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BONITA LAKES

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ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THE DOCUMENTS IN THIS DOCUMENT BOOK.

SITE PLANS USED BY THE SELLER IN ITS MARKETING EFFORTS ILLUSTRATE THE TYPES OF FACILITIES THAT MAY BE CONSTRUCTED ON THE COMMON AREAS, BUT SUCH SITE PLANS ARE NOT A GUARANTEE OF WHAT FACILITIES WILL ACTUALLY BE CONSTRUCTED. EACH OWNER SHOULD NOT RELY ON ANY SITE PLAN USED FOR ILLUSTRATION PURPOSES AS THE DECLARATION GOVERNS THE RIGHTS AND OBLIGATIONS OF SELLER AND OWNERS WITH RESPECT TO COMMON AREAS.

PREPARED BY AND RETURN TO

1999R100881 1999 FEB 25

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**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS
FOR BONITA LAKES**

THIS DOCUMENT IS RECORDED IN BOOK 18493 ON PAGES 2982 THRU 3093 OF THE DADE COUNTY OFFICIAL RECORDS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS FOR BONITA LAKES ARE RECORDED IN THE FOLLOWING BOOK AND PAGE NUMBERS: Book 15664 page 2731, book 15817 page 2944, book 15629 page 1956, book 15860 page 1832, book 16249 page 3001, book 16313 page 1982, book 16319 page 40, book 16574 page 3743, book 16710 page 796 and book 17944 page 1554.

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**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS
FOR BONITA LAKES**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS FOR BONITA LAKES (this "Declaration") is made on the date hereinafter set forth by Lennar land partners, a Florida general partnership ("Lennar") and in joint in by Bonita Lakes, property Owners Association, Inc., a Florida, not-for-profit corporation ("Association").

RECITALS:

- A. Lennar Homes, Inc. ("Lennar Homes") recorded that certain Declaration of Covenants, Restrictions, Easements, Charges and the Liens for Bonita Lakes, in Official Record Book 15629 at Page 1956 in the Public Records of Miami-Dade County, Florida (the "Original Declaration").
- B. The original Declaration is subsequently amended by the following documents:
1. Amendment added to Declaration of Covenants, Restrictions, Easements, Changes and Lien recorded in Official Records Book 15664 at Page 2731 in the Public Records of Miami-Dade County, Florida (the "First Amendment").
 2. Second Amendment to Declaration of Covenants, Restrictions, Easements, Changes in Liens for Bonita Lakes recorded in Official Records Book 15817 at Page 2944 in the Public Records of Miami-Dade County, Florida ("the Second Amendment").
 3. Corrective Certificate, recorded in Official Records Book 15860 at Page 1832, and the Public Records of Miami-Dade County, Florida (the "Certificate");
 4. Third amendment Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bonita Lakes recorded in Official Records Book 16249 at Page 3001 in the Public Records of Miami-Dade County, Florida (the "Third Amendment") ;
 5. [Forth] Amendment to Declaration of Covenants Restrictions, Easements, Charges and Liens for Bonita Lakes recorded in Official Records Book 16313 at Page 1982 in the Public Records of Miami-Dade County, Florida (the "Fourth Amendment"); and
 6. Reaffirmation of Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bonita Lakes recorded in Official Records Book 16319 at Page 40 in the Public Records of Miami-Dade County, Florida (the "Reaffirmation").
 7. [Fifth] Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bonita Lakes recorded in Official Records Book 16574 at Page 3743 in the Public Records of Miami-Dade County, Florida (the "Fifth Amendment");
 8. [Sixth] Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bonita Lakes recorded in Official Records Book 16710 at Page 0796 in the Public Records of Miami-Dade County, Florida (the "Six Amendment");

The foregoing documents, together with the original Declaration, shall hereinafter be collectively referred to as the "Original Homeowners Documents".

C. Lennar Homes subsequently assigned all of its rights as Developer under the Original Homeowners Documents to Lennar pursuant to that certain Assignment of Developer Rights of Bonita Lakes, recorded in the Original Records Book 17944 at Page 1554 in the Public Records of Miami-Dade County, Florida.

D. Pursuant to Section 2 of Article XIII of the Original Declaration, as amended by the Second Amendment, the Original Homeowner's Documents can be amended by the Developer without the joinder of Association or any of its members. Lennar, as Developer, has determined that the Original Homeowners Documents should be amended and restated in their entirety.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Lennar hereby declares that the real property described in Exhibit 1 attached hereto and made a part hereof ("Bonita Lakes") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

1 Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2 Original Homeowners Documents. This Declaration hereby replaces the Original Homeowners Documents in their entirety. This Declaration shall relate back to and be deemed effective from the date upon which the Original Declaration was recorded.

