(TWO)

Signature
S. Shantel Jilani
Printed Name

Signature
Blythe Ellison
Printed Name

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: _____
Robert Mulcahy, President

Date: 4/14/17

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 14th day of April 2017, by Robert Mulcahy as President of Bonita Isles Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) Florida Driver's License as identification.

Notary Public
Phyllis R. Calloway
Printed Name

My commission expires: 7/14/2020
ACTIVE: 9561164_2

PHYLLIS R. CALLOWAY
MY COMMISSION # FF 970871
EXPIRES: July 14, 2020
Bonded Thru Notary Public Underwriters

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

INSTR # 2018000206008, Doc Type RES, Pages 4, Recorded 08/27/2018 at 01:20 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $35.50 Deputy Clerk ERECORD

Prepared by and returned to:

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

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS FOR BONITA ISLES

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles were duly adopted by the Board of Directors at the duly noticed Board of Directors' meeting on the 2nd day of November 2017. Further, I hereby certify that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles were duly adopted at the Annual Members' Meeting of the Association on the 4th day of December 2017. Said amendments were approved by a proper percentage of voting interests of the Board of Directors and the Association membership. The Declaration of Covenants and Restrictions for Bonita Isles is recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants and Restrictions is further described at Instrument No. 2013000014601, of the Public Records of Lee County, Florida.

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

Amendment No. 1: Article VII, Section 4(a), Declaration of Covenants and Restrictions

ARTICLE VII
MAINTENANCE RESPONSIBILITIES

(Section 1 through Section 3 Remain Unchanged)

Section 4. Owner Insurance; Casualty Loss to Owner Structures.

(a) Owner Obligation to Maintain Insurance. Each Owner shall maintain property insurance providing fire and extended coverage at full ~~replacement cost~~ insurable value, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the

extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable supplemental declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Areas due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Areas, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies Such insurance policy or policies shall name the Association as an additional insured.

(Remainder of Section 4 and Remainder of Article VII Remain Unchanged)

****

Amendment No. 2: Article VIII, Section 6, Declaration of Covenants and Restrictions

ARTICLE VIII
GENERAL RESTRICTIONS

(Section 1 through Section 5 Remain Unchanged)

Section 6. Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No exterior antennas, to include without limitation satellite dishes larger than ~~eighteen inches (18")~~ one (1) meter in diameter and short waive radio antennas, shall be permitted on any Lot or improvement thereon, ~~except that Declarant and its affiliates shall have the right to install and maintain community antennae, microwave antennae, dishes, satellite antennae and radio, television and security lines, and~~ except that Owners may install ~~one normal rooftop television antenna or~~ one satellite dishes ~~eighteen inches (18")~~ one (1) meter or smaller in diameter as ~~approved by the Board of Directors~~ as permitted by law.

(Remainder of Article VIII Remains Unchanged, Except as Indicated Below)

****

Amendment No. 3: Article VIII, Section 33, Declaration of Covenants and Restrictions

ARTICLE VIII
GENERAL RESTRICTIONS

(Section 1 through Section 32 Remain Unchanged, Except as Indicated Above)

Section 33. Flags. ~~Subject to approval of the Board of Directors, one~~ One (1) portable, removable United States Flag, the official flag of the State of Florida and one (1) flag which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, ~~and mount~~ may be displayed in a respectable manner by each Owner. The flag(s) shall at all times be displayed right side up, and shall not exceed 4 ½ feet by 6 feet in size ~~thirty-six inches (36") in length or width~~. The display of all other flags is prohibited.

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

(Remainder of Article VIII Remains Unchanged, Except as Indicated Below)

****

Amendment No. 4: Article VIII, Section 36 (NEW), Declaration of Covenants and Restrictions

ARTICLE VIII
GENERAL RESTRICTIONS

(Section 1 through Section 35 Remain Unchanged, Except as Indicated Above)

Section 36. Leasing. The lease of a Unit is defined as occupancy of the Unit by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "tenant" and "lessee" shall likewise be used interchangeably. All leases must be in writing. Should an Owner wish to lease his Unit, he shall furnish the Association with a copy of the proposed lease, the name of the proposed lessee, the names of all proposed residents, and such other information as the Association may reasonably require. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of thirty (30) continuous days nor more than three (3) times per calendar year. Leases may be extended or renewed. No Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Unit may be leased for anything less than the minimum period of thirty (30) continuous days nor more than three (3) times per calendar year.

All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide, or be deemed to provide, that the tenants have read and agreed to be bound by the Governing Documents. The uniform lease or addendum and other leases shall further provide, or be deemed to provide, that any violation of the Governing Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a tenant, resident, other occupant, guest or invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the tenants, residents, occupants, guests or invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Owner shall have the duty to bring his tenant's conduct (and that of the other residents, occupants, guests or invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Governing Documents (or the noncompliance of other residents, occupants, guests or invitees), including

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without limitation the right to institute an action for eviction against the tenant in the name of the Association in its own right, or as agent of the Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a lien for charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

****

WITNESSES:
(TWO)

Signature

Christine Corrigan
Printed Name

Signature

Cori Jepson
Printed Name

STATE OF Florida)
) SS:
COUNTY OF Lee)

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: _____
John Nelson, President

Date: 8/23/2018

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 24th day of August 2018, by John Nelson as President of Bonita Isles Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.

ALLISON M DICROCE
MY COMMISSION # FF935498
EXPIRES November 11, 2019
FloridaNotaryService.com

Notary Public

Allison M. DiCroce
Printed Name

My commission expires: 11-11-19

ACTIVE: 11169165_1

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TELEPHONE (239) 433-7707

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2018000290243, Doc Type RES, Pages 23, Recorded 12/12/2018 at 12:21 PM, Deputy Clerk SJENSEN ERECORD
Rec Fees: $197.00

Certificate prepared by and returned to:

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

CERTIFICATE OF RECORDATION

RULES AND REGULATIONS

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Rules and Regulations were duly adopted by the Board of Directors at the duly noticed Board of Directors' meeting on the 7th day of November 2018. Said Rules and Regulations were approved by a proper percentage of voting interests of the Board of Directors. The Rules and Regulations may also be further amended without recordation of said changes in the Public Records. The current version of the Rules and Regulations is available from the Association and may be obtained in the manner provided by law.

The Declaration of Covenants and Restrictions for Bonita Isles is recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants and Restrictions is further described at Instrument No. 2013000014601, of the Public Records of Lee County, Florida.

WITNESSES:
(TWO)

Signature

Printed Name

Signature

Printed Name

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: Janice Trudel, President
Janice Trudel, President

Date: 11-26-2018

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 26th day of November 2018, by Janice Trudel as President of Bonita Isles Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) _____ as identification.

Notary Public

Printed Name

My commission expires: Nov. 15, 2020

ACTIVE: 11681827_1

HARMONY J. MULLINS
Notary Public - State of Florida
Commission # GG 047913
My Comm. Expires Nov 15, 2020

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BONITA ISLES HOA

RULES AND REGULATIONS

Based on the Declaration of Covenants of
Bonita Isles Homeowner Association

Adopted - July 11, 2017
Amended –November 7, 2018

The Bonita Isles Homeowner Association is guided by the State of Florida Statute 720, the Bonita Isles Covenants and the following Rules and Regulations are hereby adopted by the Board of Directors of Bonita Isles Homeowner Association (hereinafter referred to as the Board). These are for the health, safety and wellbeing of Unit Owners for the proper maintenance, use and preservation of the facilities and property in Bonita Isles Homeowner Association. A Unit as used in this document means either an attached or detached single-family residence.

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1. GENERAL

1.01 Road Usage. The speed limit throughout Bonita Isles is 20 MPH. Golf carts must be operated by a licensed driver. Golf carts are not to be used on Common Areas or sidewalks.

1.02 Smoking is not permitted in any enclosed or fenced common property within Bonita Isles.

1.03 Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind. Up to two (2) domesticated household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor.

1.04 Pet Walking. Outside an Owner's Unit, pets must be kept on a leash, and each pet owner is responsible for picking up and disposing of pet waste in their garbage or trash container. Walking your pet on another person's yard without their permission is not permitted.

1.05 Swimming Pools. No swimming pool or hot tub may be placed on any Lot or Common Property unless approved by the Board.

1.06 Security Bars. No security bar system may be installed on any window or door of any dwelling within Bonita Isles that is visible from the exterior of a Unit.

1.07 Basketball Goals. No permanent or non-portable basketball goals may be erected or placed on any Lot or the Common Property; however, subject to approval of the Board of Directors, portable basketball goals may be permitted in the driveways, provided basketball goal shall be removed and stored out of view in the garage when not in use by end of the day.

1.08 No games shall be played on the streets in Bonita Isles.

1.09 Utility Buildings. No utility buildings, sheds or storage buildings shall be constructed or erected on any Lot.

1.09.1 Examples, but not limited to:
Freestanding structures including tool sheds, green houses, detached garages, storage containers and gazebos are prohibited outside of the home.

1.10 Offensive Activity. No illegal, noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. Quiet hours are from 10:00 PM – 7:00 AM. There shall not be maintained in the community any plants, animals, devices or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the community by the Owners thereof.

1.10.1 Fireworks (illegal in Florida), open fires, and wood burning fire pits are prohibited.

1.11 Noise Levels. Pool equipment including, pumps, heaters, aerators, blowers, and similar equipment shall not produce a noise level greater than 65db measured at 5 feet above ground level, 7 feet from the equipment's base. If the noise level is exceeded, sound deadening equipment and/or an enclosure must be installed. To properly measure noise level a commercial sound level meter will be used.

1.12 Wind Chimes are not permitted in Bonita Isles.

1.13 Commercial Vehicles, Trailers, and Boats. No vehicle over the designation of ¾ ton, commercial vehicle with lettering, house or travel trailer, camper, mobile home, motor home, house trailer, horse trailer, boat trailer, trailer of any kind, recreational vehicle, boat, or other such vehicle or device shall be placed, parked, left or stored on any Lot or the Common Areas; provided, however, that this provision shall not apply to any such vehicle or device being kept in an enclosed garage. Further, the prohibition of parking shall not apply to the temporary parking of a vehicle used as a service, or delivery vehicle.
Any vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

1.14 Land Use and Building Type. Buildings constructed on an Owner's Lot shall be used for single-family residential purposes only.

1.15 Street Parking is limited to those times that the resident's driveway may not otherwise be available for use with the exception of temporary service vehicles. Street parking is temporary (defined as eight (8) hours) and is limited to those times that the resident's driveway may not otherwise be available for use with the exception of temporary service/vendor vehicles. Persistent/extended parking of resident vehicles in the street is not permitted. As a rule, resident vehicles shall be kept in the garage or in the driveway.

1.16 All Night Street Parking is not permitted in Bonita Isles. Guests that cannot park in resident's drive or a neighbor's drive (with neighbor's permission) may use the common area parking between 11 pm. until 8 am. Residents and guests may only park in the common area parking spaces if the common area facilities are not being used. When parking in the drive, it is prohibited to block any part of the sidewalk.

1.17 Temporary Structures. No structure of a temporary character shall be placed upon Bonita Isles at any time.

1.18 Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot.

1.18.1 No exterior antennas, to include without limitation, satellite dishes larger than eighteen inches (18") in diameter and short-wave radio antennas, shall be permitted on any Lot.

1.18.2 Owners may install one normal rooftop television antenna or one satellite dish eighteen inches (18") or smaller in diameter as approved by the Board of Directors.

1.18.3 Satellite dish may not be installed on the front of the home unless the carrier determines it is the only area in which a signal can be acquired.

1.19 Window Air Conditioning Units. No window or through-the-wall air conditioning units shall be permitted.

1.20 Hunting. No hunting or fishing shall be permitted anywhere in Bonita Isles unless authorized by the Board.

1.21 Storage Receptacles. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar receptacles or installations shall be placed in the garage or under the surface of the ground or in walled-in areas or screened with shrubbery approved by the Board of Directors so as not to be visible from the street or objectionable to an adjacent property. Roadways in Bonita Isles shall not be used for staging, storage of any building or landscape materials as approved by the Board.

1.22 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be stored or disposed of except in accordance with the rules of the Association and the requirements of the applicable governmental authority for disposal or collection of waste. The right to select a garbage collection company for use by all Lots and to include billings for same as part of Assessments against each Lot, or alternatively, to bill directly or provide that the collection company shall bill directly to the affected Lots shall be reserved to the Association. No Lot Owner may avoid a fee or charge for garbage collection either as part of a regular Association assessment or as a separate charge of a garbage collection service. All equipment for the storage or disposal of such material shall be kept in a clean condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity unless use of another container by the City, County or hauler is required, and well-sealed. Plastic bags may be used for yard clippings. Bags and containers may not be placed out for collection sooner than twelve (12) hours prior to any scheduled collection and must be removed within twelve (12) hours of collection.

1.23 Fences. No fences shall be constructed on any Lot in Bonita Isles. A fence is generally defined as a visible, tangible obstruction that has been raised or planted to separate, protect, enclose or define an area of land such that access is restricted. This rule also includes no electronic pet fencing.

1.24 Utility Connection. All Lots are served by a sanitary sewer system and public water system. No septic tank or well of any kind may be installed on any Lot. All utilities, including, but not limited to, telephone, cable television, electric, water, and sewer, have been installed underground and within, below or upon the Subdivision property (including within, below or upon each Lot and the Unit therein). Repairs and maintenance of any utilities serving a particular Unit may affect the adjacent Units and Lot Owners. Easements are hereby reserved or granted over, under, across and through the Bonita Isles to the service providers described herein for the purposes of their providing said services.

1.25 Vehicles and Repair. No inoperative cars, trucks, trailers, or other type, of vehicles shall be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours in any ninety (90) consecutive day period; provided however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in Bonita Isles. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof shall be parked, stored or located upon any Lot at any time. No portion of the Common Areas may be used for parking of such inoperative vehicles.

1.26 Garage Sale. Garage sales (hereinafter defined) are prohibited on any Lot in the Subdivision except in strict compliance with rules and regulations that may be issued from time to time by the Association's Board of Directors. A "garage sale" means any public display or offering for sale or free to the public of one or more items of personal property by persons residing on the Lot on which the sale is conducted and shall include sales commonly referenced to as patio sales, driveway sales, yard sales, porch sales and other such sales.

1.27 Storm Shutters. No shutters may be attached to the outside walls of a Unit or building without the written consent of the Board of Directors. All shutters shall be installed in accordance with governmental requirements and the following unless otherwise provided in the rules of the Association. Each Unit Owner shall be responsible for installing, removing, storing, repairing and maintaining shutters for his Unit in accordance with governmental requirements and the Association's Rules and Regulations and the schedule for installation and removal established by the Board from time to time. The board approved schedule for use of storm shutters is installation one (1) week prior to named storm watch and removed no later than 14 days after the watch or storm concludes. Shutters may remain in use if another named storm watch is anticipated within 48 hours of the removal deadline. It is recommended that absentee owners make arrangements with their home watch or another to manage the shutters. The noncompliance/ violation enforcement policy will be followed.

Prior to any new installation by a Unit Owner, the specifications for such shutters must be submitted to the Board for approval, together with a certificate from the contractor or an engineer that the shutters meet the requirements of applicable governmental regulations.

1.28 Utility Easements. Easements for installation and maintenance of utilities and cable television are reserved or granted within Bonita Isles on as shown on the Plat and over, under, across and through the Subdivision, for the perpetual and nonexclusive use and benefit of Bonita Isles, to the providers of utility services for Bonita Isles. Within the easements shown on the Plat, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or utilities or cable television or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible or for which the Association is responsible pursuant to the Declaration for Bonita Isles.

1.29 Solicitation is prohibited in Bonita Isles in any form.

1.30 Business. Residents are prohibited from conducting business in their homes if it causes problems with traffic, parking, or if it creates any nuisance to their neighbors.

1.31 Resident Neighbor Complaint. Any complaint from one neighbor against another neighbor must be submitted in writing (email or letter) to the Property Manager for review.

1.31.1 If the Property Manager or the Board feels the Complaint involves a Rule Infraction, a violation.

1.31.2 Should the issue remain unresolved after two weeks, a second letter is issued with a warning that if the violation is unresolved within the next ten days, they will be subject to a $100 fine and/or $10 per day for each continued occurrence as determined by the Board.

1.31.3 If the Property Management and the Board feel that the said complaint was not a violation issue, no additional activity will be taken by the Property Manager or Board.

1.32 Grills must be stored inside lanai, house or garage when not in use. Outside storage other than lanai is only permitted with ARC approval.

1.33 Storage Pods are only allowed in driveways for up to 3 business days unless approved by ARC for construction purposes.

2. ISLAND CLUB POOL

2.01 Pool Closing. The pool may be closed at any time because of weather, operational difficulties or other conditions at the discretion of the property manager, or the Board. Notification of pool closure will be posted at the entrance of the pool and the HOA will endeavor to send an email to all residents.

2.02 Pool Hours are from dawn till dusk.

2.03 Pool Entry. Each Owner will gain entry to the pool area by using their registered key fob.

2.04 Guests. Residents are responsible to make sure their guests adhere to all pool rules and regulations. The Amenity Center is limited to 5 guests.

2.05 Children under 16 years of age shall be accompanied by an adult at all times.

2.06 Swim Attire. Bathing suits are required for swimming in the pool. All children must wear bathing suits. No jeans or cut offs in the pool. Wet bathing suits are not permitted in the exercise room, but are permitted in the restrooms and within the remainder of the fenced in area.

2.07 Diapers. Infants and toddlers who are not completely toilet trained will not be allowed in the pool unless they are wearing swim diapers under their bathing suit which are made specifically for pool use. If the pool and/or the pavilion area are compromised by diaper failure, the pool must be closed, drained, cleaned for possible contaminates, refilled with water and super chlorinated. The person/persons responsible and identified as causing this pool closing will be billed the total expense for closing and reopening the pool. This also applies to incontinent adults.

2.08 Food and Beverages. No food or beverages are permitted while in the pool or within 10 feet of the perimeter of the pool.

2.09 Glassware and breakable ceramics are not permitted anywhere in or near the pool and/or pavilion area. If the pool and/or pavilion area is compromised by broken glass or ceramics, the pool and/or-pavilion area must be closed and deep cleaned to remove the sharp material. The pool will need to be drained, cleaned for possible broken glass or ceramics, refilled with water and super chlorinated. The person/persons responsible and identified as causing this pool closing will be billed the total expense for closing and reopening the pool.

2.10 Pets. Pets are not permitted in the pool and patio area, with the exception of documented service animals.

2.11 Activities and Items in Pool and Pavilion Area. Diving, jumping, running, pushing and rough play are not permitted. Personal radio or other music media must be used with earphones as not to disturb other guests.

2.11.1 Preference is to be given to swimmers using the "Lap Lane" for exercise and walking/physical therapy.

2.11.2 No bicycles, skates, roller blades, skateboards, or scooters are permitted for any reason. There is a bicycle rack for use outside the pool area.

2.11.3 Refrain from any throwing of objects, of any kind, or activity in or around the pool that jeopardizes the safety of others.

2.11.4 No remote-control toys.

2.12 Posted Pool Rules as approved by the Board shall be adhered to at all times.

2.13 Use of Pool Furniture. Pool chairs, tables, umbrellas and other pool furniture are provided on a first-come basis and cannot be reserved. Any furniture moved for the convenience of users is to be returned to its original location when leaving the pool area. No furniture is to be removed from the pool facilities at any time. Towels are required on lounge chairs when used by residents and guests in bathing suits. Umbrellas must be put down and secured, and chairs and chaises must be reset when leaving.

2.14 Cleanup. When leaving the pool area, residents and their guests must remove all their belongings and place trash in the trash receptacles.

2.15 User's Risk. Everyone using the pool or facilities does so at their own risk. The Homeowner's Association assumes no responsibility or liability for any accidents or injuries in connection with such use or any loss or damage to personal property or articles.

2.16 Injuries, Accidents or Health Concerns. Report all injuries or accidents immediately to the management company. Anyone using the pool facilities should call 9-1-1 immediately if they see a life-threatening situation. Use of pool with an open wound or bleeding is not permitted.

3. TENNIS COURTS

3.01 Pets are not allowed inside the fenced area.

3.02 Courts are to be used for tennis, pickle ball, badminton (court games) ...not baseball, softball, etc.

3.03 Skateboarding. Skateboarding, Bicycling and Rollerblading is prohibited.

3.04 Children. Children under the age of 16 years must be accompanied by an adult at all times.

3.05 Footwear. Hard sole shoes or heels must not be worn on the courts.

4. PAVILION - OUTDOOR KITCHEN & GRILL AREA

4.01 Glass. Glass and breakable ceramic containers are not to be used.

4.02 Grills. Cooking grilles are to be cleaned after each use and gas shut off.

4.03 Clean Up. Area must be cleaned and trash put in containers after use.

4.04 Furniture. All tables and chairs are to be placed back in their original positions.

5. FITNESS ROOM

5.01 Age Restriction. Children under the age of 18 are not permitted to use any of the equipment.

5.02 Equipment must be wiped down after each use.

5.03 TV. Lights and Fans must be turned off when room is vacated.

5.04 Equipment. All moveable equipment such as weights, mats, etc. must be returned to its proper place. Heavy workout equipment must be put back in original position to accommodate others not capable of doing so.

6. TOT LOT

6.01 Children under 12 years of age shall be accompanied by an adult at all times.

6.02 No Pets or glass or breakable ceramic shall be allowed in the Tot Lot.

7. ARCHITECTURAL REVIEW PROCESS

7.01 Any Change to the exterior of any Owner's Lot must be approved in advance by the Board or ARC Committee as determined by the Board.

7.02 Application Process.

7.02.1 Step 1. Applications are available from the property management company.
7.02.2 Step 2. Application to be completed by homeowner.
7.02.3 Step 3. Application, along with required documents, is submitted to the management company for review by Board or designated committee.
7.02.4 Step 4. Application will be approved, conditionally approved with modifications or denied with stated reason.

7.03 Appeals. An appeal may be made to the full Board if an application was denied. A denial based on the Declaration of the Covenants or the Architectural Guidelines is not grounds for an appeal. To initiate the appeals procedure, the applicant must submit a written request for an appeal to the Community Association Manager within 30 days of the applicant receiving the denial.

7.04 Variance. The Board may grant relief to one or more Owners from specific Rules and Regulations upon written request indicating the need for a variance. The variance will be approved or denied based on the ability of the Owner or Owners to show good cause in the sole opinion of the Board.

8. ARCHITECTURAL GUIDELINES

8.01 Signage. No signs shall be displayed to the public view on any Lot unless approved by the Board.

8.01.1 Signs or advertisements of any kind are prohibited except for an alarm system sign.
8.01.2 Signs in windows are limited to alarm decals (3) 4 ½ inches x 3 inches stating that a pet, child or disabled person lives in the premise. It is recommended that they be installed in the lower left of the window.
8.01.3 A "For Sale" sign on a home or vehicle is prohibited. Open house signs are only permitted during the hours of the open house.
8.01.4 Oxygen signs are permitted at the entrance to the home.
8.01.5 Social committee event signs are allowed on common property with Board approval.

8.02 Seasonal Displays. All seasonal decorations must comply with the following rules:

8.02.1 All holiday lights and decorations may be displayed for up to thirty (30) days prior to a publicly observed holiday or religious observance and must be removed within ten (10) days of the occurrence.
8.02.2 One holiday decoration is permitted on each garage light.
8.02.3 One decorative holiday item is permitted on the door of the house using a wreath hanger or suction cup.
8.02.4 Cords must be placed in a safe manner on the exterior lights. They must be properly grounded.
8.02.5 Electrical cords are prohibited from running across any sidewalk or driveway.
8.02.6 All seasonal decorations are prohibited from being placed on the grass areas.
8.02.7 Lighting of trees and shrubs is permissible.

8.02.8 Lighting must be properly secured
8.02.9 Seasonal decorations are not permitted on the roof.

8.03 Exterior Unit Ornaments: Exterior pots, decorative objects, and benches are defined by the guidelines as listed below. Any damage to any ornament within an owner's landscape bed is the owner's full responsibility. In addition, if at any time the Board must enact emergency operations, the unit's exterior ornaments, unless permanently mounted, must be removed 7 days prior to the occurrence. If the owner does not do this, the Board will attempt to have it done, if resources are available. The homeowner will be assessed a company's going rate for such action. All removed objects will be disposed of.

8.03.1 Only three (3) decorative objects are permitted to be placed on the walkway or landscape bed in front of home or entry way. Decorative object is defined as:

a) Clay or Ceramic Pot
b) One (1) Bench
c) Artistic Object

Decorative objects, which includes benches are prohibited on the lawn. Please be advised the Board has the discretion to determine if the object is appropriate for the community.

8.03.2 No exterior decorative object may exceed 48".
8.03.3 Hanging flower plants, including shepherd hooks are prohibited.
8.03.4 Flower boxes are prohibited.
8.03.5 Landscaped arches are prohibited.
8.03.6 Bird baths, bird feeders, fountains or objects holding water are prohibited.
8.03.7 One (1) decorative object is permitted on the front door using a wreath hanger or suction cup.
8.03.8 Potted plants, decorative objects and structures of any type are prohibited behind the lanai or pool cage.

8.04 "J" Bars or shepherd hooks with hanging potted plants are not permitted in Bonita Isles. They can easily be blown away by a micro-blast and present a clear hazard to neighbors.

8.05 Exterior Wall Hanging. One (1) object of art may be mounted outside the front entry door with ARC approval. Please be advised the Board has the discretion to determine if the object is appropriate for the community.

8.05.1 Wall hanging must not be more than 4 feet in length, 2 feet high and shall not extend more than 2 inches from the wall.
8.05.2 A color picture of the wall hanging must accompany the ARC application.

8.06 Flags. Subject to approval of the Board of Directors, one (I) portable, removable United States Flag and mount may be displayed in a respectable manner by each Owner. The flag shall at all times be displayed right side up, and shall not exceed 4½ by 6 feet. The display of all other flags is prohibited.

8.06.1 It is only permissible to mount a United States Flag on the unit's garage door jamb.
8.06.2 Flags shall be well maintained, in good repair and flown according to flag etiquette.

8.07 Exterior Lighting Fixtures. Only exterior lighting fixtures approved by the Board of Directors shall be placed on any Lot. Any exterior lighting fixtures shall be placed in such a fashion so that they are adequately shielded from adjoining neighbors so as not to constitute an annoyance or a nuisance to adjoining Lots. Lights shall not exceed 60 watts or 900 lumens and shall not be colored.

8.07.1 Clear pathway lights may be used around the outside perimeter of the walkway leading to the entrance of the home. Must be installed in landscape bed.
8.07.2 Pathway lights shall be a minimum of 4 feet apart and shall not exceed 18 inches in height and must not interfere with irrigation or landscape materials.
8.07.3 Pathway Lights along the sides of the driveways, around lanais, or in any other landscape areas are not permitted.
8.07.4 Up lighting is permitted under large trees.
8.07.5 The HOA and the HOA contracted landscaper will bear no responsibility if any lighting is damaged in the normal maintenance, trim, or removal of coconuts from the palm trees.
8.07.6 Exterior lights, if broken or damaged, must be replaced with original style and color. If not available, the ARC with Board input will select a replacement to use for all homeowners.
Examples, but not limited to:
Garage, front entry, etc.

8.08 Front Doors. Any change of an exterior front door must have ARC approval. Knockers over 6 inches and kick plates are prohibited on all doors.

