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MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE VILLAGES OF BONITA

4056988

THIS DECLARATION is made this 24th day of October, 1996, by
VILLAGES OF BONITA, INC., hereinafter called "Declarant".

RECITALS:

A. Declarant is the developer of a Planned Unit Development in Lee County, Florida, known as The Villages of Bonita and desires to create a quality planned community.

B. Declarant desires to impose certain covenants, conditions and restrictions on the lands in described in Exhibit "A" (the "Land") to protect and enhance the Land values therein; and may in the future subject additional land in The Villages of Bonita to the covenants, conditions, and restrictions of the Declaration and amend this Declaration with respect to such additional lands; and as well impose additional protective covenants, conditions and restrictions on such lands as may be necessary and appropriate to each distinct phase of The Villages of Bonita.

C. Declarant desires to provide for the preservation and enhancement of property values and amenities in the community and for the maintenance of the subject property and Improvements thereon and to this end desires to subject the Land, together with such additions as it may hereinafter make thereto, in accordance with the provisions hereof, to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner of any portion thereof.

D. Declarant has incorporated under the laws of the State of Florida, a property owners' association, The Villages of Bonita Master Association, Inc., (hereinafter called the "Association"), a nonprofit corporation.

E. Declarant may, in its sole discretion, convey lease or grant a license, easement or other use right to lands within or without The Villages of Bonita, to the Association, and the Association must accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members and their families, tenants, and guests, as determined by Declarant.

NOW, THEREFORE, Declarant declares that the real property described in Exhibit "A" and such additions thereto as it may hereafter add pursuant hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements and liens (sometimes called "covenants, conditions and restrictions") hereafter set forth, specifying that this Declaration is a covenant running with the land and the Declaration shall be binding upon the undersigned, and on all Persons gaining title through the undersigned.

• RECORD VERIFIED CHARLIE GIBBS, CLERK
• SUSAN THOMPSON •

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ARTICLE I DEFINITIONS

Section 1.01. "Assessment" means those charges made by the Association from time to time against each Plot within The Properties for the purpose set forth herein.

Section 1.02. "Association" means the Villages of Bonita Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 1.03. "Common Areas" means those areas of land shown on any recorded subdivision plat of The Properties and Improvements thereto, or which are otherwise dedicated, conveyed, leased or for which a license is granted to the Association and which are intended to be devoted to the common use and enjoyment of all or a portion of the Members of the Association. Without limitation, Common Area shall include the Stormwater Management System for The Villages of Bonita and all open space areas and buffer areas designated on any recorded plat for Villages of Bonita or required by law.

Section 1.04. "Common Expenses" means all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.05. "Declarant" means Villages of Bonita, Inc., a Delaware corporation, its successors or assigns of any or all of its rights under this Declaration.

Section 1.06. "Declaration" shall mean this document entitled DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF BONITA as the same may be amended from time to time.

Section 1.07. "Villages" means those certain lands, located within The Villages of Bonita described in Exhibit "A" and contained within the boundaries of the plat recorded on the Public Records of Lee County at Plat Book 59, Pages 1 through , inclusive.

Section 1.08. "Improvements" means all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, site or other structure alteration, screen enclosure, sewer, drain, disposal system, water distribution lines and facilities, gas distribution lines, facilities and storage, decorative building, recreational facilities, landscaping, exterior lighting, berming, mounding, or landscape device or object.

Section 1.09. "Institutional Mortgagee" means (a) any generally recognized lending institution having a first mortgage lien upon a Plot including, but not limited to, any of the following institutions: a federal or state savings and loan or building and loan association; national, state or other bank or real estate investment trust; or mortgage banking company doing business in the State of Florida, or a life insurance company; or a subsidiary of a holding company holding any of the foregoing; or (b) any "secondary mortgage institution" including the Federal National Mortgage Association (FNMA), Government National Mortgage

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Association (GNMA), Federal Housing Administration (FHA), Veterans Administration (VA) and such other secondary mortgage institutions as the Declarant shall hereafter approve in writing which have acquired a first mortgage upon a Plot; or (c) any and all investors or lender, or the successors and assigns of such investors or lenders, which have loaned money to Declarant to acquire, or to construct improvements on the Property and who have a mortgage lien on any portion of the Property securing such loan; or (d) such other lenders as the Declarant shall hereafter approve in writing which have acquired a first mortgage lien upon a Plot.

Section 1.10. "Members" means those Persons entitled to membership in the Association.

Section 1.11. "Owner" means a record holder of fee simple title to any Plot located within The Properties, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

Section 1.12. "Person" means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

Section 1.13. "Plot" means a platted lot and any condominium together with the undivided share of the common elements appurtenant to the lot or unit, or to any quantity of land, including any improvements thereon.