3. Definitions.

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee established pursuant to Section 21 hereof.

"Access Control System" shall mean any system intended to control access to Bonita Lakes. By way of example, and not of limitation, the term Access Control System may include electronic entrance arms.

"Articles" shall mean the Amended and Restated Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof.

"Assessments" shall mean any assessments made in accordance with this Declaration as further defined Section 19.1 hereof.

"Association" shall mean the Bonita Lakes Property Owners Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards.

"Basic Service" shall mean "basic service tier" as described in Section 62(b)(7)(A) of the cable Television Consumer Protection Act of 1992.

"Board" shall mean the Board of Directors of Association.

“Bonita Lakes” shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Bonita Lakes.

“Builder” shall mean any person or entity that purchases a Lot from Developer for the purpose of building one or more Homes.

“By-Laws” shall mean the Amended and Restated By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof.

“Class A Member” shall have the meaning set forth in Section 8.4 hereof.

“Class B Member” shall have the meaning set forth in Section 8.4 hereof.

“Club” shall mean Bonita Lakes Beach Club, including the land and club facilities provided for the Owners pursuant to the provisions of Club Covenants.

“Club Charges” shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Covenants including, without limitation, the Membership Dues and Club Operating Costs.

“Club Covenants” shall mean the Amended and Restated Bonita Lakes Beach Club Covenants together with all amendments and modifications thereof. A copy of the Amended and Restated Club Covenants is attached hereto as Exhibit 4 and made a part hereof. This Declaration is subordinate in all respects to the Club Covenants.

“Club Operating Costs” shall have the meaning set forth in the Club Covenants.

“Club Owner” shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is Lennar Homes, Inc.

“Common Areas” shall mean all real property interests and personality within Bonita Lakes designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Bonita Lakes. The Common Areas may include, without limitation, the Perimeter Wall, ingress-egress easements, open space areas, internal buffers, perimeter buffers, improvements, easement areas owned by others, additions, lakes, recreational areas, irrigation pumps, irrigation lines, parks, sidewalks, walkways, streets, street lights (within real property designated as part of the Common Areas), service roads, commonly used utility facilities, project signage, parking areas, site lighting at entrance, entrance-ways, features, entrance gates (if any) and gatehouses (if any). The Common Areas do not include any portion of a Home or the Club. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

“Community Completion Dade” shall mean the date upon which all homes in Bonita Lakes, as ultimately planned and as fully developed, have been conveyed by Developer to Owner.

“Community Standards” shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 21.5 hereof.

“Contractors” shall have the meaning set forth in section 21.12.2 hereof.

“Declaration” shall mean this Declaration together with all amendments and modifications thereof.

“Developer” shall mean Lennar and any of its designee’s successors and assigns who receive a written assignment of all or some of the rights of the Developer hereunder. Such assignment need not be recorded in the public records to be effective. In the event of such a partial assignment, the assignee shall not be deemed developer, but may exercise such rights of developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

“Development Plan” shall mean collectively any full or partial concept plan for the development of Bonita Lakes, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Development Plan is subject to change as set forth herein. The Development Plan is not a representation by Developer as to the development of Bonita Lakes or its amenities, as Developer reserves the right to amend all or part of the Development Plan from time to time.

“District” shall mean the South Florida Water Management District.

“Expanded Basic Service” shall mean video programming services offered in addition to basic service, excluding premium channels.

“Front Yard” shall mean the portion of the yard of a single-family home between the front of the Home and the road, providing asked access to such Home. In the event that there is any question about what portion of the single-family home is part of the front yard, the Association's determination shall be final.

“Home” shall mean each residential home and appurtenances thereto constructed on a Lot within Bonita Lakes. The term Home may not reflect the same division of property as reflected on the plat. A home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; provided, however, the subsequent loss of such certificate of completion (*e.g.*, by casualty or remodeling) shall not affect the status of a “Home”, or the obligations of the Owner to pay Assessments with respect to such Home. The term “Home” includes an interest in land, improvement, or other property appurtenant to the Home.

“Individual Assessment” shall have the meaning set forth in section 19.2.5 hereof.

“Institutional Mortgagee” shall mean a bank, mortgage company, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States government, or real estate or mortgage investment trust, or a lender and generally recognized in the community as an institutional type lender holding a first mortgage on the Home or a Lot. The term lender shall also include Developer or a designee of Developer, where Developer or its designee is the holder of a mortgage on a Home, a Lot, or on any portion of Bonita Lakes.