8.09 Screen Doors must be bronze/brown in color and must have dark brown or black screen and be approved by the ARC. Ornamental decorations are prohibited on screen doors.
8.09.1 Any Phantom/retractable screen door must match the molding of the door and have ARC approval.

8.10 Clothes Lines. No articles of clothing or lines are permitted outside the lanai.

8.11 Exterior hoses
8.11.1 Approved hose colors are black, tan, brown or dark green.
8.11.2 If stored in a hose box, the box must blend with exterior paint.

8.12 Driveways and walkways must remain as pavers. Cement and asphalt are prohibited. The style, color and size must remain original and it is prohibited to widen the driveway.

8.13 Fire Hydrants and Mail Boxes shall not be blocked.

8.14 Lanais. Only screened lanais with dark brown or black screen as used by the developer are permitted in Bonita Isles. No unscreened Lanais or open patios of any kind are permitted in Bonita Isles.
8.14.1 Lanai drapes and shades must blend with the exterior paint, screening and supports of the lanai and not contain any print or pattern.
8.14.2 A color sample must accompany the ARC application.
8.14.3 The homeowner is responsible for keeping drapes or shades in good condition.

8.15 Lanai Extensions. Lanai extensions for single family homes are allowed with ARC approval. Lanai extensions are prohibited for attached villas. Screen Lanai extensions for single family homes will be contingent upon the model, lot location and pool set back requirements per builder's survey plan. This will determine the size of the allowable extension.
8.15.1 Screening and supports must match those used on the original Lanai installed by the builder.

8.15.2 All irrigation that is disturbed by the installation of the lanai must be replaced at the expense of the owner with ARC approval.
8.15.3 Replacement sod must be specified as Zoysia.
8.15.4 Any pallets must be stored or removed the day the sod is installed.
8.15.5 The Homeowner is responsible for all demolition and proper removal of construction debris, and for all landscaping and removal and replacement of pine straw or Brown River Rock and irrigation heads. This includes any repair work that may be needed for the extended Lanai, including but not limited to stucco, painting, roof, fascia, gutters, etc.
8.15.6 The Homeowner is responsible to comply with all local and state building regulations, and must present a copy of secured permits to the ARC prior to commencement of any work.
8.15.7 Lanai door entry pad cannot exceed 6 feet X 7 feet. The entry door pad cannot be used as a patio, which means no furniture, planters, etc. can be placed on the entry pad. Pavers must match existing pavers in lanai and/or pool cage area. An ARC request is required with a lot plan.
8.15.8 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before work begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.
8.15.9 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.
8.15.10 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign off on the ARC request form.

8.16 Pools. A site plan which clearly defines the bounds of the structure to be built is required. Both the physical plan and the plans for the cage enclosure are required. If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.

8.16.1 Homeowner is responsible for capping of irrigation feed pipe(s) prior to start of construction and the replacement of irrigation piping and heads.
8.16.2 Homeowner or contractor must coordinate all activity related to the irrigation system with the Association's landscaping vendor.
8.16.3 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before works begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.
8.16.4 Homeowner is responsible for restoration of all sod, landscaping beds and features that may have been affected by the project. This includes not only the construction lot but also any adjacent lots or areas that were affected by the project.
8.16.5 Homeowner is responsible for the re-implementation of irrigation runs, lines, and heads in a manner consistent with irrigation practices throughout Bonita Isles. All irrigation work is to be coordinated with the Association's landscaping contractor who will make the final determination of the adequacy to the replaced irrigation components.
8.16.6 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.

8.16.7 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign off on the ARC request form.
8.16.8 Homeowner is required to follow all construction guidelines as stated in 8.17.

8.17 Construction Rules and Regulations that must be followed:

8.17.1 The Homeowner is responsible to comply with all local and state building regulations, and must present a copy of secured permits to the ARC prior to commencement of any work.
8.17.2 The Homeowner is responsible for all demolition and proper removal of construction debris, and for all landscaping and removal and replacement of pine straw or Brown River Rock and irrigation heads. This includes any repair work that may be needed for the extended Lanai, including but not limited to stucco, painting, roof, fascia, gutters, etc.
8.17.3 Any and all expenses incurred will be the sole responsibility of the homeowner making the request.
8.17.4 Ensure any contractors hired as a result of this ARC will conform to HOA rules and guidelines.
8.17.5 Ensure any contractors are licensed and maintain current insurance while on the Bonita Isles property.
8.17.6 Ensure contractors do not use common property for any construction materials or debris unless prior approval is received by the ARC.
8.17.7 Assume all responsibility and costs for any HOA common property items that are affected as a part of their ARC requests, including contractor negligence (i.e. utilities, irrigation, landscape, sidewalks, street, etc.).
8.17.8 Not make any modifications to the ARC request, plans and specifications, or modifications that have been approved by the Committee unless it is re-submitted for ARC review.
8.17.9 Remove construction debris on a daily basis and keep the property clean and neat for the enjoyments of neighbors.
8.17.10 Work may occur between 8AM – 5PM.
8.17.11 Construction dumpsters require ARC approval with defined timeframe.
8.17.12 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before works begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.
8.17.13 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.
8.17.14 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company. The designee must sign off on the ARC request form before approval is granted.
8.17.15 Any deviation in the project completion schedule must be reported to the Property Manager.

9. LANDSCAPE

9.01 Trees. No trees may be removed or trimmed without the written approval of the Board. The City of Bonita Springs approved the Bonita Isles Landscape Plan on two hardwood trees (live oaks, magnolia) per 3,000 square feet. Hardwood trees may not be removed.

9.02 Mulching Beds. Bonita Isles is a Pine Straw community due to drainage problems in the development. Only Pine Straw may be used for mulching. Other bed mulches such as, but not limited to, wood chips, wood bark, rubber mulch, etc. are strictly prohibited.

9.03 Brown River Rock. As an alternative to pine straw, Brown River rock may be used with a plastic landscape molding between the rocks and the turf. The exact color and size of river rock must be submitted to the ARC for approval and must match samples on file with the HOA's property management firm.

9.03.1 Homeowner is responsible for future maintenance of Brown River Rock.

9.04 Vegetable Gardens, Herb Gardens and Fruit Trees. Vegetable gardens, herb gardens or fruit trees are not permitted in Bonita Isles.

9.05 Maintenance. Each Lot shall be maintained reasonably clean and, in all events, free from refuse, debris, and unsightly growth and fire hazard.

9.05.1 All routine landscape maintenance will be performed consistently throughout the community. An opt-out option is available to homeowners who prefer to perform their own landscape maintenance on their lot.

9.05.2 Wall trellises must be approved by ARC and maintained with live, healthy plants at homeowner's expense.

9.06 Planting Beds. An ARC Landscape request must be submitted for all planting bed expansions or contractions and any landscape work done by a contractor.

9.06.1 Any and all expenses incurred will be the sole responsibility of the homeowner making the request.

9.06.2 If any changes to the irrigation system are required, the movement or addition of sprinkler heads will be at the expense of the homeowner along with any damage to existing sprinkler heads. Any changes to the irrigation system must be coordinated with the Associations' landscaping contractor who will make the final determination of the adequacy to the changes and replacement of irrigation components.

9.06.3 If new or replacement landscape is needed it must be finished off with pine straw or Brown River Rock.

9.06.4 Ensure any contractors hired as a result of this ARC will conform to HOA rules and guidelines.

9.06.5 Ensure any contractors hired for this job are licensed and maintain current insurance while on the Bonita Isles property.

9.06.6 Ensure contractors do not use common property for any construction materials or debris unless prior approval is received by the ARC.

9.06.7 Assume all responsibility and costs for any HOA common property items that are affected as a part of their ARC requests, including contractor negligence (i.e. utilities, irrigation, landscape, sidewalks, street, etc.).

9.06.8 Not make any modifications to the ARC request, plans and specifications, or modifications that have been approved by the Committee unless it is re-submitted for ARC review.

9.06.9 Work may occur between 8AM – 5PM.
9.06.10 Planting is not allowed within the conservation easement area of any lot.
9.06.11 Modifications to any area outside a home owner's lot is not permitted
9.06.12 If a landscape contractor is hired to expand landscape beds or create new landscape beds, the responsibility for proper and adequate supervision, for the duration of the project, falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign the ARC Landscape request form before approval is granted.
9.06.13 If your site does not include sufficient access space on your lot to facilitate landscape changes, you must obtain a signed access agreement from the neighbor(s) affected by construction.

9.07 Irrigation System. No Unit Owner shall operate or alter any part of said irrigation system. The irrigation system is installed and maintained by the Association to serve the entire community.

9.08 Mosquito Misting Systems, also referred to as pesticide-misting systems are not permitted anywhere in Bonita Isles.

9.09 Zoysia must be used for any grass replacement.
9.09.1 Any pallets must be stored or removed the day the sod is installed.

10. INSURANCE OBLIGATIONS

10.01 Property Insurance. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost less a reasonable deductible, on all insurable improvements located on such owner's Lot, to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable supplemental declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Areas due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Areas, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured.

10.02 Insurance Certificates. Each Owner shall provide a certificate evidencing such insurance to the Association within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance where the Owner is required to obtain hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot.

10.03 Property Damage. In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved by the Association, except that if the Association has assumed responsibility for insurance coverage hereunder, the Association shall, subject to the limitations above, be

responsible for repair or reconstruction of those portions of the structure on the Lot for which the Association has expressly, in writing, assumed insurance responsibility. The Unit Owner within any affected Building shall be responsible for paying any expenses of reconstruction of or repair to any Building which is not covered by any policy of insurance, whether as a result of deductibles or exclusions.

10.04 Reconstruction. No Building or improvement which has been partially or totally destroyed by fire or of the casualty shall be allowed to remain in such condition for more than two (2) months. Subject to Article VII, 4.d, the Owner thereof shall raze or remove said destroyed or partially destroyed Building or improvement and remove any debris promptly from such Lot, or rebuild said destroyed or partially destroyed Building or improvement.

11. WETLANDS AND RETENTION PONDS

11.01 Vegetation. No Owner may remove native vegetation, (including cattails) that becomes established within the detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, the introduction of carp grass and cutting. If the Subdivision includes a wetland mitigation area or wet detention pond, no vegetation in such area shall be removed, cut, trimmed, or sprayed with herbicide.

11.02 Buildings. No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland(s), wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in approved permits and recorded Plats.

11.03 Construction Activities. No owner may engage in any construction related activities within any part of the Surface Water and Storm Water Management System or wetlands.

12. UNIT MODIFICATIONS AND MAINTENANCE

12.01 Exterior Modifications. No Unit Owner shall make any alteration or improvements to the Unit Owner's Unit except in accordance with this Section. A Unit Owner may not expand, enlarge or relocate the single-family structure originally located within his Lot. Any other alterations or improvements to a Unit (including, but not limited, to the enclosing or screening in of any porch or patio within the Unit), may be made only if prior written approval is obtained from the Board of Directors.

12.02 Interior Modifications. A Unit Owner may make alterations and improvements to the interior of the dwelling located within the Unit, so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law.

12.03 Attached Unit Owners. Attached Unit Owners shall maintain, repair and replace everything within the confines of the Owner's Lot, including the permitted improvements, which are not to be maintained by the Association pursuant to ARTICLE VII, SECTION 1, (ii), including but not limited to: All exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a Common Expense. These surfaces shall be maintained in such manner as to preserve a uniform appearance.

12.04 Detached Unit Owners. Detached Unit Owners shall be responsible for the maintenance, repair and replacement of all improvements within that Owner's Lot, including the home and landscaping and irrigation, except for those maintenance responsibilities assumed by the Association at the discretion of the Board for the benefit of all Detached Units.

12.05 Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unsightly or unkempt condition of buildings or grounds on his Lot that shall tend to substantially decrease the beauty of Bonita Isles as a whole or the specific Lot.

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000150611, Doc Type RES, Pages 23, Recorded 6/26/2019 at 10:22 AM, Deputy Clerk WMILLER ERECORD
Rec Fees: $197.00

Certificate prepared by and returned to:

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

CERTIFICATE OF RECORDATION

RULES AND REGULATIONS

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Rules and Regulations were duly adopted by the Board of Directors at the duly noticed Board of Directors' meeting on the 14th day of May 2019. Said Rules and Regulations were approved by a proper percentage of voting interests of the Board of Directors. The attached Amended and Restated Rules and Regulations revise and supersede the Rules and Regulations recorded at Instrument No. 2018000290243, of the Public Records of Lee County, Florida. The Rules and Regulations may also be further amended without recordation of said changes in the Public Records. The current version of the Rules and Regulations is available from the Association and may be obtained in the manner provided by law.

The Declaration of Covenants and Restrictions for Bonita Isles is recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants and Restrictions is further described at Instrument No. 2013000014601, of the Public Records of Lee County, Florida.

WITNESSES:
(TWO)

Signature

R. J. KAWEL.
Printed Name

Signature

Christine Goerz
Printed Name

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: _____
Joseph Reimann, President

Date: 5/23/19

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 23rd day of May 2019, by Joseph Reimann as President of Bonita Isles Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.

Notary Public

Susan Gladden
Printed Name

My commission expires:

SUSAN GLADDEN
Notary Public - State of Florida
Commission # GG 055548
My Comm. Expires Jan 31, 2021
Bonded through National Notary Assn.

ACTIVE: 12338917_1

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

BONITA ISLES HOA

RULES AND REGULATIONS

Based on the Declaration of Covenants of
Bonita Isles Homeowner Association

Adopted - November 7, 2018
Amended – May 14, 2019

The Bonita Isles Homeowner Association is guided by the State of Florida Statute 720, the Bonita Isles Covenants and the following Rules and Regulations are hereby adopted by the Board of Directors of Bonita Isles Homeowner Association (hereinafter referred to as the Board). These are for the health, safety and wellbeing of Unit Owners for the proper maintenance, use and preservation of the facilities and property in Bonita Isles Homeowner Association. A Unit as used in this document means either an attached or detached single-family residence.

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1. GENERAL

1.01 Road Usage. The speed limit throughout Bonita Isles is 20 MPH. Golf carts must be operated by a licensed driver. Golf carts are not to be used on Common Areas or sidewalks.

1.02 Smoking is not permitted in any enclosed or fenced common property within Bonita Isles.

1.03 Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind. Up to two (2) domesticated household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor.

1.04 Pet Walking. Outside an Owner's Unit, pets must be kept on a leash, and each pet owner is responsible for picking up and disposing of pet waste in their garbage or trash container. Walking your pet on another person's yard without their permission is not permitted.

1.05 Swimming Pools. No swimming pool or hot tub may be placed on any Lot or Common Property unless approved by the Board.

1.06 Security Bars. No security bar system may be installed on any window or door of any dwelling within Bonita Isles that is visible from the exterior of a Unit.

1.07 Basketball Goals. No permanent or non-portable basketball goals may be erected or placed on any Lot or the Common Property; however, subject to approval of the Board of Directors, portable basketball goals may be permitted in the driveways, provided basketball goal shall be removed and stored out of view in the garage when not in use by end of the day.

1.08 No games shall be played on the streets in Bonita Isles.

1.09 Utility Buildings. No utility buildings, sheds or storage buildings shall be constructed or erected on any Lot.

1.09.1 Examples, but not limited to:
Freestanding structures including tool sheds, green houses, detached garages, storage containers and gazebos are prohibited outside of the home.

1.10 Offensive Activity. No illegal, noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. Quiet hours are from 10:00 PM – 7:00 AM. There shall not be maintained in the community any plants, animals, devices or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the community by the Owners thereof.

1.10.1 Fireworks (illegal in Florida), open fires, and wood burning fire pits are prohibited.

1.11 Noise Levels. Pool equipment including, pumps, heaters, aerators, blowers, and similar equipment shall not produce a noise level greater than 65db measured at 5 feet above ground level, 7 feet from the equipment's base. If the noise level is exceeded, sound deadening equipment and/or an enclosure must be installed. To properly measure noise level a commercial sound level meter will be used.

1.12 Wind Chimes are not permitted in Bonita Isles.

1.13 Commercial Vehicles, Trailers, and Boats. No vehicle over the designation of ¾ ton, commercial vehicle with lettering, house or travel trailer, camper, mobile home, motor home, house trailer, horse trailer, boat trailer, trailer of any kind, recreational vehicle, boat, or other such vehicle or device shall be placed, parked, left or stored on any Lot or the Common Areas; provided, however, that this provision shall not apply to any such vehicle or device being kept in an enclosed garage. Further, the prohibition of parking shall not apply to the temporary parking of a vehicle used as a service, or delivery vehicle.
Any vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

1.14 Land Use and Building Type. Buildings constructed on an Owner's Lot shall be used for single-family residential purposes only.

1.15 Street Parking is limited to those times that the resident's driveway may not otherwise be available for use with the exception of temporary service vehicles. Street parking is temporary (defined as eight (8) hours) and is limited to those times that the resident's driveway may not otherwise be available for use with the exception of temporary service/vendor vehicles. Persistent/extended parking of resident vehicles in the street is not permitted. As a rule, resident vehicles shall be kept in the garage or in the driveway.

1.16 All Night Street Parking is not permitted in Bonita Isles. Guests that cannot park in resident's drive or a neighbor's drive (with neighbor's permission) may use the common area parking between 11 pm. until 8 am. Residents and guests may only park in the common area parking spaces if the common area facilities are not being used. When parking in the drive, it is prohibited to block any part of the sidewalk.

1.17 Temporary Structures. No structure of a temporary character shall be placed upon Bonita Isles at any time.

1.18 Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot.

1.18.1 No exterior antennas, to include without limitation, satellite dishes larger than one (1) meter in diameter and short-wave radio antennas, shall be permitted on any Lot.

1.18.2 Owners may install one satellite dish one (1) meter or smaller in diameter as permitted by law.

1.18.3 Satellite dish may not be installed on the front of the home unless the carrier determines it is the only area in which a signal can be acquired.

1.19 Window Air Conditioning Units. No window or through-the-wall air conditioning units shall be permitted.

1.20 Hunting. No hunting or fishing shall be permitted anywhere in Bonita Isles unless authorized by the Board.

1.21 Storage Receptacles. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar receptacles or installations shall be placed in the garage or under the surface of the ground or in walled-in areas or screened with shrubbery approved by the Board of Directors so as not to be visible from the street or objectionable to an adjacent property. Roadways in Bonita Isles shall not be used for staging, storage of any building or landscape materials as approved by the Board.

1.22 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be stored or disposed of except in accordance with the rules of the Association and the requirements of the applicable governmental authority for disposal or collection of waste. The right to select a garbage collection company for use by all Lots and to include billings for same as part of Assessments against each Lot, or alternatively, to bill directly or provide that the collection company shall bill directly to the affected Lots shall be reserved to the Association. No Lot Owner may avoid a fee or charge for garbage collection either as part of a regular Association assessment or as a separate charge of a garbage collection service. All equipment for the storage or disposal of such material shall be kept in a clean condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity unless use of another container by the City, County or hauler is required, and well-sealed. Plastic bags may be used for yard clippings. Bags and containers may not be placed out for collection sooner than twelve (12) hours prior to any scheduled collection and must be removed within twelve (12) hours of collection.

1.23 Fences. No fences shall be constructed on any Lot in Bonita Isles. A fence is generally defined as a visible, tangible obstruction that has been raised or planted to separate, protect, enclose or define an area of land such that access is restricted. This rule also includes no electronic pet fencing.

1.24 Utility Connection. All Lots are served by a sanitary sewer system and public water system. No septic tank or well of any kind may be installed on any Lot. All utilities, including, but not limited to, telephone, cable television, electric, water, and sewer, have been installed underground and within, below or upon the Subdivision property (including within, below or upon each Lot and the Unit therein). Repairs and maintenance of any utilities serving a particular Unit may affect the adjacent Units and Lot Owners. Easements are hereby reserved or granted over, under, across and through the Bonita Isles to the service providers described herein for the purposes of their providing said services.

1.25 Vehicles and Repair. No inoperative cars, trucks, trailers, or other type, of vehicles shall be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours in any ninety (90) consecutive day period; provided however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in Bonita Isles. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof shall be parked, stored or located upon any Lot at any time. No portion of the Common Areas may be used for parking of such inoperative vehicles.

1.26 Garage Sale. Garage sales (hereinafter defined) are prohibited on any Lot in the Subdivision except in strict compliance with rules and regulations that may be issued from time to time by the Association's Board of Directors. A "garage sale" means any public display or offering for sale or free to the public of one or more items of personal property by persons residing on the Lot on which the sale is conducted and shall include sales commonly referenced to as patio sales, driveway sales, yard sales, porch sales and other such sales.

1.27 Storm Shutters. No shutters may be attached to the outside walls of a Unit or building without the written consent of the Board of Directors. All shutters shall be installed in accordance with governmental requirements and the following unless otherwise provided in the rules of the Association. Each Unit Owner shall be responsible for installing, removing, storing, repairing and maintaining shutters for his Unit in accordance with governmental requirements and the Association's Rules and Regulations and the schedule for installation and removal established by the Board from time to time. The board approved schedule for use of storm shutters is installation one (1) week prior to named storm watch and removed no later than 14 days after the watch or storm concludes. Shutters may remain in use if another named storm watch is anticipated within 48 hours of the removal deadline. It is recommended that absentee owners make arrangements with their home watch or another to manage the shutters. The noncompliance/ violation enforcement policy will be followed.

Prior to any new installation by a Unit Owner, the specifications for such shutters must be submitted to the Board for approval, together with a certificate from the contractor or an engineer that the shutters meet the requirements of applicable governmental regulations.

1.28 Utility Easements. Easements for installation and maintenance of utilities and cable television are reserved or granted within Bonita Isles on as shown on the Plat and over, under, across and through the Subdivision, for the perpetual and nonexclusive use and benefit of Bonita Isles, to the providers of utility services for Bonita Isles. Within the easements shown on the Plat, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or utilities or cable television or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible or for which the Association is responsible pursuant to the Declaration for Bonita Isles.

1.29 Solicitation is prohibited in Bonita Isles in any form.

1.30 Business. Residents are prohibited from conducting business in their homes if it causes problems with traffic, parking, or if it creates any nuisance to their neighbors.

1.31 Resident Neighbor Complaint. Any complaint from one neighbor against another neighbor must be submitted in writing (email or letter) to the Property Manager for review.

1.31.1 If the Property Manager or the Board feels the Complaint involves a Rule Infraction, a violation.

1.31.2 Should the issue remain unresolved after two weeks, a second letter is issued with a warning that if the violation is unresolved within the next ten days, they will be subject to a $100 fine and/or $10 per day for each continued occurrence as determined by the Board.

1.31.3 If the Property Management and the Board feel that the said complaint was not a violation issue, no additional activity will be taken by the Property Manager or Board.

1.32 Grills must be stored inside lanai, house or garage when not in use. Outside storage other than lanai is only permitted with ARC approval.

1.33 Storage Pods are only allowed in driveways for up to 3 business days unless approved by ARC for construction purposes.

2. ISLAND CLUB POOL

2.01 Pool Closing. The pool may be closed at any time because of weather, operational difficulties or other conditions at the discretion of the property manager, or the Board. Notification of pool closure will be posted at the entrance of the pool and the HOA will endeavor to send an email to all residents.

2.02 Pool Hours are from dawn till dusk.

2.03 Pool Entry. Each Owner will gain entry to the pool area by using their registered key fob.

2.04 Guests. Residents are responsible to make sure their guests adhere to all pool rules and regulations. The Amenity Center is limited to 5 guests.

2.05 Children under 16 years of age shall be accompanied by an adult at all times.

2.06 Swim Attire. Bathing suits are required for swimming in the pool. All children must wear bathing suits. No jeans or cut offs in the pool. Wet bathing suits are not permitted in the exercise room, but are permitted in the restrooms and within the remainder of the fenced in area.

2.07 Diapers. Infants and toddlers who are not completely toilet trained will not be allowed in the pool unless they are wearing swim diapers under their bathing suit which are made specifically for pool use. If the pool and/or the pavilion area are compromised by diaper failure, the pool must be closed, drained, cleaned for possible contaminates, refilled with water and super chlorinated. The person/persons responsible and identified as causing this pool closing will be billed the total expense for closing and reopening the pool. This also applies to incontinent adults.

2.08 Food and Beverages. No food or beverages are permitted while in the pool or within 10 feet of the perimeter of the pool.

2.09 Glassware and breakable ceramics are not permitted anywhere in or near the pool and/or pavilion area. If the pool and/or pavilion area is compromised by broken glass or ceramics, the pool and/or-pavilion area must be closed and deep cleaned to remove the sharp material. The pool will need to be drained, cleaned for possible broken glass or ceramics, refilled with water and super chlorinated. The person/persons responsible and identified as causing this pool closing will be billed the total expense for closing and reopening the pool.

2.10 Pets. Pets are not permitted in the pool and patio area, with the exception of documented service animals.

2.11 Activities and Items in Pool and Pavilion Area. Diving, jumping, running, pushing and rough play are not permitted. Personal radio or other music media must be used with earphones as not to disturb other guests.

2.11.1 Preference is to be given to swimmers using the "Lap Lane" for exercise and walking/physical therapy.

2.11.2 No bicycles, skates, roller blades, skateboards, or scooters are permitted for any reason. There is a bicycle rack for use outside the pool area.

2.11.3 Refrain from any throwing of objects, of any kind, or activity in or around the pool that jeopardizes the safety of others.

2.11.4 No remote-control toys.

2.12 Posted Pool Rules as approved by the Board shall be adhered to at all times.

2.13 Use of Pool Furniture. Pool chairs, tables, umbrellas and other pool furniture are provided on a first-come basis and cannot be reserved. Any furniture moved for the convenience of users is to be returned to its original location when leaving the pool area. No furniture is to be removed from the pool facilities at any time. Towels are required on lounge chairs when used by residents and guests in bathing suits. Umbrellas must be put down and secured, and chairs and chaises must be reset when leaving.

2.14 Cleanup. When leaving the pool area, residents and their guests must remove all their belongings and place trash in the trash receptacles.

2.15 User's Risk. Everyone using the pool or facilities does so at their own risk. The Homeowner's Association assumes no responsibility or liability for any accidents or injuries in connection with such use or any loss or damage to personal property or articles.

2.16 Injuries, Accidents or Health Concerns. Report all injuries or accidents immediately to the management company. Anyone using the pool facilities should call 9-1-1 immediately if they see a life-threatening situation. Use of pool with an open wound or bleeding is not permitted.

3. TENNIS COURTS

3.01 Pets are not allowed inside the fenced area.

3.02 Courts are to be used for tennis, pickle ball, badminton (court games) ...not baseball, softball, etc.

3.03 Skateboarding. Skateboarding, Bicycling and Rollerblading is prohibited.

3.04 Children. Children under the age of 16 years must be accompanied by an adult at all times.

3.05 Footwear. Hard sole shoes or heels must not be worn on the courts.

4. PAVILION - OUTDOOR KITCHEN & GRILL AREA

4.01 Glass. Glass and breakable ceramic containers are not to be used.

4.02 Grills. Cooking grilles are to be cleaned after each use and gas shut off.

4.03 Clean Up. Area must be cleaned and trash put in containers after use.

4.04 Furniture. All tables and chairs are to be placed back in their original positions.

5. FITNESS ROOM

5.01 Age Restriction. Children under the age of 18 are not permitted to use any of the equipment.

5.02 Equipment must be wiped down after each use.

5.03 TV. Lights and Fans must be turned off when room is vacated.

5.04 Equipment. All moveable equipment such as weights, mats, etc. must be returned to its proper place. Heavy workout equipment must be put back in original position to accommodate others not capable of doing so.