Section 1.14. "Resident" means the legal occupant of any Plot.

Section 1.15. "Residential" means the use of property as a dwelling unit.

Section 1.16. "Street" means any Street, highway or other thoroughfare constructed within The Villages of Bonita dedicated to or owned by a governmental entity, the Association or a neighborhood association, whether the same is designated as a street, avenue, walk or other similar designation.

Section 1.17. "The Properties" means all real property which becomes subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provision of Article III hereof. "The Properties" shall be synonymous with the term "The Villages of Bonita".

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS**

Section 2.01. Members.

A. Every Owner and the Declarant, so long as it is an Owner, shall be Members of the of the Association. Membership is appurtenant to and may not be separated from ownership of a Plot which is subject to Assessment by the Association.

B. Member's rights, powers, duties, and privileges shall be as set forth in the Articles of Incorporation, Bylaws of the Association, and this Declaration.

Section 2.02. Classes of Voting Rights.

The Association shall have two classes of voting membership, Class A and Class B. Class A Members shall be all the Owners, except for the Declarant when it is a Class B Member. The Class B Member is the Declarant until the Class B Membership ceases.

Section 2.03. Determination of Voting Rights.

A. Class A Members. The PUD governs the number of dwelling units which may be constructed within The Villages of Bonita. Each Class A Member is entitled for each single family Plot owned by such Member, one (1) vote.

B. Class B Member. The Class B Member has one and one-half (1.5) votes for each single family Plot it owns which is subject to this Declaration.

Section 2.04. Expiration of Class B Membership.

The Class B membership shall cease and convert to Class A membership when the Class B Member no longer owns any land in The Villages of Bonita for development or for sale in the ordinary course of business or such earlier time as Declarant, in its absolute discretion, establishes by recorded instrument executed by Declarant.

Section 2.05. Multiple Owners of a Plot.

When more than one Person holds an interest in any Plot, all such Persons shall be Members. The vote of such Plot shall be exercised as they determine, but in no event shall the vote cast for any Plot exceed the number of votes determined for the Plot under this Article of the Declaration.

Section 2.06. Transfer of Control of the Association.

Upon the expiration of the Class B membership, the Declarant shall relinquish control of the Association and the Owners of Plots other than Declarant shall accept control.

ARTICLE III
DECLARANT'S RIGHTS AND POWERS

Section 3.01. Additions to the Properties.

A. Declarant has the right and the power, but neither the duty nor the obligation, in its sole discretion, to add any lands within The Villages of Bonita to The Properties by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF PLOTS, THE NUMBER OF POTENTIAL MEMBERS OF THE ASSOCIATION, AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE ASSOCIATION.

B. At the time any additional lands are subjected to this Declaration, Declarant may also record an instrument which:

1. modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or
2. creates new provisions applicable only to such additional lands; or
3. omits the application of any of the provisions of this Declaration as to any such additional lands; or
4. does any, all, or none of the above.

C. The execution and recordation of the Declaration shall not be construed to require Declarant to subject any additional lands to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

Section 3.02. Common Areas.

A. So long as Declarant owns land in The Villages of Bonita for development or for sale in the ordinary course of business:

1. Declarant may in its sole discretion, set aside, grant a license, or other use right to real property within or without The Villages of Bonita for such purposes as are expressed in the instrument of conveyance, lease or grant of license or use. The

Association must accept from Declarant any such conveyance, dedication, lease, grant of license, or grant of use right. No such real property shall be considered to be the Association Common Area until actually so conveyed, dedicated by platting, leased or a grant of license or other use right is created by written instrument.

2. The Declarant hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Paragraph 3.02 (A)(1.) hereof. These rights, powers and easements may be exercised by the Association; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed. The Association shall not accept from any Person other than Declarant a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written consent of the Declarant.

3. The Association shall not accept from any Person other than Declarant a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written consent of the Declarant.

4. Declarant has the right, and the power, to regulate and control the external design and appearance of Common Areas in such a manner as to promote a quality environment which will preserve the value of the member's Plots and to foster the attractiveness and functional utility of The Villages of Bonita as a place to live.

B. Any real property conveyed, leased or the use of which is granted by Declarant or any third party to the Association as Common Area shall not be deemed dedicated for use by the general public shall be deemed restricted for the common use and enjoyment of Members, their guests and tenants.

C. No nuisance or obnoxious or offensive activity is permitted on any Common Area. So long as there is a Class B Member, the Declarant has the right and the power in the exercise of its reasonable discretion to determine what activities or uses are nuisances or obnoxious or offensive activity. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

D. Neither the execution and recordation of this Declaration, nor the creation of the Association or other instrument subjecting any land in The Villages of Bonita to protective covenants and restrictions shall require Declarant or any other Person to grant any right, power, duty or privilege of any nature to the Association or other entity, or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, conditions, restrictions or other provision thereof.