“Lake Slope Maintenance Standards” shall have the meaning as set forth in section 13.7 hereof.

“Lawn Maintenance Standards” shall have the meaning set forth in section 14.7.

“Lennar” shall mean Lennar land partners, a Florida general partnership.

“Lot” shall mean one or more platted or unplatted lots, tracts, units or other subdivision or real property upon which a Home has been, or will be constructed. Once improved, the term Lot shall include all improvements thereon and appurtenances thereto. The number of Lots in an in an unplatted area at any time shall be the number of Homes approved by Miami-Dade County for that unplatted area at such time.

“Membership Dues” shall mean the fee to be paid to the Club Owner by each Owner pursuant to the provisions of this Declaration and the Club Covenants.

“Monthly Assessments” shall have the meaning set forth in section 19.1.1 here in of.

“Operating Costs” shall mean all cost and expenses of Association and the Common Areas including, without limitations, all cost of Ownership; alterations; maintenance; repair; improvements; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System; all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Service Provider from Telecommunications Services furnished to all Owners; utilities; common water, sewer, trash removal, and other common utilities, governmental, or similar services for the homes which are not separately metered or charged to the Owners, or which Association determines to pay and common in the best interests of the Owners; taxes; insurance; bonds; Access Control System costs; salaries; management fees; professional fees; service costs; and supplies; maintenance ; repairs; replacement ; refurbishment; and any and all cost relating to the discharge of the obligations hereunder and/or under the Club Covenants, or as determined to the part of the operating costs by Association. By way of example, and not of limitation, operating costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

“Owner” shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term “Owner” shall not include developer or builder (until the class B. membership terminates), club owner, or a Institutional Mortgagee.

“Party Wall” shall mean any fence or wall built as part of the original construction of two or more Homes, which is placed on the dividing line or plat of the lot line between such Homes.

“Perimeter Wall” shall mean any wall or fence installed by Developer on the rear of a Lot which forms part of the perimeter boundaries of Bonita Lakes.

“Plat” shall mean any plat of any portion of Bonita Lakes filed in the Public Records, as the same may be amended by Developer, from time to time.

“Premium Channels” shall mean any channel recognized in the industry as premium including, without limitations, HBO, Showtime, Disney, Cinemax and the movie Channel.

“Public Records” shall mean the public records of Miami-Dade County, Florida.

“Reserves” shall have the meaning set forth in Section 19.2.4 hereof.

“Rules and Regulations” shall mean the Rules and Regulations governing Bonita Lakes as adopted by the Board from time to time.

“Special Assessments” shall mean those assessments, more particularly described as special assessments in Section 19.2.2 hereof.

“Telecommunications Provider” shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Service, there may be one or more Telecommunications Providers. By way of example, with respect to multichannel video programming service, one Telecommunications Provider may provide Association, such service, while another may own, maintain and service the Telecommunications System, which allows delivery of such Multichannel Video Programming Service Channels.

“Telecommunications Services” shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange Co., intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunications Services may include the provisions of the following services: Toll Calls, Data Transmission Services, Basic Service, Expanded Basic Service and premium Channels.

“Telecommunications Systems” shall mean all facilities, items and methods required and/ or used in order to provide Telecommunications Services to Bonita Lakes. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optics or other materials), conduits, passive and active electronic equipment, pipes wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head and antennae, earth station (s), appurtenant devices, network facility areas necessary and appropriate to support provisions of local exchange services and/or any other item appropriate or necessary to support provisions of telecommunications services. Ownership and/or control of all of a portion of any part of the Telecommunication Service may be bifurcated among network distribution architecture, system head-end equipment, and after appurtenant devices (e.g., individual adjustable cable units).

“Title Documents” shall have the meaning set forth in section 26.7 hereof.

“Town Home Building” shall mean a single structure containing multiple homes in which the homes are separated by Party Walls.

“Turnover Date” shall have the meaning set forth in section 8.8 hereof.

“Use Fees” shall have the meaning set forth in section 19.1.3 hereof.

“Working Capital Fund” shall have the meaning set forth in section 19.11 hereof.

“Zero Lot Line Wall” shall mean a wall built directly on the lot line, which forms part of a Home commonly known as a zero lot line. If there is any question about whether a Home is a zero lot line

residence, or which portion of the residence is a Zero Lot Line Wall, the Association's determination shall be final.