6. TOT LOT

6.01 Children under 12 years of age shall be accompanied by an adult at all times.

6.02 No Pets or glass or breakable ceramic shall be allowed in the Tot Lot.

7. ARCHITECTURAL REVIEW PROCESS

7.01 Any Change to the exterior of any Owner's Lot must be approved in advance by the Board or ARC Committee as determined by the Board.

7.02 Application Process.

7.02.1 Step 1. Applications are available from the property management company.
7.02.2 Step 2. Application to be completed by homeowner.
7.02.3 Step 3. Application, along with required documents, is submitted to the management company for review by Board or designated committee.
7.02.4 Step 4. Application will be approved, conditionally approved with modifications or denied with stated reason.

7.03 Appeals. An appeal may be made to the full Board if an application was denied. A denial based on the Declaration of the Covenants or the Architectural Guidelines is not grounds for an appeal. To initiate the appeals procedure, the applicant must submit a written request for an appeal to the Community Association Manager within 30 days of the applicant receiving the denial.

7.04 Variance. The Board may grant relief to one or more Owners from specific Rules and Regulations upon written request indicating the need for a variance. The variance will be approved or denied based on the ability of the Owner or Owners to show good cause in the sole opinion of the Board.

8. ARCHITECTURAL GUIDELINES

8.01 Signage. No signs shall be displayed to the public view on any Lot unless approved by the Board.

8.01.1 Signs or advertisements of any kind are prohibited except for an alarm system sign.
8.01.2 Signs in windows are limited to alarm decals (3) 4 ½ inches x 3 inches stating that a pet, child or disabled person lives in the premise. It is recommended that they be installed in the lower left of the window.
8.01.3 A "For Sale" sign on a home or vehicle is prohibited. Open house signs are only permitted during the hours of the open house.
8.01.4 Oxygen signs are permitted at the entrance to the home.
8.01.5 Social committee event signs are allowed on common property with Board approval.

8.02 Seasonal Displays. All seasonal decorations must comply with the following rules:

8.02.1 All holiday lights and decorations may be displayed for up to thirty (30) days prior to a publicly observed holiday or religious observance and must be removed within ten (10) days of the occurrence.
8.02.2 One holiday decoration is permitted on each garage light.
8.02.3 One decorative holiday item is permitted on the door of the house using a wreath hanger or suction cup.
8.02.4 Cords must be placed in a safe manner on the exterior lights. They must be properly grounded.
8.02.5 Electrical cords are prohibited from running across any sidewalk or driveway.

8.02.6 All seasonal decorations are prohibited from being placed on the grass areas.
8.02.7 Lighting of trees and shrubs is permissible.
8.02.8 Lighting must be properly secured
8.02.9 Seasonal decorations are not permitted on the roof.

8.03 Exterior Unit Ornaments: Exterior pots, decorative objects, and benches are defined by the guidelines as listed below. Any damage to any ornament within an owner's landscape bed is the owner's full responsibility. In addition, if at any time the Board must enact emergency operations, the unit's exterior ornaments, unless permanently mounted, must be removed 7 days prior to the occurrence. If the owner does not do this, the Board will attempt to have it done, if resources are available. The homeowner will be assessed a company's going rate for such action. All removed objects will be disposed of.

8.03.1 Only three (3) decorative objects are permitted to be placed on the walkway or landscape bed in front of home or entry way. Decorative object is defined as:

a) Clay or Ceramic Pot
b) One (1) Bench
c) Artistic Object

Decorative objects, which includes benches are prohibited on the lawn. Please be advised the Board has the discretion to determine if the object is appropriate for the community.

8.03.2 No exterior decorative object may exceed 48".
8.03.3 Hanging flower plants, including shepherd hooks are prohibited.
8.03.4 Flower boxes are prohibited.
8.03.5 Landscaped arches are prohibited.
8.03.6 Bird baths, bird feeders, fountains or objects holding water are prohibited.
8.03.7 One (1) decorative object is permitted on the front door using a wreath hanger or suction cup.
8.03.8 Potted plants, decorative objects and structures of any type are prohibited behind the lanai or pool cage.

8.04 "J" Bars or shepherd hooks with hanging potted plants are not permitted in Bonita Isles. They can easily be blown away by a micro-blast and present a clear hazard to neighbors.

8.05 Exterior Wall Hanging. One (1) object of art may be mounted outside the front entry door with ARC approval. Please be advised the Board has the discretion to determine if the object is appropriate for the community.

8.05.1 Wall hanging must not be more than 4 feet in length, 2 feet high and shall not extend more than 2 inches from the wall.
8.05.2 A color picture of the wall hanging must accompany the ARC application.

8.06 Flags. One (1) portable, removable United States Flag, the official flag of the State of Florida and one (1) flag which represents the Unites States Army, Navy, Air Force, or Coast Guard, or a POW-MIA flag may be displayed in a respectable manner by each Owner. The flag(s) shall at all times be displayed right side up, and shall not exceed 4½ by 6 feet. The display of all other flags is prohibited.

8.06.1 It is only permissible to mount the flag(s) on the unit's garage door jamb.
8.06.2 Flags shall be well maintained, in good repair and flown according to flag etiquette.

8.07 Exterior Lighting Fixtures. Only exterior lighting fixtures approved by the Board of Directors shall be placed on any Lot. Any exterior lighting fixtures shall be placed in such a fashion so that they are adequately shielded from adjoining neighbors so as not to constitute an annoyance or a nuisance to adjoining Lots. Lights shall not exceed 60 watts or 900 lumens and shall not be colored.

8.07.1 Clear pathway lights may be used around the outside perimeter of the walkway leading to the entrance of the home. Must be installed in landscape bed.

8.07.2 Pathway lights shall be a minimum of 4 feet apart and shall not exceed 18 inches in height and must not interfere with irrigation or landscape materials.

8.07.3 Pathway Lights along the sides of the driveways, around lanais, or in any other landscape areas are not permitted.

8.07.4 Up lighting is permitted under large trees.

8.07.5 The HOA and the HOA contracted landscaper will bear no responsibility if any lighting is damaged in the normal maintenance, trim, or removal of coconuts from the palm trees.

8.07.6 Exterior lights, if broken or damaged, must be replaced with original style and color. If not available, the ARC with Board input will select a replacement to use for all homeowners.

Examples, but not limited to:
Garage, front entry, etc.

8.08 Front Doors. Any change of an exterior front door must have ARC approval. Knockers over 6 inches and kick plates are prohibited on all doors.

8.09 Screen Doors must be bronze/brown in color and must have dark brown or black screen and be approved by the ARC. Ornamental decorations are prohibited on screen doors.

8.09.1 Any Phantom/retractable screen door must match the molding of the door and have ARC approval.

8.10 Clothes Lines. No articles of clothing or lines are permitted outside the lanai.

8.11 Exterior hoses

8.11.1 Approved hose colors are black, tan, brown or dark green.

8.11.2 If stored in a hose box, the box must blend with exterior paint.

8.12 Driveways and walkways must remain as pavers. Cement and asphalt are prohibited. The style, color and size must remain original and it is prohibited to widen the driveway.

8.13 Fire Hydrants and Mail Boxes shall not be blocked.

8.14 Lanais. Only screened lanais with dark brown or black screen as used by the developer are permitted in Bonita Isles. No unscreened Lanais or open patios of any kind are permitted in Bonita Isles.

8.14.1 Lanai drapes and shades must blend with the exterior paint, screening and supports of the lanai and not contain any print or pattern.

8.14.2 A color sample must accompany the ARC application.

8.14.3 The homeowner is responsible for keeping drapes or shades in good condition.

8.15 Lanai Extensions. Lanai extensions for single family homes are allowed with ARC approval. Lanai extensions are prohibited for attached villas. Screen Lanai extensions for single family homes will be

contingent upon the model, lot location and pool set back requirements per builder's survey plan. This will determine the size of the allowable extension.

8.15.1 Screening and supports must match those used on the original Lanai installed by the builder.

8.15.2 All irrigation that is disturbed by the installation of the lanai must be replaced at the expense of the owner with ARC approval.

8.15.3 Replacement sod must be specified as Zoysia.

8.15.4 Any pallets must be stored or removed the day the sod is installed.

8.15.5 The Homeowner is responsible for all demolition and proper removal of construction debris, and for all landscaping and removal and replacement of ~~pine straw~~ dark brown mulch or Brown River Rock and irrigation heads. This includes any repair work that may be needed for the extended Lanai, including but not limited to stucco, painting, roof, fascia, gutters, etc.

8.15.6 The Homeowner is responsible to comply with all local and state building regulations, and must present a copy of secured permits to the ARC prior to commencement of any work.

8.15.7 Lanai door entry pad cannot exceed 6 feet X 7 feet. The entry door pad cannot be used as a patio, which means no furniture, planters, etc. can be placed on the entry pad. Pavers must match existing pavers in lanai and/or pool cage area. An ARC request is required with a lot plan.

8.15.8 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before work begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.

8.15.9 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.

8.15.10 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign off on the ARC request form.

8.16 Pools. A site plan which clearly defines the bounds of the structure to be built is required. Both the physical plan and the plans for the cage enclosure are required. If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.

8.16.1 Homeowner is responsible for capping of irrigation feed pipe(s) prior to start of construction and the replacement of irrigation piping and heads.

8.16.2 Homeowner or contractor must coordinate all activity related to the irrigation system with the Association's landscaping vendor.

8.16.3 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before works begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.

8.16.4 Homeowner is responsible for restoration of all sod, landscaping beds and features that may have been affected by the project. This includes not only the construction lot but also any adjacent lots or areas that were affected by the project.

8.16.5 Homeowner is responsible for the re-implementation of irrigation runs, lines, and heads in a manner consistent with irrigation practices throughout Bonita Isles. All irrigation work is to be coordinated with the Association's landscaping contractor who will make the final determination of the adequacy to the replaced irrigation components.

8.16.6 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.
8.16.7 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign off on the ARC request form.
8.16.8 Homeowner is required to follow all construction guidelines as stated in 8.17.

8.17 Construction Rules and Regulations that must be followed:

8.17.1 The Homeowner is responsible to comply with all local and state building regulations, and must present a copy of secured permits to the ARC prior to commencement of any work.
8.17.2 The Homeowner is responsible for all demolition and proper removal of construction debris, and for all landscaping and removal and replacement of ~~pine straw~~ dark brown mulch or Brown River Rock and irrigation heads. This includes any repair work that may be needed for the extended Lanai, including but not limited to stucco, painting, roof, fascia, gutters, etc.
8.17.3 Any and all expenses incurred will be the sole responsibility of the homeowner making the request.
8.17.4 Ensure any contractors hired as a result of this ARC will conform to HOA rules and guidelines.
8.17.5 Ensure any contractors are licensed and maintain current insurance while on the Bonita Isles property.
8.17.6 Ensure contractors do not use common property for any construction materials or debris unless prior approval is received by the ARC.
8.17.7 Assume all responsibility and costs for any HOA common property items that are affected as a part of their ARC requests, including contractor negligence (i.e. utilities, irrigation, landscape, sidewalks, street, etc.).
8.17.8 Not make any modifications to the ARC request, plans and specifications, or modifications that have been approved by the Committee unless it is re-submitted for ARC review.
8.17.9 Remove construction debris on a daily basis and keep the property clean and neat for the enjoyments of neighbors.
8.17.10 Work may occur between 8AM – 5PM.
8.17.11 Construction dumpsters require ARC approval with defined timeframe.
8.17.12 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before works begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.
8.17.13 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.
8.17.14 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company. The designee must sign off on the ARC request form before approval is granted.
8.17.15 Any deviation in the project completion schedule must be reported to the Property Manager.

9. LANDSCAPE

9.01 Trees. No trees may be removed or trimmed without the written approval of the Board. The City of Bonita Springs approved the Bonita Isles Landscape Plan on two hardwood trees (live oaks, magnolia) per 3,000 square feet. Hardwood trees may not be removed.

9.02 Mulching Beds. Bonita Isles is a dark brown mulch community. Only dark brown mulch may be used. Other bed mulches such as, but not limited to, wood chips, rubber mulch, shells, etc. are strictly prohibited. Pine straw is only allowed in common areas approved by the Board.

9.03 Brown River Rock. As an alternative to dark brown mulch, Brown River rock may be used with a black plastic landscape molding between the rocks and the turf. The exact color and size of river rock must be submitted to the ARC for approval and must match samples on file with the HOA's property management firm.

9.03.1 Homeowner is responsible for future maintenance of Brown River Rock.

9.04 Vegetable Gardens, Herb Gardens and Fruit Trees. Vegetable gardens, herb gardens or fruit trees are not permitted in Bonita Isles.

9.05 Maintenance. Each Lot shall be maintained reasonably clean and, in all events, free from refuse, debris, and unsightly growth and fire hazard.

9.05.1 All routine landscape maintenance will be performed consistently throughout the community. An opt-out option is available to homeowners who prefer to perform their own landscape maintenance on their lot.

9.05.2 Wall trellises must be approved by ARC and maintained with live, healthy plants at homeowner's expense.

9.06 Planting Beds. An ARC Landscape request must be submitted for all planting bed expansions or contractions and any landscape work done by a contractor.

9.06.1 Any and all expenses incurred will be the sole responsibility of the homeowner making the request.

9.06.2 If any changes to the irrigation system are required, the movement or addition of sprinkler heads will be at the expense of the homeowner along with any damage to existing sprinkler heads. Any changes to the irrigation system must be coordinated with the Associations' landscaping contractor who will make the final determination of the adequacy to the changes and replacement of irrigation components.

9.06.3 If new or replacement landscape is needed it must be finished off with dark brown mulch or Brown River Rock.

9.06.4 Ensure any contractors hired as a result of this ARC will conform to HOA rules and guidelines.

9.06.5 Ensure any contractors hired for this job are licensed and maintain current insurance while on the Bonita Isles property.

9.06.6 Ensure contractors do not use common property for any construction materials or debris unless prior approval is received by the ARC.

9.06.7 Assume all responsibility and costs for any HOA common property items that are affected as a part of their ARC requests, including contractor negligence (i.e. utilities, irrigation, landscape, sidewalks, street, etc.).

9.06.8 Not make any modifications to the ARC request, plans and specifications, or modifications that have been approved by the Committee unless it is re-submitted for ARC review.
9.06.9 Work may occur between 8AM – 5PM.
9.06.10 Planting is not allowed within the conservation easement area of any lot.
9.06.11 Modifications to any area outside a home owner's lot is not permitted
9.06.12 If a landscape contractor is hired to expand landscape beds or create new landscape beds, the responsibility for proper and adequate supervision, for the duration of the project, falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign the ARC Landscape request form before approval is granted.
9.06.13 If your site does not include sufficient access space on your lot to facilitate landscape changes, you must obtain a signed access agreement from the neighbor(s) affected by construction.

9.07 Irrigation System. No Unit Owner shall operate or alter any part of said irrigation system. The irrigation system is installed and maintained by the Association to serve the entire community.

9.08 Mosquito Misting Systems, also referred to as pesticide-misting systems are not permitted anywhere in Bonita Isles.

9.09 Zoysia must be used for any grass replacement.
9.09.1 Any pallets must be stored or removed the day the sod is installed.

9.10 Landscape Borders. Black plastic landscape molding is the only approved material allowed between dark brown mulch or Brown River rock and turf. All other borders such as, but not limited to brick, concrete, metal, wood, etc. are strictly prohibited.

10. INSURANCE OBLIGATIONS

10.01 Property Insurance. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost less a reasonable deductible, on all insurable improvements located on such owner's Lot, to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable supplemental declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Areas due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Areas, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured.

10.02 Insurance Certificates. Each Owner shall provide a certificate evidencing such insurance to the Association within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance where the Owner is required to obtain

hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot.

10.03 Property Damage. In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved by the Association, except that if the Association has assumed responsibility for insurance coverage hereunder, the Association shall, subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Association has expressly, in writing, assumed insurance responsibility. The Unit Owner within any affected Building shall be responsible for paying any expenses of reconstruction of or repair to any Building which is not covered by any policy of insurance, whether as a result of deductibles or exclusions.

10.04 Reconstruction. No Building or improvement which has been partially or totally destroyed by fire or of the casualty shall be allowed to remain in such condition for more than two (2) months. Subject to Article VII, 4.d, the Owner thereof shall raze or remove said destroyed or partially destroyed Building or improvement and remove any debris promptly from such Lot, or rebuild said destroyed or partially destroyed Building or improvement.

11. WETLANDS AND RETENTION PONDS

11.01 Vegetation. No Owner may remove native vegetation, (including cattails) that becomes established within the detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, the introduction of carp grass and cutting. If the Subdivision includes a wetland mitigation area or wet detention pond, no vegetation in such area shall be removed, cut, trimmed, or sprayed with herbicide.

11.02 Buildings. No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland(s), wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in approved permits and recorded Plats.

11.03 Construction Activities. No owner may engage in any construction related activities within any part of the Surface Water and Storm Water Management System or wetlands.

12. UNIT MODIFICATIONS AND MAINTENANCE

12.01 Exterior Modifications. No Unit Owner shall make any alteration or improvements to the Unit Owner's Unit except in accordance with this Section. A Unit Owner may not expand, enlarge or relocate the single-family structure originally located within his Lot. Any other alterations or improvements to a Unit (including, but not limited, to the enclosing or screening in of any porch or patio within the Unit), may be made only if prior written approval is obtained from the Board of Directors.

12.02 Interior Modifications. A Unit Owner may make alterations and improvements to the interior of the dwelling located within the Unit, so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law.

12.03 Attached Unit Owners. Attached Unit Owners shall maintain, repair and replace everything within the confines of the Owner's Lot, including the permitted improvements, which are not to be maintained by the Association pursuant to ARTICLE VII, SECTION 1, (ii), including but not limited to: All exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a Common Expense. These surfaces shall be maintained in such manner as to preserve a uniform appearance.

12.04 Detached Unit Owners. Detached Unit Owners shall be responsible for the maintenance, repair and replacement of all improvements within that Owner's Lot, including the home and landscaping and irrigation, except for those maintenance responsibilities assumed by the Association at the discretion of the Board for the benefit of all Detached Units.

12.05 Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unsightly or unkempt condition of buildings or grounds on his Lot that shall tend to substantially decrease the beauty of Bonita Isles as a whole or the specific Lot.

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000420722, Doc Type AGR, Pages 3, Recorded 12/23/2021 at 10:27 AM, Deputy Clerk AESCOBAR ERECORD
Rec Fees: $27.00

Prepared by and returned to:

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

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

BONITA ISLES

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles were duly adopted by the Board of Directors at the duly noticed Board of Directors' meeting on the 10th day of August 2021. Further, I hereby certify that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles were duly adopted at the Annual Members' Meeting of the Association on the 14th day of December 2021. Said amendments were approved by a proper percentage of voting interests of the Board of Directors and the Association membership. The Declaration of Covenants and Restrictions for Bonita Isles is recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants and Restrictions is further described at Instrument No. 2013000014601, of the Public Records of Lee County, Florida.

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

i. Amendment to the Declaration of Covenants and Restrictions recorded on December 22, 2015, at Instrument No. 2015000272747, of the Public Records of Lee County, Florida;

ii. Amendment to the Bylaws recorded on December 29, 2016, at Instrument No. 2016000273369, of the Public Records of Lee County, Florida;

iii. Amendment to the Declaration of Covenants and Restrictions, Articles of Incorporation, and Bylaws recorded on May 31, 2017, at Instrument No. 2017000118193, of the Public Records of Lee County, Florida;

iv. Amendment to the Declaration of Covenants and Restrictions recorded on August 27, 2018, at Instrument No. 2018000206008, of the Public Records of Lee County, Florida;

v. Amended and Restated Rules and Regulations recorded on December 12, 208, at Instrument No. 2018000290243, of the Public Records of Lee County, Florida; and

vi. Amended and Restated Rules and Regulations recorded on June 26, 2019, at Instrument No. 2019000150611, of the Public Records of Lee County, Florida.

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

Amendment: Article VI, Section 12, Declaration of Covenants and Restrictions

ARTICLE VI
COVENANT FOR ASSESSMENTS

(Section 1 through Section 11 Remain Unchanged)

Section 12. ~~Start-up~~ Resale Capital Assessment. ~~In addition to annual and special assessments, each new Owner of a Unit commencing with the first Owner acquiring title from Declarant, shall pay the Association at the closing a start-up assessment in the amount of $350.00. The start-up assessment may be used by the Association to establish the new account and for any purpose not expressly prohibited by this Declaration or Florida law.~~ Each Owner covenants and agrees to pay to the Association a resale capital assessment due at the time of conveyance or other transfer of title of a Unit from an Owner to a subsequent Owner. The resale capital assessment shall be due at the time of closing of the conveyance of the Unit or transfer of title to the Unit and shall be considered delinquent if not remitted to the Association within ten (10) days from the date due. It shall be the obligation of the subsequent Owner of the Unit (the transferee of the deed or other acquirer of title) to pay the resale capital assessment to the Association and shall be secured by a lien on the Unit subject to all provisions in this Declaration regarding the collection of Assessments and foreclosure of Assessment liens. This resale capital assessment shall be effective for any transfer of title occurring on or after the date of recording of this amendment in the Public Records of Lee County, Florida. The Board may waive the resale capital assessment in situations involving inter-familial transfers for tax and estate planning reasons, including but not limited to, a Member's conveyance of a Unit to a trust. The resale capital assessment shall be in an amount of $1,000.00. This Section 12 shall apply to all transfers of title, except transfers where the Board has waived the fee for interfamilial transfers, and transfers or acquisitions of title (including through foreclosure or deed in lieu of foreclosure) by a first mortgagee that acquires its title as the result of holding a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor, or through foreclosure proceedings. However, any transferee from such parties must pay the resale capital assessment, as shall any party who acquires tittle at

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public auction or other than through direct foreclosure of a first mortgage or receipt of a deed in lieu of foreclosure of a mortgage held by that party.

****

WITNESSES:
(TWO)

Signature

Carrie Tracy
Printed Name

Signature

Angela Rheaume
Printed Name

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: _____
Thomas Beyer, Jr., President

Date: 12/17/2021

(CORPORATE SEAL)

DAWNA MARIE SHELDRICK NOTARY PUBLIC COMMISSION No. 157.0013809 STATE OF VERMONT

STATE OF Vermont)
) SS:
COUNTY OF Addison)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 17 day of December 2021, by Thomas Beyer, Jr. as President of Bonita Isles Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. He ☐ is personally known to me or ☑ has produced (type of identification) Drivers licence as identification.

Notary Public

Dawna Sheldrick
Printed Name

My commission expires: 01/31/2023

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Kevin C. Karnes, Lee County Clerk of Circuit Court
INSTR. # 2023000005231, Doc Type RES, Pages 3, Recorded 1/5/2023 at 10:31 AM, Deputy Clerk WSEIBERT ERECORD
Rec Fees: $27.00

Prepared by and returned to:

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

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

BONITA ISLES

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles were duly adopted by the Board of Directors at the duly noticed Board of Directors' meeting on the 8th day of November 2022. Further, I hereby certify that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles were duly adopted at the Annual Members' Meeting of the Association on the 13th day of December 2022. Said amendments were approved by a proper percentage of voting interests of the Board of Directors and the Association membership. The Declaration of Covenants and Restrictions for Bonita Isles is recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants and Restrictions is further described at Instrument No. 2013000014601, of the Public Records of Lee County, Florida.

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

i. Amendment to the Declaration of Covenants and Restrictions recorded on December 22, 2015, at Instrument No. 2015000272747, of the Public Records of Lee County, Florida;

ii. Amendment to the Bylaws recorded on December 29, 2016, at Instrument No. 2016000273369, of the Public Records of Lee County, Florida;

iii. Amendment to the Declaration of Covenants and Restrictions, Articles of Incorporation, and Bylaws recorded on May 31, 2017, at Instrument No. 2017000118193, of the Public Records of Lee County, Florida;

iv. Amendment to the Declaration of Covenants and Restrictions recorded on August 27, 2018, at Instrument No. 2018000206008, of the Public Records of Lee County, Florida;

v. Amended and Restated Rules and Regulations recorded on December 12, 208, at Instrument No. 2018000290243, of the Public Records of Lee County, Florida;

vi. Amended and Restated Rules and Regulations recorded on June 26, 2019, at Instrument No. 2019000150611, of the Public Records of Lee County, Florida; and

vii. Amendment to the Declaration of Covenants and Restrictions recorded on August 27, 2018, at Instrument No. 2021000420722, of the Public Records of Lee County, Florida;

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

Amendment: **Article VI, Section 12, Declaration of Covenants and Restrictions**

ARTICLE VI
COVENANT FOR ASSESSMENTS

(Section 1 through Section 11 Remain Unchanged)

Section 12. Resale Capital Assessment. Each Owner covenants and agrees to pay to the Association a resale capital assessment due at the time of conveyance or other transfer of title of a Unit from an Owner to a subsequent Owner. The resale capital assessment shall be due at the time of closing of the conveyance of the Unit or transfer of title to the Unit and shall be considered delinquent if not remitted to the Association within ten (10) days from the date due. It shall be the obligation of the subsequent Owner of the Unit (the transferee of the deed or other acquirer of title) to pay the resale capital assessment to the Association and shall be secured by a lien on the Unit subject to all provisions in this Declaration regarding the collection of Assessments and foreclosure of Assessment liens. This resale capital assessment shall be effective for any transfer of title occurring on or after the date of recording of this amendment in the Public Records of Lee County, Florida. The Board may waive the resale capital assessment in situations involving inter-familial transfers for tax and estate planning reasons, including but not limited to, a Member's conveyance of a Unit to a trust. The resale capital assessment shall be in an amount of ~~$1,000.00~~$1,500.00. This Section 12 shall apply to all transfers of title, except transfers where the Board has waived the fee for interfamilial transfers, and transfers or acquisitions of title (including through foreclosure or deed in lieu of foreclosure) by a first mortgagee that acquires its title as the result of holding a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor, or through foreclosure proceedings. However, any transferee from such parties must pay the resale capital assessment, as shall any party who acquires tittle at public

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auction or other than through direct foreclosure of a first mortgage or receipt of a deed in lieu of foreclosure of a mortgage held by that party.

****

WITNESSES:
(TWO)

Signature
DANILKA VIBITA RIVERA
Printed Name

Signature
Michelle Pacitto
Printed Name

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: Joan Sweeney
Joan Sweeney, President

Date: 12/15/2022

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of DECEMBER 2022, by Joan Sweeney as President of Bonita Isles Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. She ☒ is personally known to me or ☐ has produced (type of identification) _____ as identification.

Notary Public State of Florida
Theresa M Minniti
My Commission HH 052955
Expires 10/13/2024

Theresa M Minniti
Notary Public

THERESA M MINNITI
Printed Name

My commission expires: 10-13-2024

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Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2024000018719, DocType RES, Pages 6, Recorded 1/22/2024 at 2:58 PM, DeputyClerk AYANNUZZI
Rec Fees: $52.50 ERECORD

Prepared by and returned to:

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

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

BONITA ISLES

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles were duly adopted by the Board of Directors at the duly noticed Board of Directors' meeting on the 14th day of November 2023. Further, I hereby certify that the following amendments to the Declaration of Covenants and Restrictions for Bonita Isles were duly adopted at the Annual Members' Meeting of the Association on the 13th day of December 2023. Said amendments were approved by a proper percentage of voting interests of the Board of Directors and the Association membership. The Declaration of Covenants and Restrictions for Bonita Isles is recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants and Restrictions is further described at Instrument No. 2013000014601, of the Public Records of Lee County, Florida.