Section 3.03. Enforcement and Inaction.

A. So long as Declarant owns land in The Villages of Bonita for development or for sale in the ordinary course of business, Declarant shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provisions, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration and to delegate or assign either exclusively or non-exclusively any or all of its rights, power, duties or privileges hereunder to the Association, or to any Neighborhood Association, or to an Owner, or to any other Person. Failure by Declarant or by the Association, or by a Neighborhood Association or any other Owner or any other Persons to enforce any such provision shall in no event be deemed a waiver of their right to do so thereafter.

B. The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Association in any action against an Owner, his guests or tenants, to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon an Owner's Plot collectible in the manner provided in Article VI.

Section 3.04. Transfer of Declarant's Rights.

The Association shall assume Declarant's rights and obligations under this Declaration.

A. After Declarant no longer owns land in The Villages of Bonita for development or for sale in the ordinary course of business;

B. After Declarant becomes a Class A Member if the right or obligation extends to Declarant so long as it is a Class B Member;

C. At such earlier times as Declarant may elect by written assignment of a right or obligation to the Association. Declarant may revoke any such assignment, thereby allowing Declarant to reacquire the right or obligation previously assigned.

ARTICLE IV
ASSOCIATION'S RIGHTS AND POWERS

Section 4.01. Maintenance of the Association Property and Common Areas.

The Association is responsible for maintenance and repair of the following:

A. Such facilities operated and maintained for the benefit of the Plots within The Properties.

B. Any common or other areas conveyed, dedicated, or leased to or used by the Association, including any Improvements on such Common Areas.

Section 4.02. Management of the Association Property and Common Areas.

The Association's authority to manage the Association's property and Common Areas shall include:

A. The right to establish rules governing the use of the Association's property and Common Areas;

B. The right to charge reasonable admission and other fees or Assessments for private use of Association property and Common Areas which causes the Association to incur a related expense;

C. The right to suspend a Member's right to vote, and a Member's right to use Association Common Areas, for any period during which any Assessments against the member's Plot or any obligation of the Member to the Association remains unpaid, and for a reasonable period during or after any infraction of the Association's rules;

D. The right to dedicate or transfer all or any part of Association property and Common Areas to any governmental agency, public authority, or utility, as may be required or negotiated with the applicable governmental agency;

E. The right to borrow money for the purpose of improving Association property and Common Areas and in aid thereof to mortgage the same;

F. The right to take such steps as are reasonably necessary to protect Association property and Common Areas against foreclosure;

G. The right to enforce the provisions of this Declaration, or any other applicable recorded instrument adopted by the Association, including the Articles of Incorporation and Bylaws of the Association, and any rules governing use and enjoyment of the Association property or Common Areas adopted by the Association.

Section 4.03. Insurance.

The Association shall maintain insurance on the Association Property and Common Areas of such types, in such amounts and with such companies as the Association Board of Directors deems appropriate. So long as there is a Class B Member, all liability and hazard insurance policies shall name the Declarant as an additional insured.

**ARTICLE V
MEMBERS' RIGHTS AND EASEMENTS**

Section 5.01. Members' Rights and Easements.

Every Member has a right of enjoyment and use in an easement to Association Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to the rights of Declarant under Article III and the rights of the Association under Article IV. A non-exclusive easement is hereby granted over and through the Properties for ingress, egress, installation and upkeep of the equipment for providing to any portion of the Properties or adjacent real estate, any utilities, including, without limitation, water, sewer, storm water drainage, gas, electricity, telephone and television service, whether public or private; such easement is hereby granted to any Person installing or providing upkeep for the aforesaid.

Section 5.02. Side Yard Easements.

All platted lots and tracts within the subdivision entitled "The Villages of Bonita" shall carry a 3.5 foot wide easement on the adjoining lot or tract where a side lot or tract line is contiguous with an original principal structure. This easement shall be typically 3.5 feet wide and parallel to the contiguous side lot or tract line or shall terminate and/or commence 3 feet beyond the front and rear of the contiguous original principal structure and terminate and/or commence at this point perpendicular to the contiguous side lot or tract line (see attached Exhibit "B" for easement detail).

Said easement shall be for purposes of use of the easement areas by the lot owner whose original principal structure is contiguous with a lot or tract line. The use of this easement shall be for the purpose of installation, maintenance, repair, access to and access of and to the principal structure including but not limited to foundations, roof overhangs, building walls, and (storage unit) air conditioning equipment. This easement shall additionally be for the purpose of allowing unimpeded surface water flow from the lot whose principal structure is contiguous with a lot or tract line and accepting rainwater runoff from the contiguous principal structure's roof overhang.