4 Plan of Development. The planning process for Bonita Lakes is an ever - evolving one and must remain flexible in order to be responsible and to accommodate the needs of Developer's, buyers. The existence at any point in time of walls, landscape screens, or berms is not a guarantee or promise that such item will remain or form part of Bonita Lakes as finally developed. Bonita Lakes is located within 600 ft. in an environmentally sensitive pineland natural forest community and approximately SW 144th St. and SW 127th Ave. The pineland may be subject to periodic ecological required burning every three (3) years

5 Amendment.

5.1 General Restrictions. Until the Community Completion Date, no amendment to this Declaration shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. The amendment shall alter the provisions of this Declaration benefiting Institutional Mortgagees without the prior approval of the Institutional Mortgagee's (s), enjoying the benefits of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulations for any amendments to this Declaration, then the prior written consent of such entity or agency must also be obtained. Notwithstanding the foregoing provisions of this section, no provisions relating to assessment, liens or affecting the Association's duties with respect thereto, including, but not limited to, those specified in section 19 of this Declaration, may be amended or terminated without the written consent of Miami-Dade County, and any such amendment or termination requires the written approval of the Miami-Dade County attorney before such amendment or termination takes effect. No amendment shall be effective until it is recorded in the public records.

5.2 Amendments Generally. Subject to the general restrictions on the amendments as set forth above, this Declaration may be amended, as provided in section 6.1 hereof, as provided in section 6.3 hereof, or with the approval of two thirds of the Owners for the purpose of this section only, Developer and Builder shall be deemed to be an Owner with respect to each Lot or Home owned by Developer and Builder.

6 Annexation and Withdrawal.

6.1 Annexation by Developer. Prior to August 20, 2007, additional real property may be made part of Bonita Lakes by Developer. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owner or any Institutional Mortgagee's of any Lot or Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration and the Public Records. Such additional lands may contain Condominiums, Lots or Common Areas. The amendment shall subject the annexed land to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Bonita Lakes. Such amendment may contain additions to, or modifications of, the covenants, conditions, the restrictions contained in this Declaration as deemed appropriate by Developer and has may be necessary to reflect the different character, if any, of the annexed lands. Such amendments shall not require the consent or approval of Association, Owners, Institutional Mortgagee's or any other person or entity. Annexations of additional properties into Bonita Lakes, dedication of Common Areas, the amendments of this Declaration so as to materially affect the rights of Owners shall require the approval of HUD/or VA, as applicable, at any time, there is a class "B" membership.

6.2 Annexation by Association. After August 20, 2007, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty – six and 2/3 percent (66 2/3) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

6.3 Withdrawal. Prior to August 20, 2007, any portions of Bonita Lakes (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Bonita Lakes shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of Conveyance or the proper written consent of the Owner is obtained. The withdrawal of any portion of Bonita Lakes shall not require the consent of joinder or any other party (including, but not limited to, Association, Owners, or any Institutional Mortgagees of any Lot or Home). Association shall have no right to withdraw land from Bonita Lakes.

7 Dissolution.

7.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association , and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

7.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Bonita Lakes and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments and the Club specified in this Declaration and/or the Club Covenants. Each Owner shall continue to be personally obligated to the successors or assigns of Association and/or the Club Covenants, as the case may be, for Assessments and Club Charges to the extent that Assessments and Club Charges are required to enable the successors or assigns of the Association and/or Club Owner to properly maintain, operate and preserve the Common Areas and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Fee shall survive the dissolution of the Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Bonita Lakes which had been Common Areas and/or comprised part Club and continue to be so used for the common use and enjoyment of the Owners.

7.3 Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association its real and personal assets including the Common Areas, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, which refusal in the case of the County in which Bonita Lakes is located shall be by formal resolution of the Board of County Commissioners, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Owner vested in him or her under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to Bonita Lakes, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

8 Binding Effect and Membership.

8.1 Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or Lot, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

8.2 Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set for in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transfer, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

8.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the Ownership of a Home. Developer rights with respect to Association are set forth in the Articles and By-Laws. Any Owner who mortgages, leases, or sells a Home shall notify Association in writing of such transaction. Such notice shall include the name and address of the mortgagee, Tenant, or new Owner, as applicable.

8.4 Classes of membership. The Association shall have two classes of membership interests, Class A and Class B.

8.4.1 The Class A Members shall consist of all Owners subject to this Declaration except Developer and Builder (until the Class B membership terminates).