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

i. Amendment to the Declaration of Covenants and Restrictions recorded on December 22, 2015, at Instrument No. 2015000272747, of the Public Records of Lee County, Florida;

ii. Amendment to the Bylaws recorded on December 29, 2016, at Instrument No. 2016000273369, of the Public Records of Lee County, Florida;

iii. Amendment to the Declaration of Covenants and Restrictions, Articles of Incorporation, and Bylaws recorded on May 31, 2017, at Instrument No. 2017000118193, of the Public Records of Lee County, Florida;

iv. Amendment to the Declaration of Covenants and Restrictions recorded on August 27, 2018, at Instrument No. 2018000206008, of the Public Records of Lee County, Florida;

v. Amended and Restated Rules and Regulations recorded on December 12, 2018, at Instrument No. 2018000290243, of the Public Records of Lee County, Florida;

vi. Amended and Restated Rules and Regulations recorded on June 26, 2019, at Instrument No. 2019000150611, of the Public Records of Lee County, Florida;

vii. Amendment to the Declaration of Covenants and Restrictions recorded on December 23, 2021, at Instrument No. 2021000420722, of the Public Records of Lee County, Florida; and

viii. Amendment to the Declaration of Covenants and Restrictions recorded on January 5, 2023, at Instrument No. 2023000005231, of the Public Records of Lee County, Florida.

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

Amendment: **Article VI, Section 2 and Section 6; Article VII, Section 1(c), Declaration of Covenants and Restrictions**

ARTICLE VI
COVENANT FOR ASSESSMENTS

(Section 1 Remains Unchanged)

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association; for promoting the health, safety, welfare of the residents, and the general aesthetics of the Subdivision; for the improvement and maintenance of the Common Areas, including for the conservation and maintenance of any Conservation Area; for the payment of operating expenses of the Association; for the payment of taxes and insurance on the Common Areas; for certain Lot maintenance as provided for in Article VII; for compliance with and enforcement of other covenants or restrictions as provided for in this Declaration; for capital improvements; for reserves (if any) for landscaping, irrigation, painting of Buildings, repair and replacement of paving and sidewalks ~~and roofs~~ on Cluster Buildings, and for any other thing necessary or desirable, including but not limited to the cost associated with obtaining basic cable television services and utilities through a master meter for the Subdivision in the judgment of the Association; to keep the Subdivision secure, clean, neat and attractive and to preserve or enhance the value of the Subdivision; and to eliminate fire, health or safety hazards; and for any other thing which in the judgment of the Association may be of general benefit to its members.

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(Section 3 through Section 5 Remain Unchanged)

Section 6. Cluster Building Assessments. The Association may levy and collect Cluster Building-Assessments to pay for the repair, maintenance or replacement of Cluster Buildings or the Limited Common Property against the Owners of Units within a Cluster Building. The assessments include, but are not limited to, all costs incurred in maintaining the exterior, painting, ~~replacement and~~ repair, and routine maintenance and cleaning of roofs or the repair of damage to the Cluster Building not covered by a policy of insurance.

(Remainder of Article VI Remains Unchanged, Except as Indicated Below)

* *

ARTICLE VII
MAINTENANCE RESPONSIBILITIES

Section 1. Responsibilities. Responsibility for the maintenance, repair and replacement of the Lots and Common Areas is as follows:

(Section a. and Section b. Remain Unchanged)

c. **Attached Units**. The responsibility for maintenance, repair and replacement within the Lots for Attached Units shall be shared by the Association and the Unit Owners as follows:

(i) **By the Association**. The Association shall be responsible for maintaining, repairing and replacing the following items, and the cost of the maintenance thereof shall constitute Common Expenses:

(1) All landscaping, sprinkling systems, lawn and grass areas, fences, and also all water and wastewater lines up to the boundary of each Lot;

(2) The entire dwelling located within a Lot, including, without limitation, exterior walls, party walls, roofs and foundations; provided, however, that the Association shall not be responsible for maintaining that portion of the dwelling bounded by the unfinished interior surfaces of the perimeter walls, floors and ceilings (hereinafter referred to as "Living Space"). However, the Association shall only be responsible for the repair, routine maintenance, and cleaning of the roofs and not for the replacement of roofs; and

(3) The load-bearing walls within the Living Space except for the finished surfaces thereof.

(ii) **By the Unit Owner**. Each Attached Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Lot, including the permitted improvements, which is not to be maintained by the Association pursuant to subparagraph c.(i) of this Section, including but not limited to:

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(1) All exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a Common Expense. These surfaces shall be maintained in such manner as to preserve a uniform appearance among the Units in the Subdivision;

(2) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

(3) All built-in shelves, cabinets, counters, storage areas and closets;

(4) All mechanical, ventilating, heating and air conditioning equipment serving the individual Unit; any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

(5) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective Unit, and all electric lines between the Unit and its individual service panel or meter;

(6) All interior doors, non-load-bearing walls, partitions, and room dividers;

(7) All furniture, furnishings and personal property contained within the respective Unit;

(8) All other maintenance, repair or replacements involving a Lot as contemplated and authorized hereunder; ~~and~~

(9) Any and all drywall which serves to define the vertical and upper horizontal boundaries of the Unit; and

(10) Owners shall be responsible for the replacement of roofs of the attached unit.

(Remainder of Article VII Remains Unchanged)

****

Amendment No. 2: **Article VI, Section 12, Declaration of Covenants and Restrictions**

ARTICLE VI
COVENANT FOR ASSESSMENTS

(Section 1 through Section 11 Remain Unchanged, Except as Indicated Above)

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Section 12. Resale Capital Assessment. Each Owner covenants and agrees to pay to the Association a resale capital assessment due at the time of conveyance or other transfer of title of a Unit from an Owner to a subsequent Owner. The resale capital assessment shall be due at the time of closing of the conveyance of the Unit or transfer of title to the Unit and shall be considered delinquent if not remitted to the Association within ten (10) days from the date due. It shall be the obligation of the subsequent Owner of the Unit (the transferee of the deed or other acquirer of title) to pay the resale capital assessment to the Association and shall be secured by a lien on the Unit subject to all provisions in this Declaration regarding the collection of Assessments and foreclosure of Assessment liens. This resale capital assessment shall be effective for any transfer of title occurring on or after the date of recording of this amendment in the Public Records of Lee County, Florida. The Board may waive the resale capital assessment in situations involving inter-familial transfers for tax and estate planning reasons, including but not limited to, a Member's conveyance of a Unit to a trust. The resale capital assessment shall be in an amount of ~~$1,500.00~~ $3,000.00. This Section 12 shall apply to all transfers of title, except transfers where the Board has waived the fee for interfamilial transfers, and transfers or acquisitions of title (including through foreclosure or deed in lieu of foreclosure) by a first mortgagee that acquires its title as the result of holding a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor, or through foreclosure proceedings. However, any transferee from such parties must pay the resale capital assessment, as shall any party who acquires tittle at public auction or other than through direct foreclosure of a first mortgage or receipt of a deed in lieu of foreclosure of a mortgage held by that party.

****

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BECKER & POLIAKOFF
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WITNESSES:
(TWO)

Signature

Bralee Rolander
Printed Name

Tracy Minnith
Signature

TRACY MINNITH
Printed Name

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: Kurt Ely
Kurt Ely, President

Date: 1-16-2024

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16th day of January 2024 by Kurt Ely as President of Bonita Isles Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. He ☑ is personally known to me or ☐ has produced (type of identification) _____ as identification.

Stacy D. Weidner
Notary Public

Stacy D. Weidner
Printed Name

My commission expires: 9/6/2026

Notary Public State of Florida
Stacy D Weidner
My Commission HH 309420
Expires 9/6/2026

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Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2024000343374, DocType RES, Pages 4, Recorded 12/22/2024 at 5:16 AM, DeputyClerk MCOSSAIRT
Rec Fees: $35.50 ERECORD

Prepared by and returned to:

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

CERTIFICATE OF AMENDMENT

BYLAWS
OF
BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the Bylaws for Bonita Isles Homeowners' Association, Inc. were duly adopted at the Annual Members' Meeting of the Association on the 11th day of December 2024. Said amendments were approved by a proper percentage of voting interests of the Association membership. The Declaration of Covenants and Restrictions for Bonita Isles is recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants and Restrictions is further described at Instrument No. 2013000014601, of the Public Records of Lee County, Florida.

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

i. Amendment to the Declaration of Covenants and Restrictions recorded on December 22, 2015, at Instrument No. 2015000272747, of the Public Records of Lee County, Florida;

ii. Amendment to the Bylaws recorded on December 29, 2016, at Instrument No. 2016000273369, of the Public Records of Lee County, Florida;

iii. Amendment to the Declaration of Covenants and Restrictions, Articles of Incorporation, and Bylaws recorded on May 31, 2017, at Instrument No. 2017000118193, of the Public Records of Lee County, Florida;

iv. Amendment to the Declaration of Covenants and Restrictions recorded on August 27, 2018, at Instrument No. 2018000206008, of the Public Records of Lee County, Florida;

v. Amended and Restated Rules and Regulations recorded on December 12, 2018, at Instrument No. 2018000290243, of the Public Records of Lee County, Florida;

vi. Amended and Restated Rules and Regulations recorded on June 26, 2019, at Instrument No. 2019000150611, of the Public Records of Lee County, Florida;

vii. Amendment to the Declaration of Covenants and Restrictions recorded on December 23, 2021, at Instrument No. 2021000420722, of the Public Records of Lee County, Florida;

viii. Amendment to the Declaration of Covenants and Restrictions recorded on January 5, 2023, at Instrument No. 2023000005231, of the Public Records of Lee County, Florida; and

ix. Amendment to the Declaration of Covenants and Restrictions recorded on January 22, 2024, at Instrument No. 2024000018719, of the Public Records of Lee County, Florida.

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

Amendment: Article V, Bylaws

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

~~Section 1. **During Class "B" Control Period.** During the Class "B" Control Period, Minto (or any such party to which Minto has assigned such rights) shall appoint the members of the Board of Directors, who shall serve at the pleasure of Minto (or any such party to which Minto has assigned such rights). After the end of the Class "B" Control Period, Members shall be entitled to elect a majority of the members of the Board of Directors in accordance with this Article.~~

~~Section 2. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. After the end of the Class "B" Control Period, such nominations may be made from among Members.~~

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~~Section 3. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.~~

~~Section 4. **Use of Proxy.** For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.~~

Not less than sixty (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, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself or herself to be a candidate may do so no later than forty (40) days prior to the annual meeting and may also submit a resume by such deadline on one side of an 8 and 1/2" x 11" sheet of paper. Nominations from the floor shall not be accepted.

Not less than fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of annual meeting to all Members, along with an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy and any other documents in the Board's discretion.

The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election.

Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interests cast a ballot. The candidates who are elected shall take office upon the adjournment of the annual meeting. The use of secret balloting provided for in the Act shall be followed. The Board may require all ballots to be received by the Association at some point prior to the annual meeting so that the votes can be tallied prior to the annual meeting and the results announced at the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In the instance that no election is required, the Association shall only be required to send the Second Notice of Annual Meeting, a proxy and any other documents in the Board's discretion.

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TELEPHONE (239) 433-7707

WITNESSES:
(TWO)

Witness #1 Signature

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: _____
Kurt Ely, President
c/o Gulf Breeze Management Services of SW Florida, Inc.
8910 Terrene Court, #200
Bonita Springs, FL 34135

Date: 12-16-2024

(CORPORATE SEAL)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16 day of December 2024 by **Kurt Ely** as President of **Bonita Isles Homeowners' Association, Inc.**, a Florida Corporation, on behalf of the corporation. He is ☑ personally known to me or ☐ has produced (type of identification) _____ as identification.

ANNETTE HERNANDEZ
Notary Public - State of Florida
Commission # HH 193382
My Comm. Expires Feb 4, 2026
Bonded through National Notary Assn.

Notary Public

Annette Hernandez
Printed Name

My commission expires: 2/4/26

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

EXHIBIT "B"

ARTICLES OF INCORPORATION OF ASSOCIATION

August 24, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.
10150 HIGHLAND MANOR DR SUITE 200
TAMPA, FL 33610

The Articles of Incorporation for BONITA ISLES HOMEOWNERS' ASSOCIATION, INC. were filed on August 23, 2012, and assigned document number N12000008135. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H12000211880.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Jessica A Fason
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 512A00021757

P.O BOX 6327 - Tallahassee, Florida 32314

850-617-6381 8/24/2012 12:24:10 PM PAGE 1/003 Fax Server

State of Florida

Department of State

I certify from the records of this office that BONITA ISLES HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 23, 2012.

The document number of this corporation is N12000008135.

I further certify that said corporation has paid all fees due this office through December 31, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 512A00021757-082412-N12000008135-1/1, noted below.

Authentication Code: 512A00021757-082412-N12000008135-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fourth day of August, 2012

Ken Detzner
Secretary of State

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BONITA ISLES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on August 23, 2012, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H12000211880. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N12000008135.

Authentication Code: 512A00021757-082412-N12000008135-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fourth day of August, 2012

Ken Detzner
Secretary of State

ARTICLES OF INCORPORATION

OF

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a not-for-profit corporation under the laws of the State of Florida.

ARTICLE I
NAME AND PRINCIPAL OFFICE

The name of this corporation is BONITA ISLES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter called the "Association" in these Articles). The principal office and mailing address of the Association is 10150 Highland Manor Drive, Suite 200, Tampa, Florida 33610.

ARTICLE II
OFFICE AND REGISTERED AGENT

The Association's initial registered office is 500 E. Kennedy Boulevard, Suite 200 Tampa, Florida 33602. The Association's initial registered agent is Bricklemyer Smolker & Bolves, P.A. who maintains a business office at 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III
PURPOSE

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of common areas and residential lots and dwellings within the Association as provided for in the Declaration of Covenants and Restrictions for Bonita Isles as recorded in the public records of Lee County, Florida, and all other properties which may hereafter be made subject to the Declaration as defined below.

ARTICLE IV
POWERS

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in that certain Declaration of Covenants and Restrictions for Bonita Isles (hereinafter called The "Declaration") applicable to the Property and recorded or to be recorded in the Public Records of Lee County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Borrowing. Borrow money and, with the approval of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. With the approval of a two-thirds (2/3) vote of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility;

(g) Mergers. With the approval of a two-thirds (2/3) vote of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Areas and Limited Common Areas (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles,

or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(j) Enforcement. Enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(k) Litigation. Sue or be sued;

(l) Surface Water Management. Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and to contract for services for operation and maintenance of the surface water management system facilities;

(m) Other. Engage in all lawful acts permitted or authorized by law.

ARTICLE V
MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot (as defined in the Declaration) that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of a Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

ARTICLE VI
VOTING RIGHTS

The voting rights of members are as set forth in the Declaration. So long as there is Class B membership (as defined in the Declaration), whenever a provision herein calls for approval of the members it means approval of the aggregate voting rights of the members.

ARTICLE VII
BOARD OF DIRECTORS

This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members. Election of directors shall take place in accordance with the By-laws of the Association; cumulative voting for Directors is not permitted.

The initial members of the Board of Directors shall be as follows, and each member shall hold office until his or her successor has been duly elected and qualified:

Name	Address
William L. Bullock	10150 Highland Manor Drive, Suite 200 Tampa, Florida 33610-9712
Robert Stevens	10150 Highland Manor Drive, Suite 200 Tampa, Florida 33610-9712
Brian Cale	10150 Highland Manor Drive, Suite 200 Tampa, Florida 33610-9712

ARTICLE VIII
DURATION

This Association exists perpetually.

ARTICLE IX
DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the consent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets, together with the control or right of access to any property containing the surface water management system facilities, shall be conveyed or dedicated to an appropriate governmental unit or public utility to be used for purposes similar to those for which this Association was created. If any such conveyance or dedication is refused, such assets, together with the control or right of access to any property containing the surface water management system facilities shall be granted, conveyed, and assigned to a non-profit corporation or other organization similar to the Association and devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

ARTICLE X
BY-LAWS

This Association's By-Laws will initially be adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental

declaration the members may have authority to approve amendments to the By-laws; in those circumstances such provisions shall control the alteration, amendment or rescission of the By-laws.

ARTICLE XI
AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval of two-thirds (2/3) of the aggregate votes at a meeting of members at which a quorum is present. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the members may have authority to approve amendments to these Articles by a different percentage of the members; in those circumstances such provisions shall control the amendment to these Articles.

ARTICLE XII
FNMA/FHA/VA APPROVAL

As long as there is a Class B membership in the Association, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA) if required by FNMA, FAA or VA rules and regulations:

(a) Amendment of these Articles of incorporation; or

(b) Merger, consolidation and/or dissolution of the Association.

(c) Annexation of additional properties.

(d) Mortgaging of Common Areas.

ARTICLE XIII
INTERPRETATION

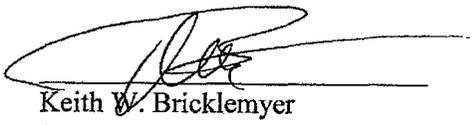
Express reference is made to the Declaration if necessary to interpret, construe, and clarify the provisions of these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results. In the event of a conflict, the order of priority for interpretation shall be the Declaration, these Articles, and the By-laws of the Association.

ARTICLE XIV
INCORPORATOR

The name and residence of the incorporator is:

Name:	Keith W. Bricklemyer, Esq.
Address:	500 East Kennedy Boulevard, Suite 200 Tampa, Florida 33602

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 23rd day of August, 2012.



Keith W. Bricklemyer
Incorporator

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office as indicated in its Articles of Incorporation has named Bricklemyer Smolker & Bolves, P.A., whose business office is 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.

BRICKLEMYER SMOLKER & BOLVES, P.A.,

By: _____
Keith W. Bricklemyer
President

Date: August 23, 2012

EXHIBIT "C"

BY-LAWS OF ASSOCIATION

BY-LAWS

OF

VILLAGES OF BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is VILLAGES OF BONITA ISLES HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 10150 Highland Manor Drive, Suite 200, Tampa, Florida 33610 or such other place as is designated by the Board of Directors, but meetings of the members of this Association and directors may be held at such places within Lee County, Florida, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The definitions of capitalized terms set forth in the Declaration of Covenants, Conditions and Restrictions for Villages of Bonita Isles (the "Declaration") are hereby incorporated by reference.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members of this Association (the "Members") shall be held within the first ninety (90) days of the calendar year subsequent to the year of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within the same calendar quarter of each succeeding year at the discretion of the Board of Directors. Member meetings will not be held on any day that is a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice shall also be posted in a conspicuous place 48 hours in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies entitled to cast, twenty percent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation or Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum in present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these By-Laws or for any matter that requires or permits a vote of the Members.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number and Qualification. During the Class "B" Control Period, as defined in the Declaration, the affairs of this Association shall be managed by a board of three (3) directors appointed by Minto Communities, LLC ("Minto") who shall serve at the pleasure of Minto (or any party to which Minto assigns such rights). Such directors need not be Association members. Thereafter the Board of Directors shall consist of either three (3) members or five (5) members as determined by the Members at each annual meeting. Such elected directors must be members of the Association. During the Class "B" Control Period, any person eighteen (18) years of age or older may be appointed to the Board of Directors.

Section 2. Term of Office. After termination of the Class "B" Control Period, the term of office for all directors shall be one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office as determined by Minto (or any such party to which Minto has assigned such rights) until the termination of the Class "B" Control Period. Thereafter, election of directors shall take place at each annual meeting.

Section 3. Removal and Vacancies. Except for members of the Board of Directors appointed by the Class B Member, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. During Class "B" Control Period. During the Class "B" Control Period, Minto (or any such party to which Minto has assigned such rights) shall appoint the members of the Board of Directors, who shall serve at the pleasure of Minto (or any such party to which Minto has assigned such rights). After the end of the Class "B" Control Period, Members shall be entitled to elect a majority of the members of the Board of Directors in accordance with this Article.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. After the end of the Class "B" Control Period, such nominations may be made from among Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Use of Proxy. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Meetings. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Property, Limited Common Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Property of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deemed necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through the Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) establish the annual Association Budget and fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual budget to every Owner within ten (10) days after written request for same;

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same; and

(d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Property to be maintained and perform all other maintenance functions as required by the Declaration; and

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Property, and to establish reserve accounts for replacement of those parts of the Common Property which have a limited useful life span.

(i) initiate or defend litigation on behalf of the Association

Section 3. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all Members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board of Directors meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board of Directors meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except

in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII
COMMITTEES

The Association shall appoint such committees as required by the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX
BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least 7 years.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Property, but not including the construction drawings of the individual Units and Lots.

(b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

(d) A copy of the Declaration and each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for at least seven (7) years. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The failure of the Association to

permit inspection of its accounting records by a Member or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3. All tax returns, financial statements, and financial reports of the Association.

4. Any other records that identify, measure, record, or communicate financial information.

ARTICLE X
ASSESSMENTS

Each Member is obligated to pay to the Association all assessments as provided for in the Declaration, which assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the rate of eighteen percent per annum (18%), and shall be subject to a late fee of Twenty-Five Dollars ($25.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XI
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Villages of Bonita Isles Homeowners' Association, Inc., and within the center the word "Florida" and the year of incorporation.

ARTICLE XII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members at which a quorum of Members is present, by a majority of the votes present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-

laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of April and end on the 31st day of March of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIV
FNMA/FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA) if required by FNMA, FAA or VA rules and regulations:

(a) Amendment of these Bylaws; or

(b) Merger, consolidation and/or dissolution of the Association.

(c) Annexation of additional properties.

(d) Mortgaging of Common Area.

ARTICLE XV
RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE

All Common Areas serving the Association shall be available to Members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the Common Areas may adopt reasonable rules and regulations pertaining to the use of such Common Areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

ARTICLE XVI
INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and

reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

Adopted pursuant to Organizational Minutes of the Association as of _____, 2012.

INSTR # 2013000014601, Doc Type SPLT, Pages 11, Recorded 01/18/2013 at 10:34
AM, Linda Doggett, Lee County Clerk of Circuit Court, Deputy Clerk WMILLER

J:\23090\DWG\SURVEYING\...LAT\23090P01.DWG - WED, 12-19-2012 - 1:30 PM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800, FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - www.barraco.net - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION - ENGINEERING 7995 - SURVEYING LB-6940

BONITA ISLES

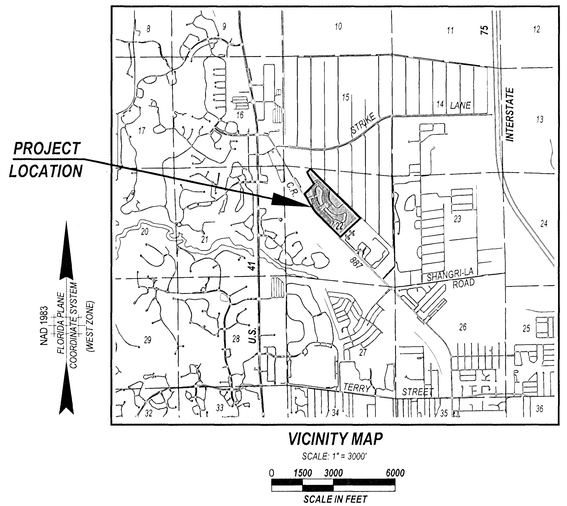
A SUBDIVISION LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER 2013000014601

DESCRIPTION

A tract or parcel of land lying in Section 22, Township 47 South, Range 25 East, City of Bonita Springs, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the most Westerly corner of the record plat of "The Villages of Bonita", recorded in Plat Book 59, at Page 1, Public Records of Lee County, Florida, said point also being on the Easterly Right of Way Line of County Road 887 (Old U.S. 41), run N45°31'52"W along said Easterly Right of Way Line for 1,612.26 feet to a point of curvature; thence continue Northwesterly along said Easterly Right of Way Line along an arc of a curve to the right of radius 1,010.00 feet (delta 14°32'17") (chord bearing N38°15'43"W) (chord 255.59 feet) for 256.27 feet to a point of tangency; thence continue along said Easterly Right of Way Line N30°59'35"W for 490.69 feet to an intersection with the Southerly line of Parcel "B" Right of Way as described in that certain Order of Taking recorded in Instrument Number 2007000182092, Public Records of Lee County, Florida; thence run N59°00'25"E along said Southerly line for 15.00 feet; thence run N30°59'35"W along the Easterly line of said Parcel "B" for 16.00 feet; thence run S59°00'25"W along the Northerly line of said Parcel "B" for 15.00 feet to an intersection with said Easterly Right of Way Line of County Road 887; thence run N30°59'35"W along said Easterly Right of Way Line for 88.00 feet to an intersection with the Southerly line of Parcel "A" Right of Way of said Order of Taking; thence run N59°00'25"E along said Southerly line for 15.00 feet; thence run N30°59'35"W along the Easterly line of said Parcel "A" for 15.00 feet; thence run S59°00'25"W along the Northerly line of said Parcel "A" for 15.00 feet to an intersection with said Easterly Right of Way Line of County Road 887; thence run N30°59'35"W along said Easterly Right of Way Line for 258.82 feet to an intersection with the Southeasterly line of lands described in deed recorded in Official Records Book 1903, Page 4709, Public Records of Lee County, Florida; thence run N44°32'06"E along the Southeasterly line of said lands for 670.73 feet; thence run N30°59'35"W along the Northeasterly line of said lands for 670.73 feet to an intersection with the Southeasterly line of lands described in deed recorded in Deed Book 321, Page 493, Public Records of Lee County, Florida; thence run N44°32'06"E along said Southeasterly line for 233.03 feet to an intersection with a Southwesterly line of "San Carlos Estates" recorded in Official Records Book 557, at Page 354, Public Records of Lee County, Florida; thence run S45°30'15"E along said Southwesterly line for 3,410.22 feet to the most Northerly corner of said record plat of "The Villages of Bonita"; thence run S46°52'31"W along the Northwesterly line of said record plat for 1,322.06 feet to the POINT OF BEGINNING.
Containing 84.86 acres, more or less.



VICINITY MAP
SCALE: 1" = 3000'
0 1500 3000 6000
SCALE IN FEET

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY THE CITY OF BONITA SPRINGS. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROAD, DRAINAGE, WATER AND SEWER FACILITIES.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEE COUNTY.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MINTO COMMUNITIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LAND HEREIN DESCRIBED HAS CAUSED THIS PLAT OF BONITA ISLES, LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, TO BE MADE, AND DOES HEREBY:

1) RESERVE UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS:
A) TRACTS "F-1" AND "F-2" FOR FUTURE DEVELOPMENT.

2) DEDICATE TO THE BONITA ISLES HOMEOWNERS ASSOCIATION, INC:
A) TRACT "A" FOR PRIVATE ROAD RIGHT OF WAY.
B) TRACTS "B-1" AND "B-2" FOR LAKE, LAKE MAINTENANCE EASEMENT AND DRAINAGE EASEMENT.
C) TRACTS "C-1" AND "C-2" FOR OPEN SPACE AND CONSERVATION EASEMENT.
D) TRACT "C-3" FOR OPEN SPACE AND CONSERVATION EASEMENT, SUBJECT TO A RESERVATION FOR TWO (2) 15' WIDE BONITA SPRINGS UTILITY (B.S.U.) EASEMENTS, PERPENDICULAR TO THE NORTHWEST BOUNDARY OF THIS TRACT, TO BE ESTABLISHED BY A SEPARATE DOCUMENT AT A LATER DATE.
E) TRACT "D" FOR OPEN SPACE, DRAINAGE EASEMENT AND UTILITY EASEMENT.
F) TRACT "E" FOR COMMON AREA, DRAINAGE EASEMENT AND UTILITY EASEMENT.
G) ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AND ALL DRAINAGE EASEMENTS (D.E.)