Section 5.03. Driveway.

The Owner of each Plot shall have an exclusive easement over any portion of the Common Areas crossed by his driveway.

Section 5.04. Ingress and Egress.

A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees, for pedestrian traffic over, through, and across

sidewalks, streets, paths, walls, and other portions of the Common Areas as from time to time may be intended pedestrian traffic over, through, and across such portions of the Common Areas as from time to time may be paved or intended for such purposes, or for purposes of ingress and egress to the public ways.

This easement shall also exist over any portion of a sidewalk which is part of a Plot and not part of a common area if such sidewalk is intended for use by pedestrian traffic.

Section 5.05. Delegation of Right.

A. A Member may delegate his right of use and easement to Common Areas to the Members of his family, to Residential tenants who reside on the member's Plot and to the Member's guests, but subject to conditions, limitations and restrictions as maybe provided for in the Bylaws and under the Association's rules and regulations.

B. Each Member is responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such member's Plot. Any infraction of the Association's rules and regulations by such Person is deemed to be an infraction by such Member.

ARTICLE VI ASSESSMENTS

Section 6.01. Creation of the Lien and Personal Obligation.

A. Each Owner of any Plot, by acceptance of a deed therefor, whether or not it is expressed in such deed, covenants and agrees to pay to the Association Annual Assessments and Special Assessments for capital improvements as may be determined by the Board of Directors of the Association.

B. The Annual and Special Assessments, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such Assessment is levied.

C. Each such Assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall be the personal obligation of the Person who was the owner of the Plot at the time such Assessment fell due and any due and unpaid Assessments shall also be the personal obligation of each Person who becomes the Owner of the Plot. Each Owner, by acceptance of a deed for a Plot, personally covenants and agrees to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation survives any conveyance.

D. Delinquent Assessments shall bear interest at the maximum rate allowed by law from the date when due until paid.

E. The lien of Assessments is considered a restriction and servitude running with the land.

Section 6.02. Annual Assessment.

A. An Annual Assessment shall be levied against all Plots for the purpose of performing the duties and obligations of the Association specified herein or by operation of law. The method of levying and the amount of such Assessment shall be determined in accordance with the Bylaws of the Association.

B. The Association may collect a partial Annual Assessment in an amount lower than that approved and thereafter collect supplemental Annual Assessments in an assessment year, provided that the sum of all partial Annual Assessments collected in the assessment year does not exceed the amount approved under the Bylaws.

Section 6.03. Commencement of Annual Assessments.

A. Except as provided in Section 6.05 below, Annual Assessments levied under Sections 6.02 on a Plot shall commence on the first day of the month following the sale of such Plot by Declarant.

B. The first Assessment shall be adjusted according to the number of months remaining in the assessment period.

Section 6.04. Special Assessment.

In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment 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 on the Association's property or Common Areas, including fixtures and personal property related thereto, any other major unanticipated cost incurred by the Association. Such Assessments shall be levied, approved and commence in accordance with the Bylaws.

Section 6.05. Declarant Assessment.

Until the Class B membership expires, the Declarant is exempt from the payment of any Assessments levied under Section 6.03 and 6.04. In lieu of such Assessments, the Declarant shall pay an Assessment for all Plots it owns in an amount equal to the budget deficit, if any, of the Association. Such deficit is the difference between the amount collectible from other

assessable Plots and the budgeted operating expenses, with the exception of the reserves, of the Association. Reserves requirements are not applicable to the Declarant.

Section 6.06. Exempt and Partially Exempt Property.

A. The following property is exempt from the payment of any Assessments:

1. Any property owned by or leased to the Association.
2. The Common Areas.

Section 6.07. Lien.

A. If any Assessment, or any installment thereof, is not paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter record in the Public Records a Claim of Lien against the Plot for which the Assessment was due and bring an action to foreclose the lien in the manner in which mortgages on real property are foreclosed. The Association may also bring an action at law against an Owner to pay his personal obligations to the Association.

B. The Claim of Lien shall include a description of the property encumbered, the Owner's name, the amount due and the date when due.

C. No Owner may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of his Plot.

Section 6.08. Priority and Extinguishment of the Lien.

A. The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the Plot in question given by the Owner to an Institutional Mortgagee unless a Claim of Lien is recorded before said mortgage.

B. If the lien herein created is extinguished it may be reallocated and assessed to all of the Plots in the Properties. Any sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Plot from liability for, nor the Plot from the lien of, any Assessments arising thereafter.

ARTICLE VII RESTRICTIONS

Section 7.01. Use Restrictions.

Except as otherwise noted herein, these use restrictions apply to all Plots in the Properties.

A. Plots shall only be used for residential dwelling units.

B. So long as Declarant owns property in The Villages of Bonita for development or for sale in the ordinary course of business, Declarant may use one or more Plots or any portion of the Common Areas to be used or maintained as a sales and/or leasing office, for model homes, and for such parking as Declarant deems necessary for the operation of such sales and/or leasing offices and /or model homes so long as such use is not prohibited by the PUD. No other commercial activity or professional business is permitted on any Plot.

Section 7.02. Plans, Specifications and Locations of Structures.

A. Declarant may establish and, from time to time, modify, standards for the control of the design of all structures and other work within The Villages of Bonita. Such standards may require the posting of deposits to ensure that all work is completed in accordance with the standards.

B. No structure shall be commenced, erected, improved or altered, nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of any structure or Plot or of any Common Area be done, without the prior written approval of the Declarant.

C. Each Owner shall, before the commencement of any construction, submit to Declarant such design proposals and construction plans and specifications as required by the architectural guidelines and standards established by Declarant. Declarant shall review and approve, reject or approve, subject to change, such plans, proposals and specifications in accordance with the guidelines. Failure to obtain written approval of Declarant of all such plans, proposals and specifications before the commencement of any construction is a material breach hereof and Declarant has the right, in addition to any other right permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said written approval be torn down or removed promptly.

D. The approval, rejection or withholding of any approval by Declarant of plans, proposals and specifications and the location of all structures shall not be construed as a representation or determination by Declarant that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met

by the Owner. Each Owner is responsible for obtaining all necessary technical data and to make other appropriate governmental agencies applications and obtain necessary approvals prior to commencement of any work or construction.

E. Declarant has no duty, responsibility or liability to any Owner or to any other Person whomsoever in respect to the exercise to its rights or the failure to exercise its rights. Declarant may reject plans, proposals and specifications based on any grounds or reason, including purely aesthetic grounds, in its sole and absolute discretion. Declarant's decision to approve, reject or withhold its approval of such work may, in the sole exercise of its discretion, be based upon:

1. the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design;
2. the character of the exterior materials;
3. the planned quality of the exterior workmanship;
4. Declarant's design and construction standards;
5. the PUD; or
6. any other material and relevant factors.

Section 7.03. Colors.

No exterior colors on any structure are permitted that, in the sole judgment of the Declarant, would be disharmonious or incongruous with the Properties. Any future exterior color changes desired by Owner must be first approved in writing by the Declarant under Section 7.02.

Section 7.04. Prohibited Structures.

No structure of any kind that is commonly known as "factory-built," "modular," "mobile home", storage shed, or still type of construction shall be erected without the prior written permission of the Declarant.

Section 7.05. Landscaping.

All areas not covered by structures, walkways, or paved parking facilities, or which are not enclosed by walls or fences, or are not approved natural landscape areas, shall be maintained as lawn or landscape areas with underground sprinkler systems, to the pavement edge of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any types shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall

be accomplished in accordance with a plan approved by the Declarant. All required lawns and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency.

Section 7.06. Driveways and Parking Areas.

Driveways and parking areas must be constructed with materials as approved in writing by the Declarant.

Section 7.07. Garages.

The garage doors shall remain closed at all times except when being used for ingress and egress. Repair of vehicles is permitted only inside the garage.

Section 7.08. Underground Utility Lines.

All electric, telephone, gas and other utility lines must be installed underground, with the exception of transformers, storage tanks, junction boxes and other such equipment.

Section 7.09. Antennas and Flagpoles.

No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (Ham) antennas are permitted except as approved in writing by the Declarant. Satellite dishes no more than 18 inches in diameter and not visible from the road are permitted. Any other satellite television reception device may not be used unless approved in writing by Declarant. A flagpole for display of the American flag or any other flag shall be permitted if first approved in writing by the Declarant. Both its design and location must be first approved in writing by the Declarant. An approved flagpole shall not be used as an antenna.

Section 7.10. Temporary and Accessory Structures.

No temporary structures are permitted. Adequate landscaping shall be installed and maintained by the Owner around any temporary structure in sufficient density so that it shall not be readily visible from any adjacent street or properties. No accessory structure is permitted except with the prior written approval of the Declarant.

Section 7.11. Outdoor Equipment.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so as not to be readily visible from any adjacent streets or properties or adequate landscaping shall be installed around these facilities and maintained by the Owner.

Section 7.12. Air Conditioning and Heating Equipment.

All air conditioning and hearing units shall be shielded and hidden so as not to be readily visible from any adjacent streets or properties. Wall air conditioning units may be permitted only open the prior written approval of the Declarant. Window air conditioning units are not permitted.

Section 7.13. Solar collectors.

Declarant shall approve the location of and materials used in the construction of solar collectors.

Section 7.14. Signs.