3) DEDICATE TO FEDERAL, STATE AND LOCAL GOVERNMENT AGENCIES AND DEPARTMENTS AND TO ALL PUBLIC UTILITIES AS DEFINED BY FLORIDA LAW AS MAY BE AMENDED FROM TIME TO TIME, WHETHER PRIVATELY OR GOVERNMENTALLY OWNED, FOR USE IN PERFORMING AND DISCHARGING OF THEIR RESPECTIVE OFFICIAL DUTIES AND OBLIGATIONS TO PROVIDE UTILITY AND OTHER GOVERNMENTAL SERVICES, INCLUDING INGRESS AND EGRESS BY POLICE, FIRE AND OTHER EMERGENCY SERVICES:

A) A NON EXCLUSIVE, PERPETUAL PUBLIC UTILITY EASEMENT OVER, UNDER AND ACROSS TRACT "A".

THE PUBLIC UTILITY EASEMENT DESCRIBED IN (A) ABOVE MAY ALSO BE USED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION (i) SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY AND (ii) SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, THE CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

4) BONITA SPRINGS UTILITIES, INC., AND ITS SUCCESSORS AND ASSIGNS, IS HEREBY GRANTED A PERPETUAL, NON-EXCLUSIVE UTILITY EASEMENT AND RIGHT-OF-WAY, UPON, OVER, ACROSS, AND BELOW THE SURFACE OF THE PUBLIC UTILITY EASEMENTS DESCRIBED AND/OR DEPICTED ON THIS PLAT FOR THE PURPOSES OF CONSTRUCTION, OPERATION, MAINTENANCE, IMPROVING OR REPLACING OF ONE OR MORE WATER, SEWER AND/OR UTILITY TRANSMISSION OR DISTRIBUTION LINES, AND ALL NORMAL APPURTENANCES THERETO.

IN WITNESS WHEREOF, WILLIAM BULLOCK, AS VICE PRESIDENT OF MINTO COMMUNITIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, HAS CAUSED THIS DEDICATION TO BE MADE AND SIGNED THIS 20th DAY OF Dec., 2012.

WITNESS: Eric Van Buskirk
PRINT NAME: ERIC Van BUSKIRK

MINTO COMMUNITIES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: Colleen M. Harris
PRINT NAME: Colleen M. Harris

BY: _____
WILLIAM BULLOCK
VICE PRESIDENT

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF BONITA ISLES, A SUBDIVISION LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, OF THE FLORIDA STATUTES.
I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.
DONE THIS 21st DAY OF Dec., 2012.

SCOTT A. WHEELER (FOR THE FIRM-LB 6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

BARRACO AND ASSOCIATES, INC.
2271 MCGREGOR BLVD., SUITE 100, FORT MYERS, FLORIDA 33901
FLORIDA CERTIFICATE OF AUTHORIZATION - LB-6940

CLERK'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF BONITA ISLES, A SUBDIVISION LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA WAS FILED FOR RECORD AT 10:34 A.M., THIS 18 DAY OF January, ~~2012~~ 2013 AND DULY RECORDED AS INSTRUMENT NUMBER 2013000014601, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

~~CHARLIE GREEN~~ Elsen Sanglorn D.C. for Linda Doggett
CLERK OF COURT
IN AND FOR LEE COUNTY

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF BONITA SPRINGS, LEE COUNTY, FLORIDA THIS 17 DAY OF Jan., 2013.

MAYOR
BEN L. NELSON, JR

CITY CLERK
DIANNE J. LYNN

JOSEPH FAERBER
ASSISTANT CITY ATTORNEY

REVIEW BY THE DESIGNATED CITY PSM ON BEHALF OF THE CITY OF BONITA SPRINGS DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF FLORIDA STATUTES, CHAPTER 177, PART I

JAY L. SWEET, PSM

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF December, 2012 A.D., BY WILLIAM BULLOCK, AS VICE PRESIDENT OF MINTO COMMUNITIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. HE [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA
Lucy Tantaine
NAME - PRINTED

EE 085222
COMMISSION #

July 16, 2015
MY COMMISSION EXPIRES

DOS / PLT

J:\23090\DWG\SURVEYING\...LAT\23090P02.DWG - WED, 12-19-2012 - 1:30 PM

BONITA ISLES

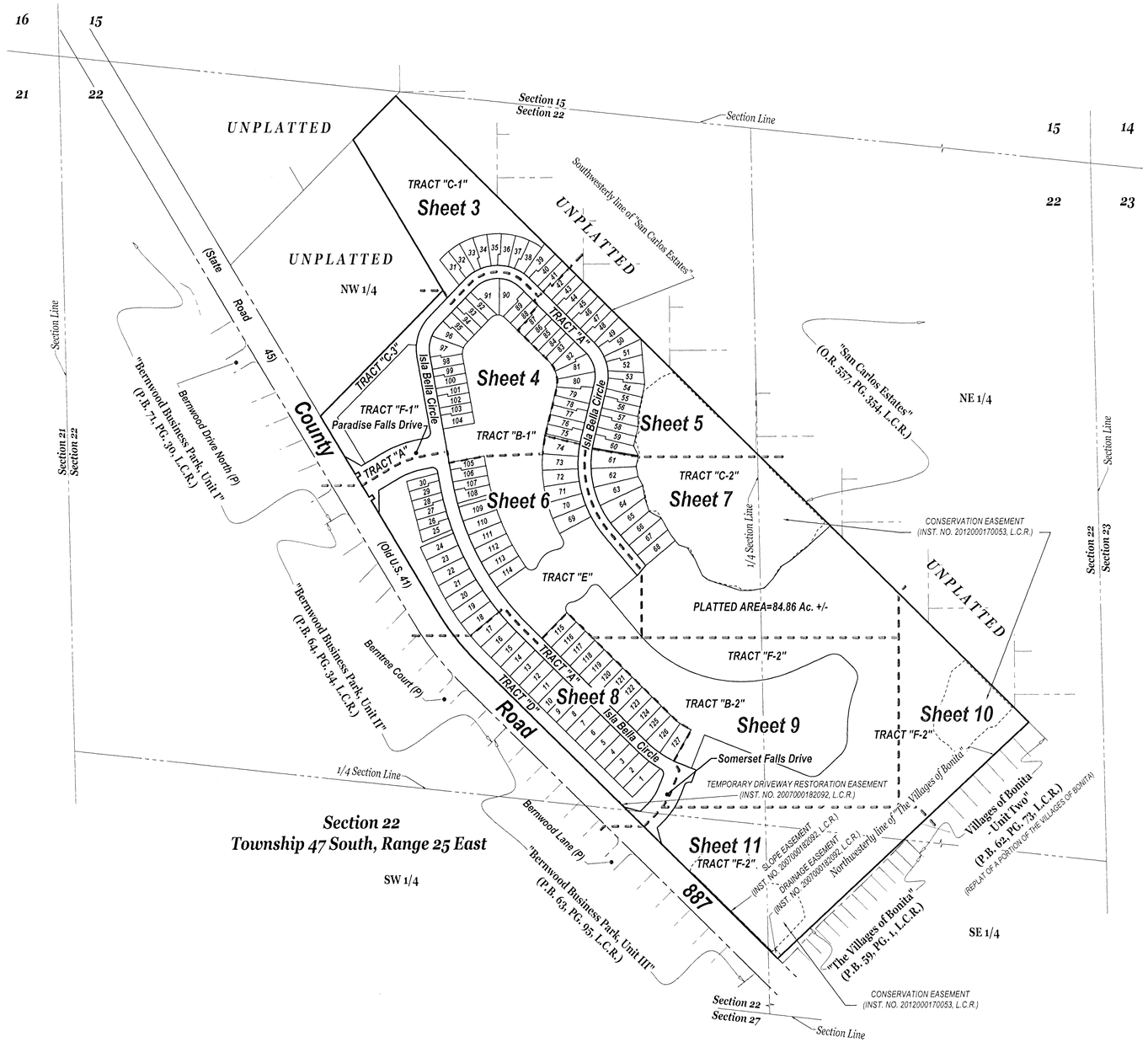
A SUBDIVISION LYING IN
SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER 2013000014601

SHEET 2 OF 11

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800, FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - www.barraco.net- FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION - ENGINEERING 7995 - SURVEYING LB 6940



NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS2007)) AND ARE BASED THE NORTHWESTERLY LINE OF OF THE RECORD PLAT OF "THE VILLAGES OF BONITA" RECORDED IN PLAT BOOK 59, PAGE 1, LEE COUNTY RECORDS. TO BEAR S 46°52'31" W.
3. ALL LINES ARE RADIAL UNLESS OTHERWISE INDICATED.
4. ⊕ = SET PERMANENT REFERENCE MONUMENT (P.R.M.), 4"x 4" x 24" LONG CONCRETE MONUMENT WITH ALUMINUM CAP, STAMPED "LB 6940 P.R.M.", UNLESS OTHERWISE NOTED.
5. ▲ = SET PERMANENT CONTROL POINT (P.C.P.) STAMPED LB 6940
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7. THERE IS A 30' SETBACK FOR ROOFED STRUCTURES FROM ANY PROPERTY LINE ABUTTING A PRESERVE AREA. THIS SETBACK DOES NOT APPLY TO POOLS.
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TRACT "C-1", "C-2" & "C-3"	- OPEN SPACE, CONSERVATION EASEMENT (C.E.)
TRACT "D"	- OPEN SPACE, DRAINAGE EASEMENT (D.E.) & UTILITY EASEMENT (U.E.)
TRACT "E"	- COMMON AREA, DRAINAGE EASEMENT (D.E.) & UTILITY EASEMENT (U.E.)
TRACT "F-1" & "F-2"	- FUTURE DEVELOPEMENT

DOS / PLT

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BONITA ISLES

A SUBDIVISION LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER 2013000014601

SHEET 3 OF 11

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco and Associates, Inc.
CIVIL ENGINEERING • LAND SURVEYING • LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800, FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 • www.barraco.net • FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION • ENGINEERING 7995 • SURVEYING LB-6940

FD. 3.5"x4" C.M. (POST) "X"
NORTHWEST COR. SEC. 22 (C.C.R.#65579)
N=742549.01(Y)
E=720313.59(X)
(SEC. COR. TO SEC. COR.)
S84°06'24"E 5341.90' (M)
FD. 3.5"x3.5" C.M. (W/NAIL)
0.06' S. & 0.53' W. OF PROP. COR.
Tract 625
N84°06'24"W 4026.11' (C)
Section 15
Section 22
Section Line
15
14
N=742000.57(Y)
E=725626.97(X)
NORTHEAST COR. SEC. 22 (C.C.R.#81755)
FD. 4"x4" C.M. (POST) 0.55' S. & 1.04' W. OF COR.
(USED TIES FROM REFERENCES IN C.C.R.)
(FOUND MONUMENT NOT IN HARMONY WITH TIES)
22
23
Section 22
Section 23
Section Line
(SEC. COR. TO 14 SEC. COR.)
S01°16'03"E 2671.13' (M)
FD. 3.5"x3.5" C.M.
EAST 1/4 COR. SEC. 22 (C.C.R.#81760)
N=739330.28(Y)
E=725697.89(X)
16
15
21
22
Section 21
Section 22
Section Line
(1/4 SEC. COR. TO SEC. COR.)
N01°16'52"W 2651.91' (M)
S44°32'06"E 233.03'
FD. 3"I.C.M. (RSVY)
0.7' W.
N=742367.80(Y)
E=721685.24(X)
Southeasterly line of D.B. 321, PG. 493, L.C.R.
UNPLATTED
N 44°32'06" E
(TO C.R. 887 R/W LINE)
S44°32'06"W 926.31' (C)
670.73' (C)
(TO R/W LINE)
Tract 648
60' (D)
EASEMENT FOR DRAINAGE, ROADS AND STREET
TO SAN CARLOS DRAINAGE DISTRICT
(O.R. 535, PG. 926, L.C.R.)
UNPLATTED
"San Carlos Estates"
(O.R. 557, PG. 354, L.C.R.)
Southwesterly line of "San Carlos Estates"
S 45°30'15" E
803.79'
Tract 649
N=739897.94(Y)
E=720374.16(X)
FD. 5/8" I.R. "AIM ENG"
WEST 1/4 COR. SEC. 22 (C.C.R.#61999)
N 30°59'35" W
Northeasterly Line of O.R. 1903, PG. 4709, L.C.R.
UNPLATTED
670.73'
(TRACT "C-1")
700.28'
NW 1/4
Section 22
Township 47 South, Range 25 East
TRACT "C-1"
200,123 S.F. (4.59 Ac.)
121.16' (P.R.M. TO P.R.M.)
341°22'
Tract 670
L=418.42'
CB=S84°37'13"W
10' D.E.
S35°07'07"W 16.91'
CD=384.45'
S44°07'25"W 14.66'
R=2996.00'
10' D.E.
Δ=8°00'59"
CD=55.28'
CB=S76°27'30"W
Δ=10°43'00"
L=55.36'
CD=56.40'
CB=S87°17'00"W
Δ=10°56'00"
L=56.48'
CD=55.28'
CB=N81°53'30"W
Δ=10°43'00"
L=55.36'
CD=56.40'
CB=N71°04'00"W
Δ=10°56'00"
L=56.48'
CD=55.28'
CB=N60°11'30"W
Δ=10°43'00"
L=55.36'
CD=51.42'
CB=S55°11'03"W
Δ=9°57'54"
L=51.48'
CD=56.40'
CB=S65°38'00"W
Δ=10°56'00"
L=56.48'
LOT 31
5,229 S.F.
LOT 32
5,546 S.F.
LOT 33
5,065 S.F.
LOT 34
5,703 S.F.
LOT 35
5,065 S.F.
LOT 36
5,703 S.F.
LOT 37
5,065 S.F.
LOT 38
5,703 S.F.
LOT 39
5,807 S.F.
LOT 40
5,458 S.F.
LOT 41
LOT 42
Bella Isla Circle
Sheet
4 of 11
See Sheet
5 of 11
See Line
Match
Line
TRACT "C-3"
TRACT "I"
264,100 S.F. (6.06 Ac.)
LOT 89
LOT 90
LOT 91
LOT 92
10' P.U.E.
15' D.E.
30' R/W
(INSRS2007)
NAD 1983
FLORIDA STATE PLANE
COORDINATE SYSTEM
(WEST ZONE)
0 20 40 80
SCALE IN FEET
1"=40'

NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS2007)) AND ARE BASED THE NORTHWESTERLY LINE OF THE RECORD PLAT OF "THE VILLAGES OF BONITA" RECORDED IN PLAT BOOK 59, PAGE 1, LEE COUNTY RECORDS, TO BEAR S 45°52'31" W.
3. ALL LINES ARE RADIAL UNLESS OTHERWISE INDICATED.
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TRACT "F-1" & "F-2"	- FUTURE DEVELOPEMENT

DOS / PLT

J:\23090\DWG\SURVEYING\...LAT\23090P04.DWG - WED, 12-19-2012 - 1:31 PM

THIS INSTRUMENT PREPARED BY:
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BONITA ISLES

A SUBDIVISION LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

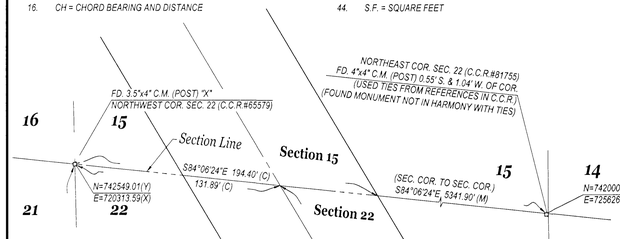
INSTRUMENT NUMBER 201300001460l

NOTES

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(NSRS2007) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)

0 20 40 80
SCALE IN FEET
1"=40'



Plat affidavit Instr#2013000027950,dimension of 44.60' on Lot 104 should be 52.6'

TRACT USAGE:

TRACT "A"	- PRIVATE ROAD RIGHT-OF-WAY, DRAINAGE EASEMENT (D.E.) & PUBLIC UTILITY EASEMENT (P.U.E.)
TRACT "B-1" & "B-2"	- LAKE, LAKE MAINTENANCE EASEMENT (L.M.E.) & DRAINAGE EASEMENT (D.E.)
TRACT "C-1", "C-2" & "C-3"	- OPEN SPACE, CONSERVATION EASEMENT (C.E.)
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TRACT "F-1" & "F-2"	- FUTURE DEVELOPEMENT

DOS / PLT

J:\23090\DWG\SURVEYING\PLAT\23090P05.DWG - FRI. 12-21-2012 - 2:00 PM
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

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BONITA ISLES

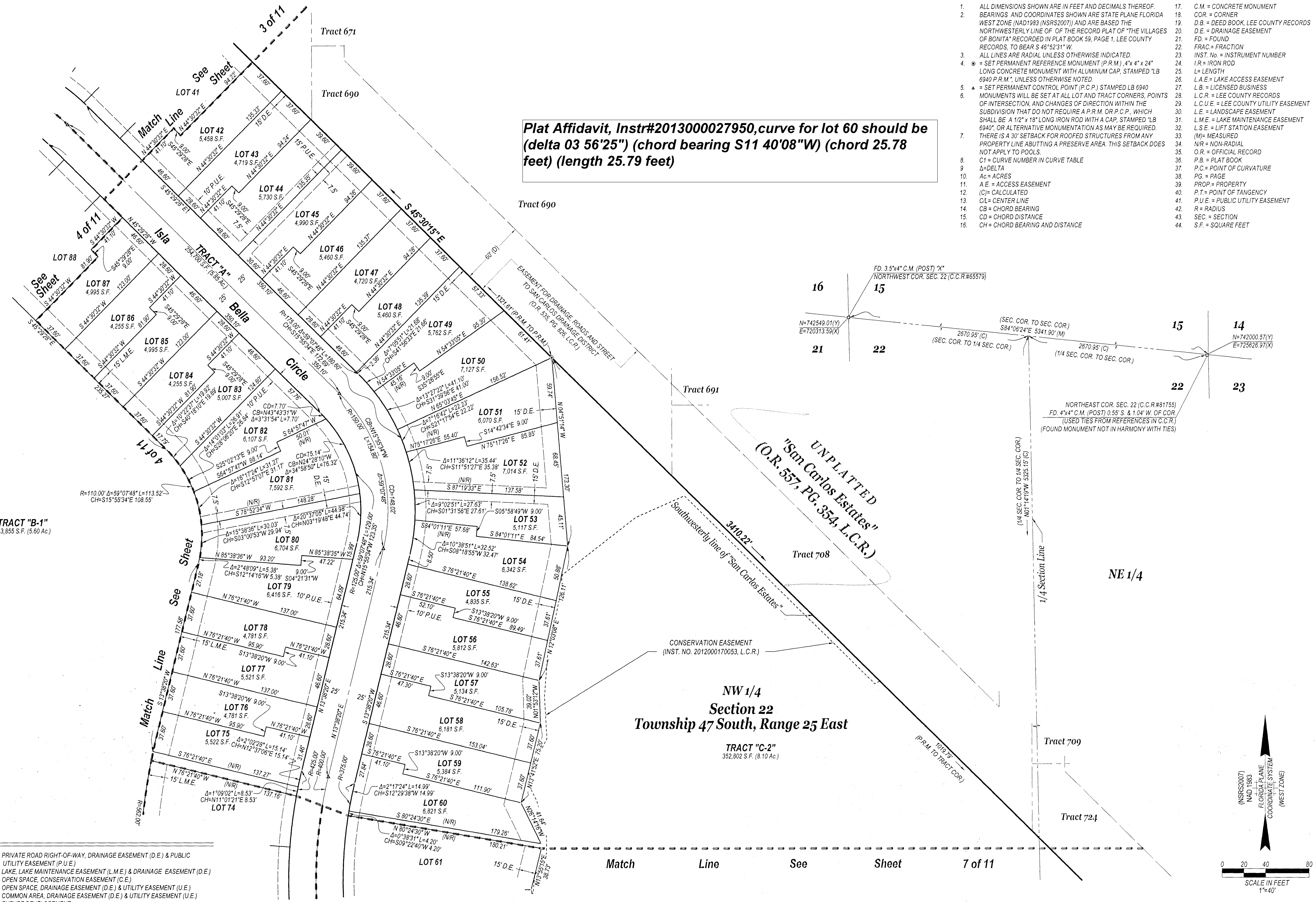
A SUBDIVISION LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER 2013000014601

Plat Affidavit, Instr#2013000027950,curve for lot 60 should be (delta 03 56'25") (chord bearing S11 40'08"W) (chord 25.78 feet) (length 25.79 feet)

NOTES

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DOS / PLT

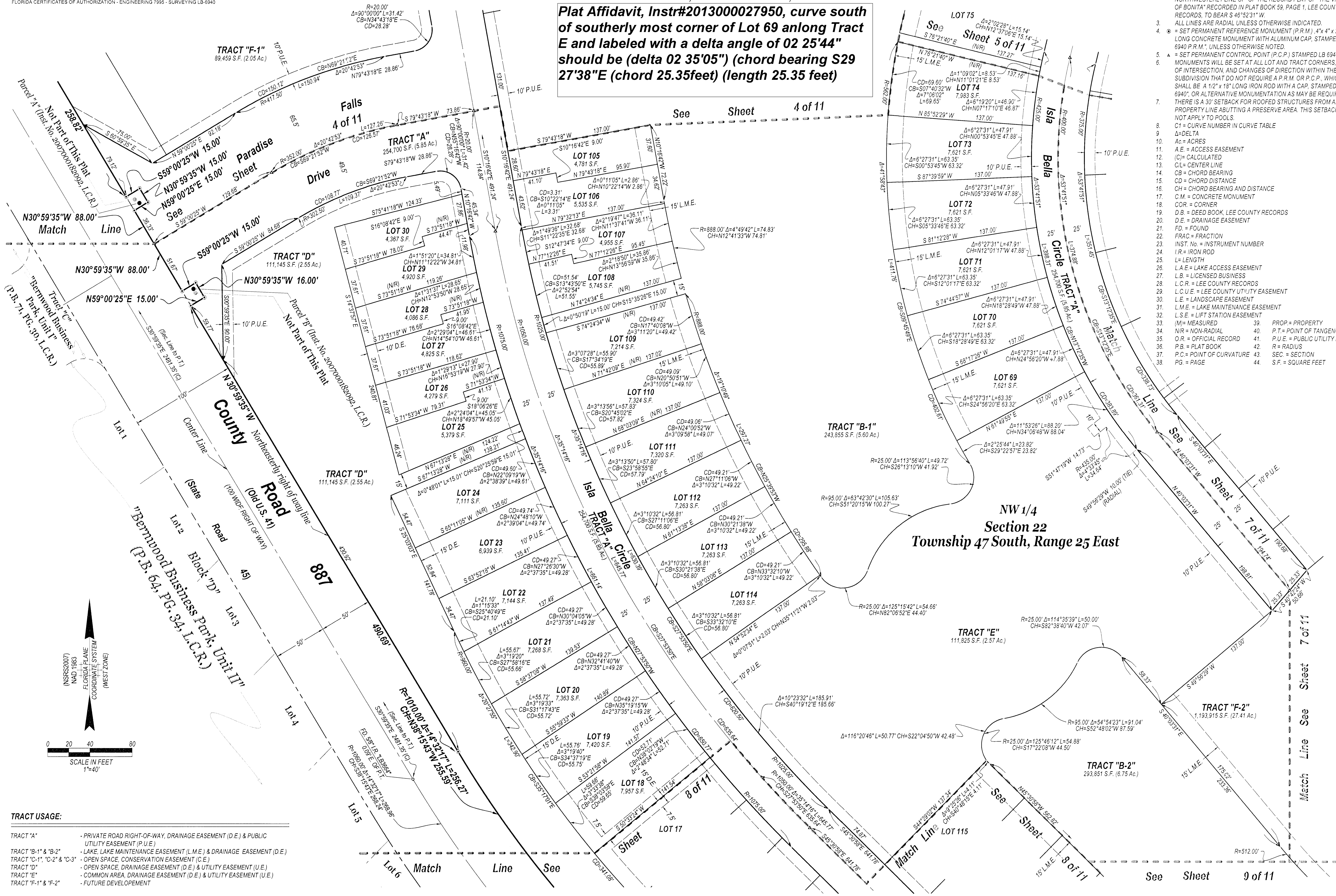
J:\23090\DWG\SURVEYING\PLAT\23090P06.DWG - WED. 12-19-2012 - 1:32 PM
THIS INSTRUMENT PREPARED BY:
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BONITA ISLES

A SUBDIVISION LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER 2013000014601



NOTES — SHEET 6 OF 11

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TRACT "F-1" & "F-2"	- FUTURE DEVELOPEMENT

DOS / PLT

J:\23090\DWG\SURVEYING\PLAT\23090P07.DWG - FRI. 12-21-2012 - 2:01 PM
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800, FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - www.barraco.net - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION - ENGINEERING 7995 - SURVEYING LB-6940

BONITA ISLES

A SUBDIVISION LYING IN
SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

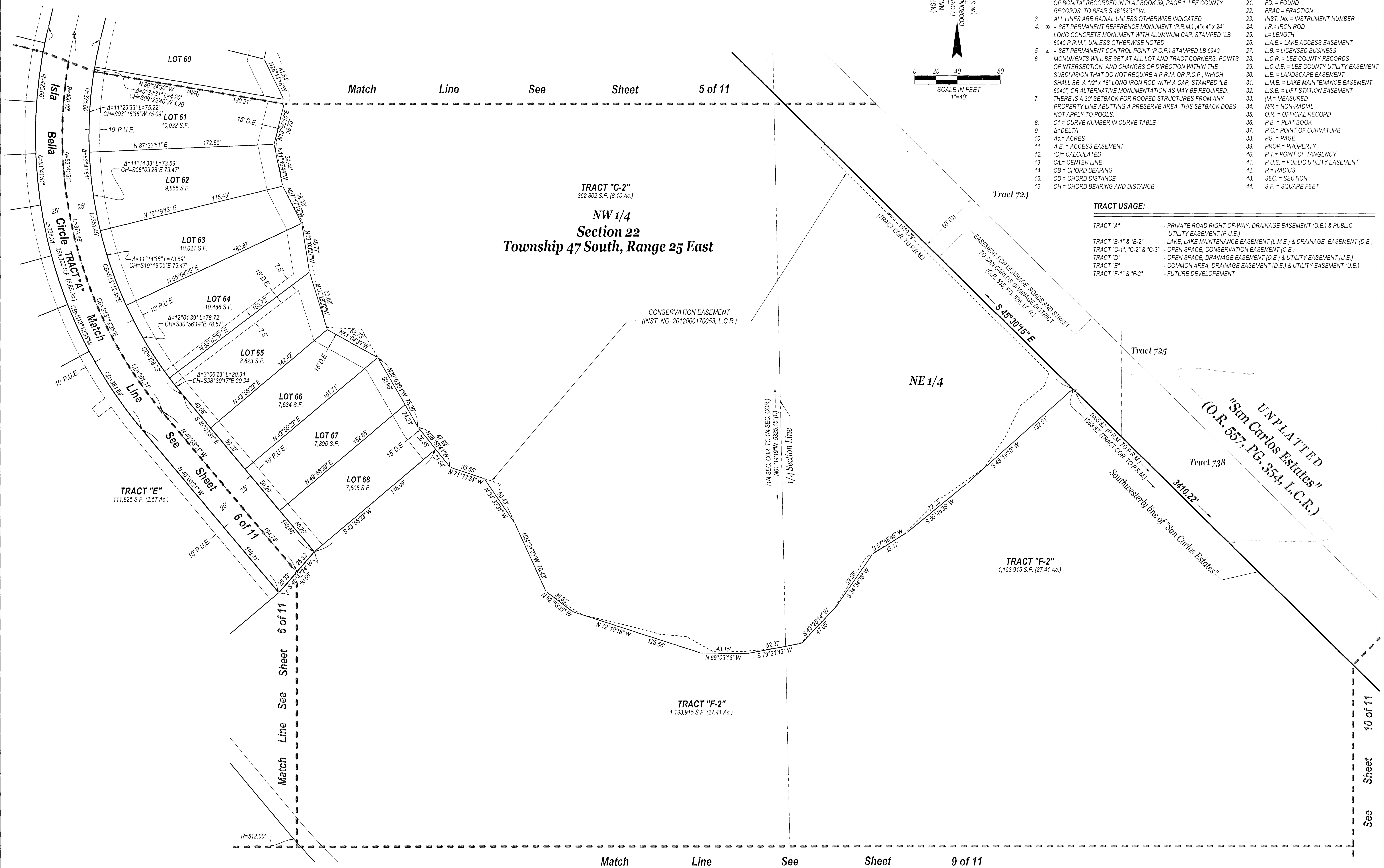
INSTRUMENT NUMBER 2013000014601

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BONITA ISLES

A SUBDIVISION LYING IN SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER 2013000014601