No signs, freestanding or otherwise installed, shall be erected or displayed on any Plot or structure by an Owner. This prohibition shall not apply to model homes or homes under construction.

Section 7.15. Walls, Fences and Shutters.

No walls or fence shall be constructed on any Plot until its height and location are first approved in writing by the Declarant. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Declarant, whose decision is final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless approved by Declarant. Roll up type shutters which are affixed to a structure are permitted but must be kept up, except on a temporary basis unless otherwise approved by Declarant.

Section 7.16. Lighting.

All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by the Declarant.

Section 7.17. Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

A. No Commercial vehicle of any kind is permitted to be parked on a Plot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance.

B. No truck, commercial vehicle, or recreational vehicle is permitted to be parked overnight unless kept fully enclosed inside a structure. Truck, as used herein, is defined as a commercial vehicle, and does not include small pickups, customized vans, and other such vehicles customarily used for personal transportation and not business use. "Commercial

vehicle" includes, but is not limited to, any truck or van which displays a company name or logo on the exterior.

C. No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle is permitted to be parked for more than 48 hours or stored on a Plot unless kept fully enclosed inside a structure.

D. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily.

E. Paragraph A through D shall not be deemed to prohibit any temporary facility permitted pursuant to Section 7.10.

Section 7.18. Pets and Animals.

A. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the Owner's Plot and are not permitted to roam freely. Commercial activities involving pets are not allowed.

B. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animals shall be kept on any of the Properties.

Section 7.19. Maintenance of Premises.

In order to preserve the value of all property owners in The Villages of Bonita, no weeds, underbrush or other unsightly growth is permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be placed or allowed to remain upon any Plot. All lawns, landscaping and sprinkler systems and any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

Section 7.20. Water Management, Lake and Preserves Areas.

A. No structure of any kind shall be constructed or erected, nor shall an Order in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management, lake or preserve area reserved for, or intended by Declarant to be reserved for, drainage ways, sluiceway or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the Association and the Declarant.

B. An Owner shall not prevent ingress and egress by Declarant or the Association, or any agent thereof, to water management, lake and preserve areas for maintenance or landscape purposes. Right of ingress and egress, and easements therefor, are hereby reserved and created

in favor of the Declarant, the Association; and any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

C. No Plot shall be increased in size by filling in any water management, lake or preserve area on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established water management, lake and preserve areas that have been or may be created by easement without the prior written consent of the Association and the Declarant.

Section 7.21. Nuisances.

Nothing shall be done which may be or may become an annoyance or nuisance to any Person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question about the interpretation of this Section shall be decided by the Association whose decision shall be final.

Section 7.22. Declarant's and the Association's Exculpation.

The Association and Declarant may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to Owner or any other person for any reason, and any permission or approval granted shall be binding upon all Persons.

Section 7.23. Subdivision and Regulation of Land.

A. No Plot shall be divided or subdivided without the express written consent of Declarant, who may impose certain requirements on an Owner to comply with the provisions of Declarant's master development plan. Declarant shall assign the number of dwelling units for each Plot, which limits shall not be increased by any Owner and shall not be exceeded without the prior express written approval of Declarant, which approval may be denied in the sole discretion of Declarant. Any action taken by Declarant or an Owner pursuant to this paragraph shall be in accordance with the PUD.

B. An Owner shall not inaugurate or implement any variation from, modification to or amendment of the master development plan as shown in the PUD or any other governmental plans, land development regulations, development orders or development permits applicable to The Villages of Bonita or to any Plot, without the prior written approval of Declarant.

Section 7.24. Height. No dwelling unit or structure shall exceed two (2) stories in height above finished grade of the Plot.

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Section 7.25. Owner and Member Compliance.

A. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, and Persons to whom an Owner has delegated his right to use any Association Common Area or property, but also to any other Person occupying an Owner's Plot under lease from the Owner or by permission or invitation of the Owner or his tenants, licensees, invitees or guests.

B. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions and other provisions of this Declaration shall not in any way act to limit or divest the right of Declarant or the Association to enforce the provisions of this Declaration. The Owner shall be responsible for any violations of these provisions by his tenants, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

**ARTICLE VIII
PROPERTY MAINTENANCE**

Section 8.01. Purpose and Authority.

The Association shall regulate the maintenance of the Properties and the Improvements thereon to create and conserve a quality environment for the Owner and occupants and to protect the investment and enhance the value of the Properties.

Section 8.02. Maintenance Requirements.

A. To protect property values and to conserve the environment, maintenance of any of the Association's Common Areas, the restrictions and guidelines established pursuant to this Article and Article VII.

B. The Declarant is entitled to enforce the provisions of the Article if the Association fails to do so. The provisions of Section 3.04 shall apply to this paragraph.

**ARTICLE IX
GENERAL PROVISIONS**

Section 9.01. Public Facilities.

A. In order to supplement the public facilities and services that are furnished by any local governmental agency, and to provide additional facilities and services that may not be otherwise available, Declarant is authorized and empowered by all of the Owners, when Declarant in its sole discretion determines that it is necessary or desirable, to act on their behalf

to provide or contract with other persons for the installation of a water plant and supply system, irrigation water system, gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs, bike paths, sidewalks, street lights, and any other facilities and services ("facilities and service") customarily furnished or provided by Declarant hereunder and any facilities owned by Declarant may, in Declarant's discretion, may be transferred to the Association. Owners of Plots are not permitted to utilize any outside services if such services are provided by the Declarant or the Association pursuant to this Article or Article IV.

B. No Owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of Declarant and the Association.

Section 9.02. Declaration of General Protective Covenants Run With the Land.

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind The Properties subject hereto and shall inure to the benefit of the Declarant or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. These covenants, conditions, restrictions and other provisions shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Plots is recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

Section 9.03. Non-liability of Declarant.

The Declarant shall not be held liable or responsible for any violation of these covenants, conditions, restrictions or other provisions by any person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part.

Section 9.04. Amendment.

This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of Lee County, subject however, to the following provisions:

A. Except as provided hereinbelow, an amendment initiated by any party other than Declarant must obtain the approval of at least seventy-five percent (75%) of the outstanding votes of the Membership not including the votes of the Class B Member; provided however, that until such time as the Declarant relinquishes control of the Association as described hereinabove, all amendments must include the joinder of Declarant.

B. This Declaration may be amended upon the initiation of Declarant, at any time, upon approval of at least fifty-one percent (51%) of the outstanding votes of the Membership not including the votes of Class B Member; provided however, that the Declaration may be amended by Declarant, at any item and without the joinder and consent of Owners, Institutional Mortgagees, or any other party, for the purposes of (i) subjecting additional real property to the

provisions hereof, (ii) complying with the requirements of government authorities and lenders, and (iii) making non-major modifications and/or additions to the covenants, conditions and restrictions provided the same do not substantially conflict with the PUD or the overall scheme of development.

C. No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Plot, or to affect or impair the rights granted herein to Institutional Mortgagee owning and holding the mortgage encumbering the Plot, which consent shall be executed with the formalities required for deeds and record with the amendment.

D. Any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have prior approval of the South Florida Water Management District. Any amendment which would affect any of the requirements of the PUD must have the prior approval of the Lee County Board of County Commissioners.

E. Any duly adopted amendment to this Declaration shall run with and bind the Plots for the same period and to the same extent as do the covenants and restrictions set forth herein.

Section 9.05. Other Documents.

Declarant, the Association, or any other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity. However, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

Section 9.06. Severability.

If any covenant, condition, restriction or other provision of this Declaration is determined to invalid or is invalidated in whole or in part by any court of competent jurisdiction, then such invalidation shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

Section 9.07. Dissolution.

If the Association is dissolved, in accordance with the terms of its Articles of Incorporation, each Plot shall continue to be subject to the Annual Assessment specified in Article VI and each Owner shall continue to be personally obligated to Declarant or the Successor or assigns of the Association as the case may be, for such Assessment to the extent that such Assessments are required to enable Declarant or any such successor or assign acquiring any real property previously owned by the Association to properly maintain, operate and

preserve it. The Provisions of this Section 9.07 shall only apply with regard to the maintenance, operation and preservation of property which has been Association Common Area and continues to be so used, as otherwise provided for in Article IV for the common use, enjoyment and benefit of the Owner.

Section 9.08. Gender.

Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender is deemed to include all genders.

Section 9.09. Notices.

A. To Declarant. Notice to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business or at any other location designated by Declarant.

B. The Association. Notice to the Association as may be required herein or by the Bylaws of the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Association.

C. To Owner. Notice to any Owner of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the owner at the address shown on the tax rolls of Lee County, Florida, or if not shown thereon, to the address of the Owner, as shown on the deed recorded in the Public Records of Lee County, Florida.

Section 9.10. Construction.

The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the PUD and the purposes set forth herein, including the Preamble.

Section 9.11. Waiver.

Failure of the Declarant or Association to enforce, cite, or otherwise allow any violation of any of these covenants, conditions, or restrictions shall not operate to waive said covenant, condition, or restrictions in such an instance or in any subsequent instances.

IN WITNESS WHEREOF, Villages of Bonita, Inc., a Delaware corporation, does hereby execute this Declaration of General Protective Covenants and Restrictions in its name by its undersigned authorized officer and affixes its corporate seal hereto this 24th day of October, 1996.