SHEET 8 OF 11

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DOS / PLT

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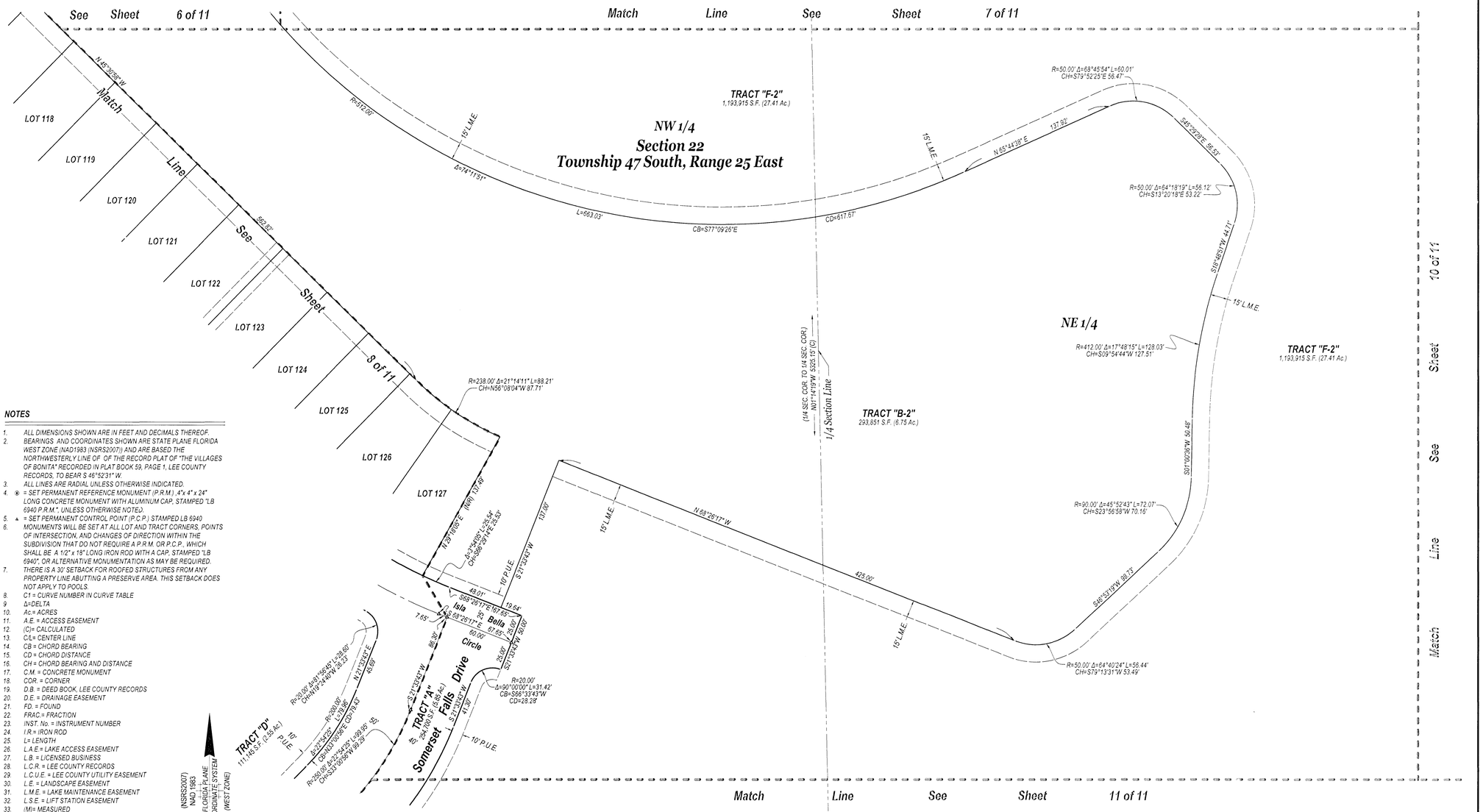
BONITA ISLES

A SUBDIVISION LYING IN
SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER 201300014601

SHEET 9 OF 11

THIS INSTRUMENT PREPARED BY:
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DOS / PLT

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BONITA ISLES

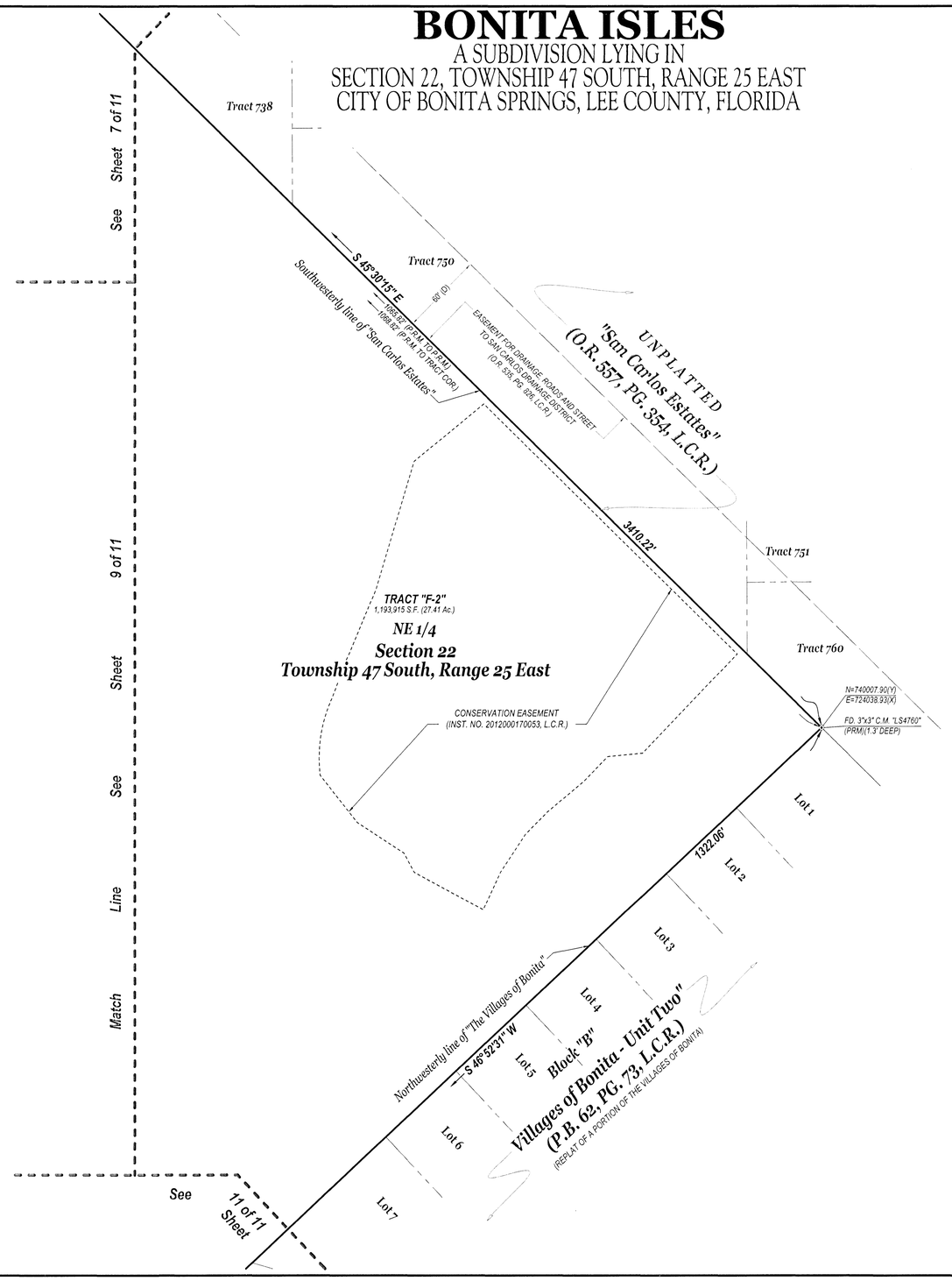
A SUBDIVISION LYING IN
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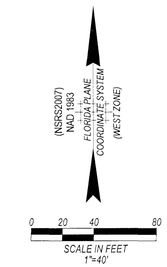
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SHEET 10 OF 11

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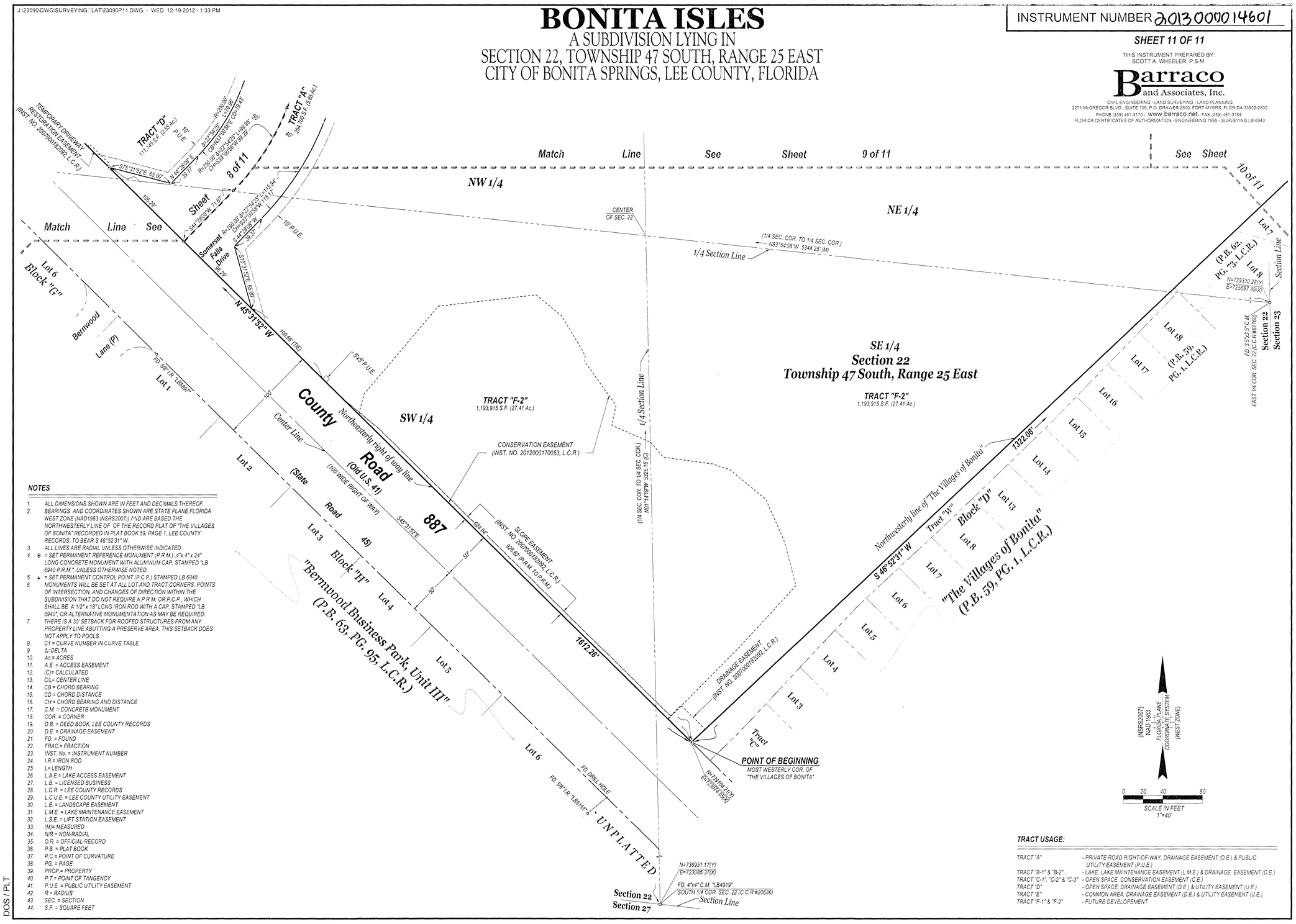
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DOS / PLT

Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2025000152423, DocType AFF, Pages 2, Recorded 6/4/2025 at 2:59 PM, DeputyClerk SRUSCH
Rec Fees: $18.50 ERECORD

Prepared by and returned to:

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

AFFIDAVIT OF DESIGNATION OF COMMON AREA PROPERTY

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BEFORE ME, the undersigned authority, Kurt Ely, being first sworn, deposes and states as follows:

1. I am the President of Bonita Isles Homeowners' Association, Inc. ("Association").

2. The Association is subject to the Declaration of Covenants and Restrictions for Bonita Isles, recorded at Instrument No. 2013000008532, of the Public Records of Lee County, Florida, as amended ("Declaration").

3. By virtue of the Quit Claim Deed, recorded at Instrument No. 2018000109682, Public Records of Lee County, Florida, the Association is the owner of the real property ("Tract F-1") more particularly described as:

> Tracts "A"; "B-1"; "C-1"; "D"; "E"; "F-1"; Tract "C-3", subject to a preservation for two (2) 15'-wide Bonita Springs Utility Easements to be established by a separate document at a later date; and all Lake Maintenance Easements ("L.M.E") and Drainage Easements ("D.E"), all according to the Plat of Bonita Isles, as recorded in Instrument No. 2013000014601, of the Public Records of Lee County, Florida.
>
> TOGETHER WITH:
>
> Tracts "A"; "C"; "D-1"; "D-2"; and all Drainage Easements ("D.E.") and Irrigation Easements ("I.E."), all according to the Plat of Bonita Isles, Phase 2, as recorded in Instrument No. 2013000263107, of the Public Records of Lee County, Florida.
>
> Parcel ID Number: 22-47-25-B1-0330F.0010

4. Tract F-1 was transferred to the Association for the exclusive use and benefit of owners within the Bonita Isles community and shall be treated as a common area or element under the Declaration.

5. It is the intention of this Affidavit that Tract F-1 be designated by Lee County as a "common element," as defined in Section 193.0235, Florida Statutes, and be treated as such for the purposes of all ad valorem and non-ad valorem taxes and other assessments imposed by the County, or other applicable municipality, special district, or water management district.

WITNESSES:
(TWO)

Witness #1 Signature
Tatum Relaneler
Witness #1 Printed Name

19580 Highland Oaks Dr.
#205 Estero, FL 33928
Witness #1 Address

Witness #2 Signature
Rachel Eisenberg
Witness #2 Printed Name

17138 Ravens Roost Apt 4
fort myers, FL 33908
Witness #2 Address

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: Kurt Ely
Kurt Ely, President
c/o Gulf Breeze Management Services of SW of SW Florida, Inc.
8910 Terrene Court, #200
Bonita Springs, FL 34135

Date: 5-22-2025

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 22nd day of May 2025, by **Kurt Ely** as President of **Bonita Isles Homeowners' Association, Inc.**, a Florida Corporation, on behalf of the corporation. He is ☑ personally known to me or ☐ has produced (type of identification) _____ as identification.

Notary Public State of Florida
Stacy D Weidner
My Commission HH 309420
Expires 9/6/2026

Stacy D. Weidner
Notary Public

Stacy D. Weidner
Printed Name

My commission expires: 9/6/2026

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

REPLACEMENT COST	ESTIMATED USEFUL LIFE (YEARS)	**REMAINING LIFE AS OF 12/31/2025**			2025	**2026**
			Beginning Balance			$517,722
			Annual Contribution			$69,972
$16,000	10	1	Expeditures	Clubhouse A/C		$16,640
$11,200	12	2		Clubhouse Flooring		$0
$8,100	12	2		Gym Flooring		$0
$16,000	20	8		Clubhouse General		$0
$15,750	12	4		Entrance Signage		$0
$30,000	10	9		Fitness Equip		$0
$36,750	10	2		Gate Motors		$0
$54,000	20	13		Lake Aerators & Pumps (2)		$0
$11,500	7	4		Clubhouse Painting		$0
$294,350	20	10		Asphaltic Resurface		$0
$160,160	40	30		Concrete Sidewalk		$0
$133,224	20	12		Paving/Road Stripe		$0
$31,200	5	4		Sealcoating		$0
$75,000	12	2		Pool Resurface		$0
$20,000	15	2		Pool Equipment		$0
$40,000	15	11		Pool Furniture		$0
$38,500	40	28		Pool Perimeter Fence		$0
$37,500	25	13		Clubhouse Roof		$0
$10,500	10	3		Tennis Ct Resurface		$0
$15,000	8	1		Waterfall #1 North		$15,600
$15,000	8	5		Waterfall #2 South		$0
$5,400	8	2		Awning Replace		$0
$12,000	16	10		Cabana Replace		$0
$15,000	8	8		Pool heaters		$0
$15,750	15	12		LED Landscape Lights		$0
$14,700	12	9		Security Cameras		$0
$25,500	30	23		Entry & Exit Gates		$0
$71,000	40	34		Communal mailboxes		$0
$78,000	5	3		Hoover Pump		$0
$20,000	30	27		Irrigation System		$0
$21,000	18	5		Playground Equip		$0
$10,500	20	6		Signage		$0
				Total Expenditures		**$32,240**
			Interest Earned			$10,409
			Ending Balance		$ 517,722	$565,863

Inflation = 4.00%
Interest = 2.00%
Annual Increase = 0.00%

		2027	2028	2029	2030	2031
Beginning Balance		$565,863	$478,636	$459,330	$470,810	$507,099
Annual Contribution		$69,972	$69,972	$69,972	$69,972	$69,972
Expeditures	Clubhouse A/C	$0	$0	$0	$0	$0
	Clubhouse Flooring	$12,114	$0	$0	$0	$0
	Gym Flooring	$8,761	$0	$0	$0	$0
	Clubhouse General	$0	$0	$0	$0	$0
	Entrance Signage	$0	$0	$18,425	$0	$0
	Fitness Equip	$0	$0	$0	$0	$0
	Gate Motors	$39,749		$0	$0	$0
	Lake Aerators & Pumps	$0	$0	$0	$0	$0
	Clubhouse Painting	$0	$0	$13,453	$0	$0
	Asphaltic Resurface	$0	$0	$0	$0	$0
	Concrete Sidewalk	$0	$0	$0	$0	$0
	Paving/Road Stripe	$0	$0	$0	$0	$0
	Sealcoating	$0	$0	$36,500	$0	$0
	Pool Resurface	$81,120	$0	$0	$0	$0
	Pool Equipment	$21,632	$0	$0	$0	$0
	Pool Furniture	$0	$0	$0	$0	$0
	Pool Perimeter Fence	$0	$0	$0	$0	$0
	Clubhouse Roof	$0	$0	$0	$0	$0
	Tennis Ct Resurface	$0	$11,811	$0	$0	$0
	Waterfall #1 North	$0	$0	$0	$0	$0
	Waterfall #2 South	$0	$0	$0	$18,250	$0
	Awning Replace	$5,841	$0	$0	$0	$0
	Cabana Replace	$0	$0	$0	$0	$0
	Pool heaters	$0	$0	$0	$0	$0
	LED Landscape Lights	$0	$0	$0	$0	$0
	Security Cameras	$0	$0	$0	$0	$0
	Entry & Exit Gates	$0	$0	$0	$0	$0
	Communal mailboxes	$0	$0	$0	$0	$0
	Hoover Pump	$0	$87,739	$0	$0	$0
	Irrigation System	$0	$0	$0	$0	$0
	Playground Equip	$0	$0	$0	$25,550	$0
	Signage	$0	$0	$0	$0	$13,286
	Total Expenditures	**$169,216**	**$99,550**	**$68,378**	**$43,800**	**$13,286**
Interest Earned		$12,017	$10,272	$9,886	$10,116	$10,842
Ending Balance		$478,636	$459,330	$470,810	$507,099	$574,626

		2032	2033	2034	2035	2036
Beginning Balance		$574,626	$656,791	$591,424	$544,545	$164,642
Annual Contribution		$69,972	$69,972	$69,972	$69,972	$69,972
Expeditures	Clubhouse A/C	$0	$0	$0	$0	$24,631
	Clubhouse Flooring	$0	$0	$0	$0	$0
	Gym Flooring	$0	$0	$0	$0	$0
	Clubhouse General	$0	$21,897	$0	$0	$0
	Entrance Signage	$0	$0	$0	$0	$0
	Fitness Equip	$0	$0	$42,699	$0	$0
	Gate Motors	$0	$0	$0	$0	$0
	Lake Aerators & Pumps	$0	$0	$0	$0	$0
	Clubhouse Painting	$0	$0	$0	$0	$17,704
	Asphaltic Resurface	$0	$0	$0	$435,710	$0
	Concrete Sidewalk	$0	$0	$0	$0	$0
	Paving/Road Stripe	$0	$0	$0	$0	$0
	Sealcoating	$0	$0	$44,407	$0	$0
	Pool Resurface	$0	$0	$0	$0	$0
	Pool Equipment	$0	$0	$0	$0	$0
	Pool Furniture	$0	$0	$0	$0	$61,578
	Pool Perimeter Fence	$0	$0	$0	$0	$0
	Clubhouse Roof	$0	$0	$0	$0	$0
	Tennis Ct Resurface	$0	$0	$0	$0	$0
	Waterfall #1 North	$0	$0	$21,350	$0	$0
	Waterfall #2 South	$0	$0	$0	$0	$0
	Awning Replace	$0	$0	$0	$7,993	$0
	Cabana Replace	$0	$0	$0	$17,763	$0
	Pool heaters	$0	$20,529	$0	$0	$0
	LED Landscape Lights	$0	$0	$0	$0	$0
	Security Cameras	$0	$0	$20,923	$0	$0
	Entry & Exit Gates	$0	$0	$0	$0	$0
	Communal mailboxes	$0	$0	$0	$0	$0
	Hoover Pump	$0	$106,748	$0	$0	$0
	Irrigation System	$0	$0	$0	$0	$0
	Playground Equip	$0	$0	$0	$0	$0
	Signage	$0	$0	$0	$0	$0
	Total Expenditures	**$0**	**$149,174**	**$129,379**	**$461,466**	**$103,913**
Interest Earned		$12,192	$13,836	$12,528	$11,591	$3,993
Ending Balance		$656,791	$591,424	$544,545	$164,642	$134,693

		2037	2038	2039	2040	2041
Beginning Balance		$134,693	($89,291)	($345,095)	($498,650)	($437,952)
Annual Contribution		$69,972	$69,972	$69,972	$69,972	$69,972
Expeditures	Clubhouse A/C	$0	$0	$0	$0	$0
	Clubhouse Flooring	$0	$0	$19,395	$0	$0
	Gym Flooring	$0	$0	$14,027	$0	$0
	Clubhouse General	$0	$0	$0	$0	$0
	Entrance Signage	$0	$0	$0	$0	$29,499
	Fitness Equip	$0	$0	$0	$0	$0
	Gate Motors	$58,838	$0	$0	$0	$0
	Lake Aerators & Pumps	$0	$89,914	$0	$0	$0
	Clubhouse Painting	$0	$0	$0	$0	$0
	Asphaltic Resurface	$0	$0	$0	$0	$0
	Concrete Sidewalk	$0	$0	$0	$0	$0
	Paving/Road Stripe	$213,296	$0	$0	$0	$0
	Sealcoating	$0	$0	$54,028	$0	$0
	Pool Resurface	$0	$0	$129,876	$0	$0
	Pool Equipment	$0	$0	$0	$0	$0
	Pool Furniture	$0	$0	$0	$0	$0
	Pool Perimeter Fence	$0	$0	$0	$0	$0
	Clubhouse Roof	$0	$62,440	$0	$0	$0
	Tennis Ct Resurface	$0	$17,483	$0	$0	$0
	Waterfall #1 North	$0	$0	$0	$0	$0
	Waterfall #2 South	$0	$24,976	$0	$0	$0
	Awning Replace	$0	$0	$0	$0	$0
	Cabana Replace	$0	$0	$0	$0	$0
	Pool heaters	$0	$0	$0	$0	$28,095
	LED Landscape Lights	$25,216	$0	$0	$0	$0
	Security Cameras	$0	$0	$0	$0	$0
	Entry & Exit Gates	$0	$0	$0	$0	$0
	Communal mailboxes	$0	$0	$0	$0	$0
	Hoover Pump	$0	$129,876	$0	$0	$0
	Irrigation System	$0	$0	$0	$0	$0
	Playground Equip	$0	$0	$0	$0	$0
	Signage	$0	$0	$0	$0	$0
	Total Expenditures	**$297,350**	**$324,689**	**$217,325**	**$0**	**$57,594**
Interest Earned		$3,394	($1,086)	($6,202)	($9,273)	($8,059)
Ending Balance		($89,291)	($345,095)	($498,650)	($437,952)	($433,633)

		2042	2043	2044	2045	2046
Beginning Balance		($433,633)	($439,811)	($570,185)	($639,856)	($581,982)
Annual Contribution		$69,972	$69,972	$69,972	$69,972	$69,972
Expeditures	Clubhouse A/C	$0	$0	$0	$0	$36,460
	Clubhouse Flooring	$0	$0	$0	$0	$0
	Gym Flooring	$0	$0	$0	$0	$0
	Clubhouse General	$0	$0	$0	$0	$0
	Entrance Signage	$0	$0	$0	$0	$0
	Fitness Equip	$0	$0	$63,205	$0	$0
	Gate Motors	$0	$0	$0	$0	$0
	Lake Aerators & Pumps	$0	$0	$0	$0	$0
	Clubhouse Painting	$0	$23,297	$0	$0	$0
	Asphaltic Resurface	$0	$0	$0	$0	$0
	Concrete Sidewalk	$0	$0	$0	$0	$0
	Paving/Road Stripe	$0	$0	$0	$0	$0
	Sealcoating	$0	$0	$65,734	$0	$0
	Pool Resurface	$0	$0	$0	$0	$0
	Pool Equipment	$38,958	$0	$0	$0	$0
	Pool Furniture	$0	$0	$0	$0	$0
	Pool Perimeter Fence	$0	$0	$0	$0	$0
	Clubhouse Roof	$0	$0	$0	$0	$0
	Tennis Ct Resurface	$0	$0	$0	$0	$0
	Waterfall #1 North	$29,219	$0	$0	$0	$0
	Waterfall #2 South	$0	$0	$0	$0	$34,182
	Awning Replace	$0	$10,939	$0	$0	$0
	Cabana Replace	$0	$0	$0	$0	$0
	Pool heaters	$0	$0	$0	$0	$0
	LED Landscape Lights	$0	$0	$0	$0	$0
	Security Cameras	$0	$0	$0	$0	$33,498
	Entry & Exit Gates	$0	$0	$0	$0	$0
	Communal mailboxes	$0	$0	$0	$0	$0
	Hoover Pump	$0	$158,014	$0	$0	$0
	Irrigation System	$0	$0	$0	$0	$0
	Playground Equip	$0	$0	$0	$0	$0
	Signage	$0	$0	$0	$0	$0
	Total Expenditures	**$68,177**	**$192,250**	**$128,939**	**$0**	**$104,140**
Interest Earned		($7,973)	($8,096)	($10,704)	($12,097)	($10,940)
Ending Balance		($439,811)	($570,185)	($639,856)	($581,982)	($627,089)