Donna M. Owen
Witness

Ronald H. Beer
Witness

STATE OF Florida
COUNTY OF Lee

VILLAGES OF BONITA, INC.

By: David A. Pharo

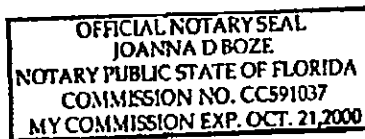
Its: PRESIDENT
(Corporate Seal)

Attest: _____

Its: _____

The foregoing instrument was acknowledged before me this 24th day of October, 1996, by DAVID A. PHARO and _____, as PRESIDENT, respectively, of VILLAGES OF BONITA, INC., a Delaware, corporation, on behalf of the corporation.

PERSONALLY KNOWN
Joanna D. Boze
Notary Public
My Commission Expires: _____



dec12.mst
October 23, 1996 10:22am kg

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LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.83°40'37"W. ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, FOR A DISTANCE OF 192.20 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF C.R. 887 (OLD U.S. 41) (FORMER S.R. 45) A 100' RIGHT-OF-WAY; THENCE RUN N.45°27'40"W. ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 880.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.45°27'40"W. ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 973.15 FEET; THENCE RUN N.45°29'57"W. ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1610.88 FEET; THENCE RUN N.46°53'19"E. FOR A DISTANCE OF 1321.39 FEET; THENCE RUN S.45°29'28"E. FOR A DISTANCE OF 2336.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COCKLESHELL DRIVE, A 60' RIGHT-OF-WAY, ALSO BEING A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.01°00'13"E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, FOR A DISTANCE OF 271.09 FEET; THENCE RUN S.44°32'20"W. FOR A DISTANCE OF 1130.56 TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED C.R. 887, ALSO BEING THE POINT OF BEGINNING, CONTAINING 77.07 ACRES, MORE OR LESS.

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4374227

**AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGES OF BONITA**

THIS AMENDMENT TO THE DECLARATION is made this 10 day of April, 1998, by Villages of Bonita, Inc. a Delaware corporation, hereinafter referred to as "Declarant".

RECITALS

- A. Declarant is the Declarant under the Declaration of Covenants, Conditions and Restrictions for the Villages of Bonita dated October 24, 1996, and recorded in Official Records Book 2759, Page 2400, et. seq., of the Public Records of Lee County, Florida (the "Declaration").
- B. The Declarant is the Owner and holder of at least one (1) Lot, as defined in and covered by the Declaration, which has not been sold by the Developer.
- C. Pursuant and subject to section 11.5 of the Declaration, the Declarant has the right to amend the Declaration at any time prior to the time that all of the Lots covered by the Declaration have been sold. Said section 11.5 of the Declaration also provides that any such amendment shall relate back to and become effective as of the date of recording of the Declaration.
- D. Declarant desires to and hereby amends the Declaration as follows:

NOW, THEREFORE, the Declaration is hereby amended as follows:

- 1) Each of the foregoing recitals is incorporated herein by reference as a declaration by the Declarant.
- 2) All capitalized terms used in this amendment not otherwise specifically defined herein shall have the same meanings as are ascribed thereto in the Declaration.
- 3) Section 5.1 of the Declaration is hereby amended to delete from the sixth (6th) line thereof the parenthetical phrase: "(excluding roof leaks)".

RECORDED BY
CINDY KELLER, D.F.

OR2950 Pg 1485

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of this
10 day of April, 1998.

Signed, sealed and delivered in the presence
of the following witnesses:

WITNESSES:

VILLAGES OF BONITA, INC.

Victoria L. Blackburn

VICTORIA L. BLACKBURN
Printed Name

Anthony DeLuca

ANTHONY DeLUCA
Printed Name

STATE OF Florida

COUNTY OF Lee

By: R. Stephen Pate

R. STEPHEN PATE
VICE PRESIDENT
Printed Name and Title

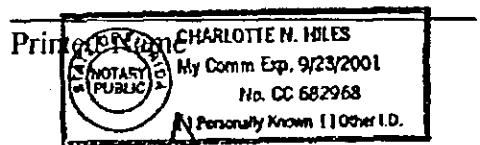
The foregoing instrument was acknowledged before me this 10 day of
April, 1998, by R. Stephen Pate as the
Vice President of Villages of Bonita, Inc., a Delaware corporation, on behalf of
the corporation. He/she is personally known to me or produced
as identification.

Charlotte N. Hiles
Notary Public

My Commission expires:

This instrument prepared by:

✓ R. Scott Price, Attorney-at-Law
Kelly, Price, Passidomo & Siker
2640 Golden Gate Parkway
Suite 315
Naples, Florida 34105



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CHARLIE GREEN, CLERK
LEE COUNTY, FL
98 APR 22 PM 4:49