		2047	2048	2049	2050	2051
Beginning Balance		($627,089)	($656,054)	($931,240)	($997,618)	($1,017,543)
Annual Contribution		$69,972	$69,972	$69,972	$69,972	$69,972
Expeditures	Clubhouse A/C	$0	$0	$0	$0	$0
	Clubhouse Flooring	$0	$0	$0	$0	$31,052
	Gym Flooring	$0	$0	$0	$0	$22,457
	Clubhouse General	$0	$0	$0	$0	$0
	Entrance Signage	$0	$0	$0	$0	$0
	Fitness Equip	$0	$0	$0	$0	$0
	Gate Motors	$87,095	$0	$0	$0	$0
	Lake Aerators & Pumps	$0	$0	$0	$0	$0
	Clubhouse Painting	$0	$0	$0	$30,657	$0
	Asphaltic Resurface	$0	$0	$0	$0	$0
	Concrete Sidewalk	$0	$0	$0	$0	$0
	Paving/Road Stripe	$0	$0	$0	$0	$0
	Sealcoating	$0	$0	$79,975	$0	$0
	Pool Resurface	$0	$0	$0	$0	$207,935
	Pool Equipment	$0	$0	$0	$0	$0
	Pool Furniture	$0	$0	$0	$0	$110,899
	Pool Perimeter Fence	$0	$0	$0	$0	$0
	Clubhouse Roof	$0	$0	$0	$0	$0
	Tennis Ct Resurface	$0	$25,880	$0	$0	$0
	Waterfall #1 North	$0	$0	$0	$39,988	$0
	Waterfall #2 South	$0	$0	$0	$0	$0
	Awning Replace	$0	$0	$0	$0	$14,971
	Cabana Replace	$0	$0	$0	$0	$33,270
	Pool heaters	$0	$0	$38,450	$0	$0
	LED Landscape Lights	$0	$0	$0	$0	$0
	Security Cameras	$0	$0	$0	$0	$0
	Entry & Exit Gates	$0	$62,850	$0	$0	$0
	Communal mailboxes	$0	$0	$0	$0	$0
	Hoover Pump	$0	$192,248	$0	$0	$0
	Irrigation System	$0	$0	$0	$0	$0
	Playground Equip	$0	$51,759	$0	$0	$0
	Signage	$0	$0	$0	$0	$29,111
	Total Expenditures	**$87,095**	**$332,737**	**$118,425**	**$70,645**	**$449,695**
Interest Earned		($11,842)	($12,421)	($17,925)	($19,253)	($19,651)
Ending Balance		($656,054)	($931,240)	($997,618)	($1,017,543)	($1,416,917)

		2052	2053	2054	2055	2056
Beginning Balance		($1,416,917)	($1,477,664)	($1,881,103)	($2,085,695)	($3,530,893)
Annual Contribution		$69,972	$69,972	$69,972	$69,972	$69,972
Expeditures	Clubhouse A/C	$0	$0	$0	$0	$53,970
	Clubhouse Flooring	$0	$0	$0	$0	$0
	Gym Flooring	$0	$0	$0	$0	$0
	Clubhouse General	$0	$47,979	$0	$0	$0
	Entrance Signage	$0	$47,230	$0	$0	$0
	Fitness Equip	$0	$0	$93,560	$0	$0
	Gate Motors	$0	$0	$0	$0	$0
	Lake Aerators & Pumps	$0	$0	$0	$0	$0
	Clubhouse Painting	$0	$0	$0	$0	$0
	Asphaltic Resurface	$0	$0	$0	$954,694	$0
	Concrete Sidewalk	$0	$0	$0	$519,463	$0
	Paving/Road Stripe	$0	$0	$0	$0	$0
	Sealcoating	$0	$0	$97,302	$0	$0
	Pool Resurface	$0	$0	$0	$0	$0
	Pool Equipment	$0	$0	$0	$0	$0
	Pool Furniture	$0	$0	$0	$0	$0
	Pool Perimeter Fence	$0	$115,450	$0	$0	$0
	Clubhouse Roof	$0	$0	$0	$0	$0
	Tennis Ct Resurface	$0	$0	$0	$0	$0
	Waterfall #1 North	$0	$0	$0	$0	$0
	Waterfall #2 South	$0	$0	$46,780	$0	$0
	Awning Replace	$0	$0	$0	$0	$0
	Cabana Replace	$0	$0	$0	$0	$0
	Pool heaters	$0	$0	$0	$0	$0
	LED Landscape Lights	$45,413	$0	$0	$0	$0
	Security Cameras	$0	$0	$0	$0	$0
	Entry & Exit Gates	$0	$0	$0	$0	$0
	Communal mailboxes	$0	$0	$0	$0	$0
	Hoover Pump	$0	$233,899	$0	$0	$0
	Irrigation System	$57,667	$0	$0	$0	$0
	Playground Equip	$0	$0	$0	$0	$0
	Signage	$0	$0	$0	$0	$0
	Total Expenditures	**$103,080**	**$444,558**	**$237,641**	**$1,474,157**	**$53,970**
Interest Earned		($27,639)	($28,854)	($36,922)	($41,014)	($69,918)
Ending Balance		($1,477,664)	($1,881,103)	($2,085,695)	($3,530,893)	($3,584,810)

BASE LINE COST AS OF 2025	ESTIMATED USEFUL LIFE (YEARS)	REMAINING LIFE AS OF DECEMBER, 2025
$188,780	7	4
$40,000	1	1
$23,240	2	1
$0		

Inflation = 3.00%
Interest = 1.00%
Annual Increase = 0.00%

		2025	**2026**
Beginning Balance			$254,348
Annual Contribution			$65,694
Expenditures	Painting		$0
	Roof Repair		$41,200
	Roof Cleaning		$23,240
	Villa Repairs		
Interest Earned			$2,228
Ending Balance		$ 254,348	$257,830

BASE LINE COST AS OF 2025	ESTIMATED USEFUL LIFE (YEARS)	REMAINING LIFE AS OF DECEMBER, 2025
$188,780	7	4
$40,000	1	1
$23,240	2	1
$0		

Inflation = 3.00%
Interest = 1.00%
Annual Increase = 0.00%

		2027	2028
Beginning Balance		$257,830	$283,994
Annual Contribution		$65,694	$65,694
Expenditures	Painting	$0	$0
	Roof Repair	$42,436	$43,709
	Roof Cleaning	$0	$25,395
	Villa Repairs		
Interest Earned		$2,907	$3,168
Ending Balance		$283,994	$283,753

BASE LINE COST AS OF 2025	ESTIMATED USEFUL LIFE (YEARS)	REMAINING LIFE AS OF DECEMBER, 2025
$188,780	7	4
$40,000	1	1
$23,240	2	1
$0		

Inflation = 3.00%
Interest = 1.00%
Annual Increase = 0.00%

		2029	2030
Beginning Balance		$283,753	$95,119
Annual Contribution		$65,694	$65,694
Expenditures	Painting	$212,474	$0
	Roof Repair	$45,020	$46,371
	Roof Cleaning	$0	$26,942
	Villa Repairs		
Interest Earned		$3,166	$1,280
Ending Balance		$95,119	$88,780

Fund Balance Sheet - Active Funds

Properties: Bonita Isles Homeowners' Assoc - C/O Gulf Breeze Management Svc 8910 Terrene Court, Suite 200 Bonita Springs, FL 34135

As of: 12/31/2025

Accounting Basis: Accrual

GL Account Map: Bonita Isles

Level of Detail: Detail View

Account Number	Account Name	Operating	Reserve	Capital	Other	Total
	ASSETS					
	Cash					
1010	Operating - Valley National Bank OP Checking	141,811.17				141,811.17
1012	Operating - Valley National Bank 6587 MMA	75,118.86				75,118.86
1013	Operating - Valley National Bank ICS Sweep 587	160,610.58				160,610.58
1110	Reserves - First Horizon MM - Commons		259,925.43			259,925.43
1112	Reserves Valley National Bank MMA - Villas		50,079.24			50,079.24
1113	Reserves Valley National Bank 868 Sweep - Villas		197,634.80			197,634.80
	Total Cash	**377,540.61**	**507,639.47**	**0.00**	**0.00**	**885,180.08**
1175	VNB CDARS #2165 9/24/26 3.35% - Commons		262,701.76			262,701.76
1310	A/R - Assessments	637.52				637.52
1420	Prepaid Insurance	22,192.73				22,192.73
1442	Prepaid FPL Auto Pays	801.60				801.60
	TOTAL ASSETS	**401,172.46**	**770,341.23**	**0.00**	**0.00**	**1,171,513.69**
	LIABILITIES & CAPITAL					
	Liabilities					
3010	Accounts Payable	2,127.47				2,127.47
3011	Accounts Payable Reserves		6,196.00			6,196.00
3031	A/P Vendor/ Supplier	29,315.00				29,315.00
3120	Prepaid Owner Assessments	57,429.28				57,429.28
3149	Deferred Insurance Proceeds	11,167.87				11,167.87
	Total Liabilities	**100,039.62**	**6,196.00**	**0.00**	**0.00**	**106,235.62**

Fund Balance Sheet - Active Funds

Account Number	Account Name	Operating	Reserve	Capital	Other	Total
	Capital					
5186	Reserves - Common		516,431.19			516,431.19
5187	Reserves - Villas		247,714.04			247,714.04
	Calculated Retained Earnings	28,699.39	0.00	0.00	0.00	28,699.39
	Calculated Prior Years Retained Earnings	272,433.45	0.00	0.00	0.00	272,433.45
	Total Capital	**301,132.84**	**764,145.23**	**0.00**	**0.00**	**1,065,278.07**
	TOTAL LIABILITIES & CAPITAL	**401,172.46**	**770,341.23**	**0.00**	**0.00**	**1,171,513.69**

Condensed Income Statement

Properties: Bonita Isles Homeowners' Assoc - C/O Gulf Breeze Management Svc 8910 Terrene Court, Suite 200 Bonita Springs, FL 34135
As of: Dec 2025
Accounting Basis: Accrual
Fund Type: Operating
GL Account Map: Bonita Isles
Level of Detail: Detail View

Account Number	Account Name	MTD Actual	MTD Budget	MTD $ Var.	YTD Actual	YTD Budget	YTD $ Var.	Annual Budget
	Income							
6010	Owner Maintenance Income	86,432.38	86,527.00	-94.62	1,037,189.00	1,038,324.00	-1,135.00	1,038,324.00
6020	Reserve Assessment Income	11,305.62	11,305.62	0.00	135,667.00	135,667.00	0.00	135,667.00
6035	Capital Contributions	0.00	0.00	0.00	36,000.00	0.00	36,000.00	0.00
6040	Late Charges	156.60	0.00	156.60	1,015.67	0.00	1,015.67	0.00
6060	Bank Interest - Operating	374.31	0.00	374.31	5,465.53	0.00	5,465.53	0.00
6094	Access Cards & Garage Income	75.00	0.00	75.00	1,035.00	0.00	1,035.00	0.00
6140	Insurance Proceeds	0.00	0.00	0.00	13,065.73	0.00	13,065.73	0.00
6210	Transfer Fees	0.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00
6290	Miscellaneous Income	0.00	0.00	0.00	2,206.29	0.00	2,206.29	0.00
	Total Operating Income	**98,343.91**	**97,832.62**	**511.29**	**1,233,644.22**	**1,173,991.00**	**59,653.22**	**1,173,991.00**
	Expense							
7000	**General & Administrative**							
7010	Legal	2,149.50	833.33	-1,316.17	12,318.80	10,000.00	-2,318.80	10,000.00
7020	Filing Fees - State of Florida	0.00	0.00	0.00	61.25	62.00	0.75	62.00
7030	Accounting Fees	0.00	0.00	0.00	6,355.00	5,850.00	-505.00	5,850.00
7050	Management Fees	4,595.84	4,595.83	-0.01	55,150.08	55,150.00	-0.08	55,150.00
7060	Professional Fees	0.00	0.00	0.00	839.30	0.00	-839.30	0.00
7070	Miscellaneous Bank Charges	0.00	0.00	0.00	25.00	0.00	-25.00	0.00
7120	Income Taxes	3,750.00	0.00	-3,750.00	7,932.77	0.00	-7,932.77	0.00
7140	Office Expense	510.42	510.41	-0.01	6,125.04	6,125.00	-0.04	6,125.00
7164	Social Committee Programs	2,668.49	500.00	-2,168.49	4,159.64	6,000.00	1,840.36	6,000.00
7170	Misc Administrative Expense	855.60	250.00	-605.60	4,767.57	3,000.00	-1,767.57	3,000.00
7172	Website	0.00	2,125.00	2,125.00	956.40	25,500.00	24,543.60	25,500.00
	Total General & Administrative	**14,529.85**	**8,814.57**	**-5,715.28**	**98,690.85**	**111,687.00**	**12,996.15**	**111,687.00**

Condensed Income Statement

Account Number	Account Name	MTD Actual	MTD Budget	MTD $ Var.	YTD Actual	YTD Budget	YTD $ Var.	Annual Budget
7500	**Insurance**							
7510	Insurance - Package	3,170.39	4,415.33	1,244.94	48,338.66	52,984.00	4,645.34	52,984.00
7534	Insurance Appraisal	0.00	0.00	0.00	330.00	330.00	0.00	330.00
	Total Insurance	**3,170.39**	**4,415.33**	**1,244.94**	**48,668.66**	**53,314.00**	**4,645.34**	**53,314.00**
7600	**Utilities**							
7630	Sewer & Water	231.95	250.00	18.05	2,706.27	3,000.00	293.73	3,000.00
7640	Electricity	4,767.04	4,583.33	-183.71	49,515.23	55,000.00	5,484.77	55,000.00
7650	Internet - Comcast	967.28	1,000.00	32.72	10,442.74	12,000.00	1,557.26	12,000.00
	Total Utilities	**5,966.27**	**5,833.33**	**-132.94**	**62,664.24**	**70,000.00**	**7,335.76**	**70,000.00**
7799	**Amenities Canter**							
7810	IC - Repair	0.00	1,083.33	1,083.33	20,931.99	13,000.00	-7,931.99	13,000.00
8010	Pool Maintenance Contract	1,525.00	1,525.00	0.00	18,300.00	18,300.00	0.00	18,300.00
8020	Pool Repairs	0.00	666.66	666.66	2,694.00	8,000.00	5,306.00	8,000.00
8030	Pool Permits	0.00	0.00	0.00	300.00	300.00	0.00	300.00
8036	Pool Furniture	0.00	83.33	83.33	0.00	1,000.00	1,000.00	1,000.00
8050	Fitness Room Services Contract	0.00	0.00	0.00	830.72	900.00	69.28	900.00
8052	Fitness Equipment Repair	0.00	0.00	0.00	282.25	1,000.00	717.75	1,000.00
8060	Island Club Furnishing & Decor	1,100.00	166.66	-933.34	1,100.00	2,000.00	900.00	2,000.00
8062	Grill Repair & Supplies	0.00	41.66	41.66	0.00	500.00	500.00	500.00
8064	Life Safety Repair	0.00	166.66	166.66	208.71	2,000.00	1,791.29	2,000.00
8066	Tennis Court Repair	313.40	41.66	-271.74	712.98	500.00	-212.98	500.00
8068	Entry Access Cards	0.00	41.66	41.66	1,344.30	500.00	-844.30	500.00
8080	Holiday Decorations	0.00	4,200.00	4,200.00	8,904.00	8,400.00	-504.00	8,400.00
	Total Amenities Canter	**2,938.40**	**8,016.62**	**5,078.22**	**55,608.95**	**56,400.00**	**791.05**	**56,400.00**
8100	**Maintenance**							
8106	Signage Repair	170.40	125.00	-45.40	170.40	1,500.00	1,329.60	1,500.00
8124	Sidewalks Repair	0.00	1,250.00	1,250.00	13,668.97	15,000.00	1,331.03	15,000.00
8130	Gutters and Street Repair	0.00	0.00	0.00	4,505.00	7,500.00	2,995.00	7,500.00
8140	Pressure Washing	0.00	0.00	0.00	9,991.58	12,000.00	2,008.42	12,000.00
8172	Lighting Repair & Supplies	0.00	583.33	583.33	4,122.43	7,000.00	2,877.57	7,000.00
8190	Gates Services	267.32	541.66	274.34	3,291.97	6,500.00	3,208.03	6,500.00
8192	Gates Repair	210.00	500.00	290.00	37,722.97	6,000.00	-31,722.97	6,000.00

Condensed Income Statement

Account Number	Account Name	MTD Actual	MTD Budget	MTD $ Var.	YTD Actual	YTD Budget	YTD $ Var.	Annual Budget
8194	Fountains Maint Contract	0.00	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00
8196	Security Cameras	0.00	166.66	166.66	0.00	2,000.00	2,000.00	2,000.00
8200	Fountain Maint Repairs	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00
8230	Janitorial Services	1,230.00	1,230.00	0.00	14,760.00	14,760.00	0.00	14,760.00
8232	Janitorial Supplies	0.00	83.33	83.33	457.34	1,000.00	542.66	1,000.00
8236	A/C Maint Contract	0.00	0.00	0.00	349.00	500.00	151.00	500.00
8290	Misc Maintenance Expense	0.00	0.00	0.00	15.30	0.00	-15.30	0.00
	Total Maintenance	**1,877.72**	**4,479.98**	**2,602.26**	**90,054.96**	**75,760.00**	**-14,294.96**	**75,760.00**
8305	**Landscaping & Grounds**							
8310	Landscape Maintenance Contract	34,500.00	33,578.00	-922.00	408,964.00	402,936.00	-6,028.00	402,936.00
8320	Plants/Shrubs/Sod	1,208.40	3,333.33	2,124.93	31,980.68	40,000.00	8,019.32	40,000.00
8330	Mulch	0.00	0.00	0.00	38,283.50	40,000.00	1,716.50	40,000.00
8350	Irrigation Repairs	928.52	3,333.33	2,404.81	49,683.08	40,000.00	-9,683.08	40,000.00
8351	Rain Master Contract	59.80	41.66	-18.14	358.80	500.00	141.20	500.00
8352	Hoover Pump Contract	2,590.00	0.00	-2,590.00	5,130.32	3,000.00	-2,130.32	3,000.00
8354	Hoover Pump Repairs	0.00	166.66	166.66	0.00	2,000.00	2,000.00	2,000.00
8410	Tree Trimming Contract	0.00	0.00	0.00	24,170.00	27,000.00	2,830.00	27,000.00
8420	Tree Replace/Removal	0.00	833.33	833.33	10,765.22	10,000.00	-765.22	10,000.00
8430	Tree Health Contract	3,607.00	0.00	-3,607.00	21,075.50	14,428.00	-6,647.50	14,428.00
8490	Misc Landscaping Expense	29,315.00	1,333.25	-27,981.75	40,331.64	15,999.00	-24,332.64	15,999.00
8492	Preserve Maintenance Contract	-5,300.00	0.00	5,300.00	10,500.00	15,000.00	4,500.00	15,000.00
8495	Waterfall Maintenance Contract	0.00	0.00	0.00	800.00	800.00	0.00	800.00
8496	Lake Maintenance Contract	575.00	575.00	0.00	6,900.00	6,900.00	0.00	6,900.00
8498	Lake/Erosion Repairs	0.00	3,941.66	3,941.66	46,300.00	47,300.00	1,000.00	47,300.00
8499	Preserve Repair	0.00	208.33	208.33	9,950.00	2,500.00	-7,450.00	2,500.00
	Total Landscaping & Grounds	**67,483.72**	**47,344.55**	**-20,139.17**	**705,192.74**	**668,363.00**	**-36,829.74**	**668,363.00**
8500	**Pest Control**							
8520	Building Pest Control	0.00	0.00	0.00	700.00	800.00	100.00	800.00
8590	Miscellaneous Pest Control	0.00	166.66	166.66	0.00	2,000.00	2,000.00	2,000.00
	Total Pest Control	**0.00**	**166.66**	**166.66**	**700.00**	**2,800.00**	**2,100.00**	**2,800.00**

Condensed Income Statement

Account Number	Account Name	MTD Actual	MTD Budget	MTD $ Var.	YTD Actual	YTD Budget	YTD $ Var.	Annual Budget
8600	**Other**							
8900	Prior Year (Surplus)/Deficit	0.00	0.00	0.00	7,697.43	0.00	-7,697.43	0.00
	Total Other	**0.00**	**0.00**	**0.00**	**7,697.43**	**0.00**	**-7,697.43**	**0.00**
9000	**Reserve Contributions**							
9186	Reserves - Common	5,831.00	5,831.00	0.00	69,972.00	69,972.00	0.00	69,972.00
9187	Reserves - Villas	5,474.62	5,474.62	0.00	65,695.00	65,695.00	0.00	65,695.00
	Total Reserve Contributions	**11,305.62**	**11,305.62**	**0.00**	**135,667.00**	**135,667.00**	**0.00**	**135,667.00**
	Total Operating Expense	**107,271.97**	**90,376.66**	**-16,895.31**	**1,204,944.83**	**1,173,991.00**	**-30,953.83**	**1,173,991.00**
	Total Operating Income	98,343.91	97,832.62	511.29	1,233,644.22	1,173,991.00	59,653.22	1,173,991.00
	Total Operating Expense	107,271.97	90,376.66	-16,895.31	1,204,944.83	1,173,991.00	-30,953.83	1,173,991.00
	NOI - Net Operating Income	**-8,928.06**	**7,455.96**	**-16,384.02**	**28,699.39**	**0.00**	**28,699.39**	**0.00**
	Total Income	98,343.91	97,832.62	511.29	1,233,644.22	1,173,991.00	59,653.22	1,173,991.00
	Total Expense	107,271.97	90,376.66	-16,895.31	1,204,944.83	1,173,991.00	-30,953.83	1,173,991.00
	Net Income	**-8,928.06**	**7,455.96**	**-16,384.02**	**28,699.39**	**0.00**	**28,699.39**	**0.00**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Name of insurance company Address	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A:	
INSURED	INSURER B:	
Name of vendor providing service Address	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			################	##/##/##	##/##/##	EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			################	##/##/##	##/##/##	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR			################	##/##/##	##/##/##	EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			################	##/##/##	##/##/##	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Association Name and Gulf Breeze Management Services of SWFL INC
8910 Terrene Court Suite 200
Bonita Springs Fl, 34135

CERTIFICATE HOLDER

Home owner's name
Home owner's address

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X

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BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.
C/O Gulf Breeze Management of SW FL, Inc.
8910 Terrene Court, Suite 200
Bonita Springs, FL 34135
Ph: 239-498-3311
www.gulfbreezemanagement.com
contact@gulfbreezemanagement.com

OPEN HOUSE INFORMATION

DATE: _____

TIME: _____

LOT/ADDRESS: _____

OWNER: _____

REALTOR:_____

REALTOR EMAIL: _____

Rules for Open House

1. Open house signs are only permitted during the hours of the open house.
2. No signs are permitted at the community entrance. A small standard red & white open house sign is the only acceptable signage to be used.
3. Nothing (signs, business cards, balloons, etc.) is to be affixed to the entry gate system or any common area.
4. Realtors will need to provide all applicable information for prospects, then give the access code to buyer at the time of open house for them to enter the community.
5. The code will only be valid for the requested open house.
6. Approval must be obtained three days PRIOR to any open house event. Please fax or email Gulf Breeze for approval.

OWNER SIGNATURE:_____

REALTOR CODE:_____

VALID FROM: _____

BONITA ISLE HOMEOWNERS ASSOCIATION, INC.

C/O GULF BREEZE MANAGEMENT SERVICES, INC.
8910 TERRENE COURT, SUITE 200
BONITA SPRINGS, FL 34135
239-498-3311

NOTICE OF TRANSFER

I/We intend to purchase the home located at _____(address) within Bonita Isles on _____(date of closing).

The Unit is

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

1. Full Name of Buyer 1: _____

   Full Name of Buyer 2: _____

2. Exact name(s)/entity(ies) to which title will be transferred: _____

3. Telephone Number: _____ □ Home □ Mobile □ Business

   Alternate Telephone Number: _____ □ Home □ Mobile □ Business

4. Email Address: _____

5. Address to be used for official Association notice (if different than the Unit address):

   Address: _____

   City/State/Zip: _____

6. Person to be notified in the case of an emergency:

   Name: _____ Relationship: _____

   Address: _____

   City/State/Zip: _____

_____ _____
Signature of Buyer 1 Signature of Buyer 2

Print Name: _____ Print Name: _____

Date: _____ Date: _____

BONITA ISLES HOMEOWNERS ASSOCIATION, INC.

C/O – GULF BREEZE MANAGEMENT • 8910 TERRENE COURT., SUITE #200
BONITA SPRINGS, FL
(239) 498-3311 OFFICE • (239) 498-4974 FAX

Gate Directory Information:

Owner /Resident's Name: _____

Address: _____

Phone Number (to be programmed): _____

Alt. Phone number: _____

E-Mail: _____

#Fobs ____ x $20.00 = _____

#Barcodes ____ x $15.00 = _____

For Association Use Only:

Fob Serial Number (5 digits)	**Barcode Number (3 digits)**
_____	_____
_____	_____
_____	_____
_____	_____

BONITA ISLE HOMEOWNERS ASSOCIATION, INC.

C/O GULF BREEZE MANAGEMENT SERVICES, INC.
8910 TERRENE COURT, SUITE 200
BONITA SPRINGS, FL 34135
239-498-3311 239-498-4974 FAX

NOTICE OF LEASE

I/We intend to lease the home located at _____(address) within Bonita Isles from _____ to _____.

I Understand the lease must be for a minimum of 30 days and that I may only rent my home up to

3x per year.

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

1. Full Name of Owner: _____

   Full Name of Tenants (all tenants over the age of 18): _____

   _____

2. Tenant Telephone Number:_____ □ Home □ Mobile □ Business

   Alternate Telephone Number:_____ □ Home □ Mobile □ Business

3. Email Address: _____

I/We understand that the tenant is required to abide by the Association Documents and Rules and Regulations and that the tenant has been provided copies of such documents.

_____	_____
Signature of Owner	Signature of Tenant
Print Name: _____	Print Name: _____
Date:_____	Date: _____

Copy of lease agreement must accompany this form.

Date Received: _____

Gulf Breeze
Management Services of SW FL, Inc.

Gulf Breeze Management utilizes:
https://gulfbreezemanagement.condocerts.com/resale/ to order the following:

- Estoppel Requests
- Condo Questionnaires

Thank you,
Gulf Breeze Management

8910 Terrene Court, Suite 200, Bonita Springs, FL 34135
Phone: 239-498-3311
www.gulfbreezemanagement.com

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THE ENCLOSED INFORMATION IS BEING SENT TO YOU AT YOUR REQUEST

THE ENCLOSED INFORMATIONAL PACKAGE IS SUMMARY IN NATURE AND SUBJECT TO CHANGE. A PROSPECTIVE BUYER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE ASSOCIATION DOCUMENTS FOR COMPLETE INFORMATION.

ANY FINANCIAL DISCLOSURES CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO, ASSESSMENTS, SPECIAL ASSESSMENTS, CAPITAL CONTRIBUTIONS, TRANSFER FEES, PAST DUE ASSESSMENTS, LATE FEES, FINES, AND ESTOPPEL FEES ARE INCLUDED AS A REFERENCE AND ARE SUBJECT TO CHANGE. ACCURATE FINANCIAL OBLIGATIONS WILL BE PROVIDED IN AN ESTOPPEL LETTER WHICH IS REQUIRED FOR CLOSING.

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BOARD OF DIRECTORS' RESOLUTION REGARDING ARCHITECTURAL REVIEW

WHEREAS, Bonita Isles Homeowners' Association (the "Association") is the corporation charged with the operation, maintenance, and management of Bonita Isles (the "Community"); and

WHEREAS, Section 720.3035(1) and (4) of the Florida Homeowners' Association Act (2024) (the "Act") provides:

> (1)(a) The authority of an association or any architectural, construction improvement, or other such similar committee of an association to review and approve plans and specifications for the location, size, type or appearance of any structure or other improvement on a parcel, or to enforce standards for the external appearance of any structure or improvement located on a parcel, shall be permitted only to the extent that the authority is specifically stated or reasonably inferred as to such location, size, type, or appearance in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants. An association or any architectural, construction improvement, or similar committee of an association must reasonably and equitably apply and enforce on all parcel owners the architectural and construction improvement standards authorized by the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants.
>
> (b) An association or any architectural, construction improvement, or other such similar committee of an association may not enforce or adopt a covenant, rule, or guideline that:
>
> 1. Limits or places requirements on the interior of a structure that is not visible from the parcel's frontage or an adjacent parcel, an adjacent common area, or a community golf course.
>
> 2. Requires the review and approval of plans and specification for a central air-conditioning, refrigeration, heating, or ventilating system by the association or any architectural, construction improvement, or other such similar committee of an association, if such system is not visible from the parcel's frontage, an adjacent parcel, or an adjacent common area, or a community golf course and is substantially similar to a system that is approved or recommended by the association or a committee thereof. ...
>
> (4)(a) Each parcel owner is entitled to the rights and privileges set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants concerning the architectural use of the parcel, and the construction of permitted structures and improvements on the parcel. Such rights and privileges may not be unreasonably infringed upon or impaired by the association or any architectural, construction improvement, or other such similar committee of the association. If the association or any structural, construction improvement, or other such similar committee of the association denies a parcel owner's request or application for the construction of a

structure or other improvement on a parcel, the association or committee must provide written notice to the parcel owner stating with specificity the rule or covenant on which the association or committee relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such rule or covenant.

(b) If the association or any architectural, construction improvement, or other such similar committee of the association should unreasonably, knowingly, and willfully infringe upon or impair the rights and privileges set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants, the adversely affected parcel owner is entitled to recover damages caused by such infringement or impairment, including any costs and reasonable attorney fees incurred in preserving or restoring the rights and privileges of the parcel owner set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants.

WHEREAS, Article VII of the Declaration of Covenants and Restrictions for Bonita Isles (the "Declaration") provides:

Section 2. Alterations and Improvements. Alterations and improvements to the Common Areas and the Lots shall be governed by the following provisions:

a. To Common Areas: ...

(iii) Further, the Unit Owner shall be required to obtain approval of the Board as to the architectural and structural components of and pertaining to any alteration or extension of a Limited Common Area (and the Board shall have the power to promulgate rules and regulations in this regard, for the protection of the Unit Owners as a whole and the Association.) An Owner of a Unit in a Cluster Building may not enlarge, extend, or otherwise alter the size of their Limited Common Area lanai, patio and/or porch.[1] The Unit Owner desiring approval of an alteration to a Limited Common Area shall be required to pay any and all costs associated with (1) the application, review and approval of the alteration, (2) the calling of an Association meeting to vote on the extension (if the membership vote on the alteration is not to occur at a regularly-scheduled meeting of the Association membership), (3) the preparation of any and all required revisions to the Plat and/or this Declaration as a result of modification to the Limited Common Areas appurtenant to such Unit, and to the Common Areas (as applicable), and (4) the costs of recording in the public records of the County any and all documents and drawings necessary to evidence the approval of the alteration.

(iv) Except as may be otherwise provided herein, where the approval of Unit Owners for alterations to the Common Areas or Limited Common Areas is required in this Declaration and exhibits attached hereto, the approval of institutional mortgagees whose

[1] Article VII, Section 2.a.(iii) of the Declaration was amended and recorded on May 31, 2017 to include the following provision: "An Owner of a Unit in a Cluster Building may not enlarge, extend or otherwise alter the size of their Limited Common Area lanai, patio and/or porch."

mortgages encumber at least fifty-one percent (51%) of those Units encumbered by a mortgage at said time shall also be required.

b. To the Units.

(i) Except as otherwise reserved by the Developer, no Unit Owner shall make any alteration or improvement to the Unit Owner's Unit except in accordance with this Section. A Unit Owner may make alterations and improvements to the interior of the dwelling located within the Unit, so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law. A Unit Owner may not expand, enlarge or relocate the single family structure originally located within his Lot. Any other alterations or improvements to a Unit (including, but not limited, to the enclosing or screening in of any porch or patio within the Unit), may be made only if prior written approval is obtained from the Board of Directors.

(ii) A Unit Owner making or causing to be made any additions, alterations or improvements agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Subdivision and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

WHEREAS, Article X of the Declaration of Covenants and Restrictions for Bonita Isles (the "Declaration") provides:

Section 6. Rules and Regulations. The Association may publish unrecorded Rules and Regulations from time to time that shall be applicable to the Subdivision but which shall not be applicable to the Declarant or its affiliates, agents, or employees and contractors (except in such contractor's capacity as Owners) nor to institutional first mortgages, nor to property while owned by either the Declarant or its affiliates or such mortgages. Such Rules and Regulations shall apply to all other Owners and occupants. The Board of Directors shall be permitted to grant relief to one or more Owners from specific Rules and Regulations upon written request therefor and good cause shown in the sole opinion of the Board.

WHEREAS, the current Rules and Regulations of the Association (the "Rules and Regulations") dated November 11, 2021, provide various and detailed guidelines and standards for the approval/disapproval process.

WHEREAS, the Declaration and Rules and Regulations provide review of architectural requests as required by the Act; and

WHEREAS, Section 7 of the Rules and Regulations provides:

7. Architectural Review Process

7.01 Any change to the exterior of any Owner's Lot must be approved in advance by the Board or ARC Committee as determined by the Board.

7.02 Application Process.

7.02.1 Step 1. Applications are available from the property management company.

7.02.2 Step 2. Application to be completed by homeowner.

7.02.3 Step 3. Application, along with required documents, is submitted to the management company for review by Board or designated committee.

7.02.4 Step 4. Application will be approved, conditionally approved with modifications or denied with stated reason.

7.03 Appeals. An appeal may be made to the full Board if an application was denied. A denial based on the Declaration of the Covenants or the Architectural Guidelines is not grounds for an appeal. To initiate the appeal procedure, the applicant must submit a written request for an appeal to the Community Association Manager within 30 days of the applicant receiving the denial.

7.04 Variance. The Board may grant relief to one or more Owners from specific Rules and Regulations upon written request indicating the need for a variance. The variance will be approved or denied based on the ability of the Owner or Owners to show good cause in the sole opinion of the Board.

NOW, THEREFORE

1. Section 7 of the Rules and Regulations is hereby amended to read as follows:

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

7.01 Any change to the exterior of any Owner's Lot must be approved in advance by the Board ~~or ARC Committee as determined by the Board~~.

7.02 Application Process.

7.02.1 Step 1. Applications are available from the property management company.

7.02.2 Step 2. Application to be completed by ~~homeowner~~ Owner.

7.02.3 Step 3. Application, along with required documents, is submitted to the management company for review by Board ~~or designated committee~~.

7.02.4 Step 4. ~~Application will be approved, conditionally approved with modifications or denied with stated reason.~~ The decision by the Board shall be rendered in one of the following forms:

7.02.4.1 "Approved" – The entire application as submitted is approved.

7.02.4.2 "Disapproved" – The entire application as submitted is rejected in total. The Board or designated committee must provide written notice to the Owner stating with specificity the provision(s) of the Declaration, Rules and Regulations, or other provision of the Governing Documents on which the Board relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such requirements.

7.02.4.3 "Conditionally Approved with Modifications" – The application is not approved as submitted, but the Board's suggestions for curing objectionable features or segments are noted. The Owner must correct the plan's objectionable features or segments, and the Owner may be required to resubmit the application or receive approval prior to commencing the change to the exterior of the Owner's Lot. The Board or designated committee must provide written notice to the Owner stating with specificity the provision(s) of the Declaration, Rules and Regulations, or other provision of the Governing Documents on which the Board relied when identifying the specific aspect or part of the proposed improvement that does not conform to such requirements.

~~7.03 Appeals. An appeal may be made to the full Board if an application was denied. A denial based on the Declaration of the Covenants or the Architectural Guidelines is not grounds for an appeal. To initiate the appeal procedure, the applicant must submit a written request for an appeal to the Community Association Manager within 30 days of the applicant receiving the denial.~~

7.04 Variance. The Board may grant relief to one or more Owners from specific Rules and Regulations upon written request indicating the need for a variance from specific Rules and Regulations. ~~The variance will be approved or denied based on the ability of the Owner or Owners to show good cause in the sole opinion of the Board~~. The decision by the Board shall be rendered in one of the following forms:

7.04.1 "Approved" – The variance as submitted is approved.

7.04.2 "Disapproved" – The variance as submitted is rejected in total. The Board or designated committee must provide written notice to the Owner stating with specificity the provision(s) of the Declaration, Rules and Regulations, or other provision of the Governing Documents on which the Board relied when denying the variance and the specific aspect or part of the proposed improvement that does not conform to such requirements. If, in the sole opinion of the Board, the request does not show good cause for a variance from the specific Rules and Regulations, the Board may state with specificity Article X, Section 6 of the Declaration as the applicable provision of the Governing Documents.

This Resolution was adopted at the Board of Directors' Meeting held NOV. 10, 2025. There are seven (7) total Board members. The number of Board members who voted in favor of this Resolution is 7. The number of Board members who voted against this Resolution is 0. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

BONITA ISLES HOMEOWNERS' ASSOCIATION, INC.

BY: _____
Kurt Ely, President

Date: 11-10-2025

(CORPORATE SEAL)

Gulf Breeze Management Services, Inc.
8910 Terrene Court, Suite 200
Bonita Springs, FL 34135
Phone: 239-498-3311 Fax: 239-498-4974
www.gulfbreezemanagement.com

Thank you for requesting the enclosed Architectural Form.

The **completed** form should be returned to Gulf Breeze Management for processing:

Fax: 239-498-4974
Email: arc@gulfbreezemanagement.com
Mail: 8910 Terrene Court #200
Bonita Springs, FL 34135

If you want your approval letter emailed to you, be sure to clearly print your email address on the application.

*****Incomplete forms and all supporting documentation (including certificates of insurance without the proper additional insured information- see application for details) will not be processed and will be returned to you to resubmit with ALL the required documentation before processing.**

Landscape Request

- Drawings which includes plant names identifying where plants will be located
- Expanding current landscape beds requires a Parcel Lot plan
- Landscape request signed by adjoining villa owner if common area is affected
- Rules & regs sign off form

Contractor

- Copy of Florida License
- Copy of Insurance Certificate

Exterior

Required Details:

- A site Parcel Lot plan indicating where the changes will be made
- Detailed diagrams
- Pictures of proposed products (screen doors, shutters, tank, etc.)
- Specifics on color, size, and location of what will be installed
- Pool and lanai extensions request must include plans for cage enclosure
- Building permit – once available
- Rules & regs sign off form
- Adjacent Access Form

Contractor

- Copy of Florida License
- Copy of Insurance Certificate

Bonita Isles Homeowners' Association, Inc

Request for Alterations, Repairs, or Reconstruction

EXTERIOR

Date Submitted _____

Initial/New Request _____ Change to Previous Request – Date _____

1) Owners Name _____

2) Resident's Address _____Isla Bella Circle, Bonita Springs, FL 34135

3) Contact Info:

   Phone:_____ Cell: _____ Email: _____

4) Please put a "X" next to the exterior area that best describes where the modification will occur.

_____ Wall	_____ Garage Door	_____ Satellite/Antenna
_____ Door	_____ Screening	_____ Window
_____ Hurricane Shutters	_____ Driveway	_____ Exterior Paint
_____ Pool	_____ Wall Hanging/Potted Plant/Yard Decoration	

_____ Other (Describe) _____

5) Additional Information: Provide specs, color, size, pictures, etc.

_____

_____

_____

_____

6) Please check all of the items included in the request: Items in bold **must** accompany the application in order for the review to proceed.

_____ **Initial plans or scope of work specifications**	_____ **Certificate of Insurance**
_____ **Company/Person Performing Work (owner)**	_____ **FL Contractors License**

_____ Lot Survey

_____ Color Plans/Samples

_____**Agreement/permission of adjoining owner if common area Is affected. Signed by Paired Villa Owner(s)**

_____ Photo, Brochure, or Drawing

_____ Revised Plans or Specifications

_____ Building Permit

_____ **Anticipated Start Date** _____ **Anticipated Completion Date**

****Homeowner is responsible for capping of irrigation feed pipe(s) prior to start of construction and the replacement of irrigation piping and heads. Homeowner or contractor must coordinate all activity related to the irrigation system with the Association's landscaping vendor. Contact, info@caplelandscape.com prior to project start date.**

I / We hereby make application to Bonita Isles HOA for the above-described item(s) to be approved in writing.

I / We understand that approval of our request must be granted before I / We can have the job started. I / We also acknowledge that we could be forced to have the item removed if it is installed without approval. I / We also acknowledge that if this request is granted "AS PRESENTED" to the Committee, the work must be completed as presented. Any changes are not approved and will not be accepted without the prior approval of the ARC.

Owner's Signature _____

I will or will not be overseeing the project (initial) _____ Date_____

Paired Villa

Owner's Signature _____

I will or will not be overseeing the project (initial) _____ Date_____

For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company. The designee must sign off on the ARC request form before approval is granted.

Designee Signature_____

Designee Address _____

Designee Phone Number _____Date _____

Return form and all information to:
Gulf Breeze Management Services
8910 Terrene Court, Suite 200
Bonita Springs, FL 34135
Email Address: ARC@gulfbreezemanagement.com
Fax Number – 239-498-4974

Bonita Isles Homeowners' Association, Inc

Request for Alterations, Repairs, or Reconstruction

LANDSCAPE

Date Submitted _____

Initial/New Request _____ Change to Previous Request – Date _____

1) Owners Name _____

2) Resident's Address _____Isla Bella Circle, Bonita Springs, FL 34135

3) Contact Info:

   Phone:_____ Cell: _____ Email: _____

4) Place an **X** next to the area that best describes where the modification is requested. This includes removal of or replacement with requests.

   _____ Landscape _____ River Rock Alternative to Pine Straw

   _____ Other (describe)

5) Additional Information: Describe in detail, include materials and plants used as well as size.

   _____

   _____

   _____

6) Please check all of the attached items that are included in the request: Items in bold **must** accompany the application in order for the review to proceed.

_____ Initial plans or scope of work specifications

_____ Certificate of Insurance

_____ Company/Person Performing work (owner)

_____ Agreement/permission of adjoining owner if common area I Is affected. Signed by Paired Villa Owner(s)

_____ Drawings indicating where plants are to be located

_____ Revised plans or specifications

_____ FL Landscape License

_____ Lot Survey

_____ Grading Plan _____ Tree Survey

_____ Other (specify)

_____ Anticipated Start Date _____ Anticipated Completion Date

****Homeowner is responsible for capping of irrigation feed pipe(s) prior to start of construction and the replacement of irrigation piping and heads. Homeowner or contractor must coordinate all activity related to the irrigation system with the Association's landscaping vendor. Contact, info@caplelandscape.com prior to project start date.**

I / We hereby make application to Bonita Isles HOA for the above described item(s) to be approved in writing.

I / We understand that approval of our request must be granted before I / We can have the job started. I / We also acknowledge that we could be forced to have the item removed if it is installed without approval. I / We also acknowledge that if this request is granted "AS PRESENTED" to the Committee, the work must be completed as presented. Any changes are not approved and will not be accepted without the prior approval of the ARC.

Owner's Signature _____

I will or will not be overseeing the project (initial) _____ Date_____

Paired Villa

Owner's Signature _____

I will or will not be overseeing the project (initial) _____ Date_____

For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company. The designee must sign off on the ARC request form before approval is granted.

Designee Signature_____

Designee Address _____

Designee Phone Number _____ Date _____

Return form and all information to:
Gulf Breeze Management Services
8910 Terrene Court, Suite 200
Bonita Springs, FL 34135
Email Address: ARC@gulfbreezemanagement.com
Fax Number – 239-498-4974

Rules & Regulations Pertaining to Project

Included in this document are the HOA Rules & Regulations pertaining to your project. Please read through and ensure your contractor is aware of all rules pertaining to this project. This document must be initialed, dated and submitted to Gulf Breeze Management Services before a final decision of your project will be made.

8.15 Lanai Extensions. Lanai extensions for single family homes are allowed with ARC approval. Lanai extensions are prohibited for attached villas. Screen Lanai extensions for single family homes will be contingent upon the model, lot location and pool set back requirements per builder's survey plan. This will determine the size of the allowable extension.

8.15.1 Screening and supports must match those used on the original Lanai installed by the builder.
8.15.2 All irrigation that is disturbed by the installation of the lanai must be replaced at the expense of the owner with ARC approval.
8.15.3 Replacement sod must be specified as Zoysia.
8.15.4 Any pallets must be stored or removed the day the sod is installed.
8.15.5 The Homeowner is responsible for all demolition and proper removal of construction debris, and for all landscaping and removal and replacement of pine straw or Brown River Rock and irrigation heads. This includes any repair work that may be needed for the extended Lanai, including but not limited to stucco, painting, roof, fascia, gutters, etc.
8.15.6 The Homeowner is responsible to comply with all local and state building regulations, and must present a copy of secured permits to the ARC prior to commencement of any work.
8.15.7 Lanai door entry pad cannot exceed 6 feet X 7 feet. The entry door pad cannot be used as a patio, which means no furniture, planters, etc. can be placed on the entry pad. Pavers must match existing pavers in lanai and/or pool cage area. An ARC request is required with a lot plan.
8.15.8 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before work begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.
8.15.9 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.
8.15.10 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign off on the ARC request form.

8.16 Pools. A site plan which clearly defines the bounds of the structure to be built is required. Both the physical plan and the plans for the cage enclosure are required. If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.

8.16.1 Homeowner is responsible for capping of irrigation feed pipe(s) prior to start of construction and the replacement of irrigation piping and heads.
8.16.2 Homeowner or contractor must coordinate all activity related to the irrigation system with the Association's landscaping vendor.
8.16.3 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before works begins. These fences must be maintained in proper working order

during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.
8.16.4 Homeowner is responsible for restoration of all sod, landscaping beds and features that may have been affected by the project. This includes not only the construction lot but also any adjacent lots or areas that were affected by the project.
8.16.5 Homeowner is responsible for the re-implementation of irrigation runs, lines, and heads in a manner consistent with irrigation practices throughout Bonita Isles. All irrigation work is to be coordinated with the Association's landscaping contractor who will make the final determination of the adequacy to the replaced irrigation components.
8.16.6 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.
8.16.7 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign off on the ARC request form.
8.16.8 Homeowner is required to follow all construction guidelines as stated in 8.17.

8.17 Construction Rules and Regulations that must be followed:

8.17.1 The Homeowner is responsible to comply with all local and state building regulations, and must present a copy of secured permits to the ARC prior to commencement of any work.
8.17.2 The Homeowner is responsible for all demolition and proper removal of construction debris, and for all landscaping and removal and replacement of pine straw or Brown River Rock and irrigation heads. This includes any repair work that may be needed for the extended Lanai, including but not limited to stucco, painting, roof, fascia, gutters, etc.
8.17.3 Any and all expenses incurred will be the sole responsibility of the homeowner making the request.
8.17.4 Ensure any contractors hired as a result of this ARC will conform to HOA rules and guidelines.
8.17.5 Ensure any contractors are licensed and maintain current insurance while on the Bonita Isles property.
8.17.6 Ensure contractors do not use common property for any construction materials or debris unless prior approval is received by the ARC.
8.17.7 Assume all responsibility and costs for any HOA common property items that are affected as a part of their ARC requests, including contractor negligence (i.e. utilities, irrigation, landscape, sidewalks, street, etc.).
8.17.8 Not make any modifications to the ARC request, plans and specifications, or modifications that have been approved by the Committee unless it is re-submitted for ARC review.
8.17.9 Remove construction debris on a daily basis and keep the property clean and neat for the enjoyments of neighbors.
8.17.10 Work may occur between 8AM – 5PM.
8.17.11 Construction dumpsters require ARC approval with defined timeframe.
8.17.12 All construction sites that involve earth movement must have a silt fence installed to protect surrounding areas before works begins. These fences must be maintained in proper working order during the entire course of the project. The homeowner will be responsible for the correction of any silt spillage or earth overruns into adjoining areas and shall include the payment of fines which may be levied by State or Local governing bodies.
8.17.13 If your site does not include sufficient access space on your lot to facilitate construction, you must obtain a signed access agreement from the neighbor(s) affected by construction.

8.17.14 For the duration of the project, the responsibility for proper and adequate supervision falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company. The designee must sign off on the ARC request form before approval is granted.
8.17.15 Any deviation in the project completion schedule must be reported to the Property Manager.

9.06 Planting Beds. An ARC Landscape request must be submitted for all planting bed expansions or contractions and any landscape work done by a contractor.

9.06.1 Any and all expenses incurred will be the sole responsibility of the homeowner making the request.
9.06.2 If any changes to the irrigation system are required, the movement or addition of sprinkler heads will be at the expense of the homeowner along with any damage to existing sprinkler heads. Any changes to the irrigation system must be coordinated with the Associations' landscaping contractor who will make the final determination of the adequacy to the changes and replacement of irrigation components.
9.06.3 If new or replacement landscape is needed it must be finished off with dark brown mulch or Brown River Rock.
9.06.4 Ensure any contractors hired as a result of this ARC will conform to HOA rules and guidelines.
9.06.5 Ensure any contractors hired for this job are licensed and maintain current insurance while on the Bonita Isles property.
9.06.6 Ensure contractors do not use common property for any construction materials or debris unless prior approval is received by the ARC.
9.06.7 Assume all responsibility and costs for any HOA common property items that are affected as a part of their ARC requests, including contractor negligence (i.e. utilities, irrigation, landscape, sidewalks, street, etc.).
9.06.8 Not make any modifications to the ARC request, plans and specifications, or modifications that have been approved by the Committee unless it is re-submitted for ARC review.
9.06.9 Work may occur between 8AM – 5PM.
9.06.10 Planting is not allowed within the conservation easement area of any lot.
9.06.11 Modifications to any area outside a home owner's lot is not permitted
9.06.12 If a landscape contractor is hired to expand landscape beds or create new landscape beds, the responsibility for proper and adequate supervision, for the duration of the project, falls to the homeowner/assigned designee. In the event the homeowner assigns a designee, the homeowner must provide the designee contact information to the property management company before ARC approval is granted. The designee must sign the ARC Landscape request form before approval is granted.
9.06.13 If your site does not include sufficient access space on your lot to facilitate landscape changes, you must obtain a signed access agreement from the neighbor(s) affected by construction.

I have read and will comply with all of the Rules & Regulations of the HOA pertaining to my project and will ensure my contractor is aware and follows all of the HOA rules in this document.

(initial) _____ (initial) _____

Date _____

Access Agreement

TO: BONITA ISLES HOMEOWNERS ASSOCIATION

FROM: _____ ("OWNER")

DATE: _____

DURING THE CONSTRUCTION PHASE OF MY PROJECT LOCATED AT:

ADDRESS: _____

CITY: _____

PERMISSION HAS BEEN GRANTED BY THE ADJACENT PROPERTY OWNER TO USE A PORTION OF THEIR PROPERTY FOR ACCESS DURING THE CONSTRUCTION PROCESS. OWNER WILL REPAIR AND RESTORE TO ITS ORIGINAL CONDITION ANY PORTION OF THE ACCESS AREA DAMAGED DURING THE CONSTRUCTION.

ADJACENT PROPERTY OWNER'S NAME: _____

ADDRESS: _____

CITY: _____

ADAJACENT PROPERTY OWNER'S SIGNATURE: _____

DATE: _____

ADAJACENT PROPERTY OWNER'S SIGNATURE: _____

DATE: _____

OWNER'S SIGNATURE: _____

DATE: _____

OWNER'S SIGNATURE: _____

DATE: _____

Bonita Isles Architectural Review Committee
Pool Addendum #1
June 13, 2023

All applicants of an ARC POOL Permit, are hereby held responsible to repair any and all damage to their property, their neighbor's property, and all common property of Bonita Isles (BI) as a result of the preparation, installation and cleanup of the pool construction process. This includes, but is not limited to, landscape, irrigation, sidewalks, street gutters and all building structures.

All irrigation disconnect work which will need to be done before the start of pool construction and re-done to the Bonita Isles irrigation system shall be performed only by the BI irrigation vendor.

Upon the completion of the pool and pool cage, the BI landscaper will replace all turf that was removed or damaged at the pool owners' expense. Calusia or podocarpus shall be planted on each side of the pool cage along the screen to provide privacy to neighbors. These shrubs shall be maintained at a height no higher than seven (7) feet.

Within sixty (60) days from the completion of the pool and final approval by Bonita Springs, all items that were damaged or put out of place must be put back in their original condition. If not completed within sixty (60) days the BI Board of Directors (BOD) shall have the option to make all necessary repairs and

corrections in accordance with this document and at the expense to the owner. At that time, a lien against the property owner to recover the cost of making all necessary corrections may be filed by the BI BOD. There will be periodic inspections by ARC. These will be at the discretion of the ARC. These random, unannounced inspections are required and are not trespassing.

All swimming pool ARC applications are contingent on this BI ARC Addendum being signed by the homeowner and notarized by a Notary Public. In signing this document, the homeowner applicant agrees to all conditions in this document.

During construction of the pool, at all times, a safety net must be in place securing the construction site. For each day that the safety net is found not in place or upright, the homeowner will be fined fifty (50) dollars after given a written notice from the community manager. During construction of the pool, the homeowner must take reasonable action to keep the property clean including, but not limited to, the landscape, sidewalk, street gutter, and the mail box area so residents are not hindered in any way.

This application expires one year from signature date.

Signature---------- Date----------6/14/2023

Notary Public---------- Date----------6/16/23

Arc Pool Addendum#1

ANNETTE HERNANDEZ
Notary Public - State of Florida
Commission # HH 193382
My Comm. Expires Feb 4, 2026
Bonded through National Notary Assn.