8.4.2 The Class B Members shall be Developer and Builder.

8.5 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

8.6 Multiple Ownership. Where more than one person or entity shall at any time be the Owner of a Home subject to a membership interest, the vote attributed to such Home shall be exercised as such Owners mutually determine and such Owners cannot split or divide their Home's vote on any motion, resolution, ballot or otherwise. In the event that such Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any one of such

Owners casts, a vote, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Home. In the event more than one vote is cast for a particular Home, none of said votes shall be counted, rather, all such votes shall be deemed void.

8.7 Voting Interest.

8.7.1 Class A. Class A Member owning a Home shall be entitled to one (1) vote for each Lot or Home provided, however, when more than one (1) person holds title to a Lot or Home, all such persons shall be Class A Members, and the vote for such Lot or Home shall be exercised as the Owners of such Lot or Home determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Home

8.7.2 Class B. The Class B Members are Developer and Builder. The Class B Members shall be entitled to three (3) votes for each Lot or Home owned by Class B Members.

8.8 Conversion of Class B Membership Interest. Upon the transfer of title to any Home which is held for sale by the Developer, the Class B membership interest appurtenant to such Home shall be automatically converted to Class A membership interest. Additionally, the Class B membership (Developer's and Builder's weighted vote) shall cease and be converted to Class A membership on the happening of one of the following events; whichever occurs earlier (the "Turnover Date"):

8.8.1 When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (seventy-five (75%) percent of the Lots are conveyed to Owners other than Developer and Builder); or

8.8.2 At such time as the Class B Member voluntarily relinquishes their right to vote; or

8.8.3 on December 31, 2005.

8.9 Document Recordation by Owner Prohibited. Neither Association nor any Owner, nor group of Owners may record any documents which, in any way, affect or restrict the rights of Developer or Club Owner, or conflict with the provisions of this Declaration.

9 Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or other wise) portions of Bonita Lakes for various public purposes or for the provision of Telecommunication Systems, or to make any portions of Bonita Lakes part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Bonita Lakes. In addition, the Common Areas of Bonita Lakes may include decorative improvements, berms, and waterbodies. Developer may remove, modify, eliminate or replace these items from time to time at its sole discretion. Developer specifically reserves the right to change the layout, composition, and design of all Common Areas, facilities, if any, will be included within the Common Areas. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE NOT GUARANTEES OR REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS.

10 Operation of Common Areas.

10.1 Prior to Conveyance. Prior to conveyance, identification or/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Institutional Mortgagee of a Lot or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Developer has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

10.2 Construction of Common Area Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained herein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Bonita Lakes, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty, color, textures, finishes, or Common Areas, or changes or modifications to any of them.

10.3 Use of Common Areas by Developer. Until the Community Completion Date, Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Developer.

10.4 Conveyance. All or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association, free and clear of all encumbrances. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and Declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any conveyance or encumbrance of such Common Areas is subject to an Owner's ingress and egress easement to his or her home.

10.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the Owners of all property interests in Bonita Lakes

including, but not limited to, Association, Developer, Club Owners, and any Institutional Mortgagees. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, mortgage, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without the approval of (a) a majority of the Board; (b) the approval of two-thirds (2/3) of the voting interests of Association (excluding Developer); and (c) the consent of the Club Owner being first had and obtained, which consent shall not be unreasonably withheld.

10.6 Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas. Although pavement appears to be a durable material it requires maintenance. Association shall have the right, but not the obligation to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and / or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The costs of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

10.7 Delegation of Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all time be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The manager or management firm may be an affiliate of Developer and may be an employee of Association or an independent contractor. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

10.8 Use.

10.8.1 General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporation (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Subject to the provisions in this Declaration, each Owner shall have a right and consent of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Home. Prior to the Community Completion Date, Developer, and thereafter, Association has the right, any and all times, from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. Without limiting the foregoing, Club Owner and all persons having a right to use the Common Areas for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair, and replacement of the Club.

10.8.2 Additional Rights to Allow Use. Developer and / or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Service Providers and / or Association and / or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors, and the consent of Club Owner, which consent shall not be unreasonably withheld or delayed.

10.8.3 Water Bodies. Developer, Club Owner, and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any water body or waterfall within Bonita Lakes. Notwithstanding the foregoing, an owner may erect a fence adjacent to the boundaries of a water body but within the boundaries of a home with a prior approval of the ACC. No fence or other structure may be placed within any Lake maintenance easement. Swimming shall be permitted at designated locations. Prior to the Community Completion Date, no dock may be erected within a water body forming part of the Common Area without the prior consent of Developer and the ACC. From and after the Community Completion Date, no dock may be erected within a water body forming part of the Common Areas without the prior consent of the ACC, and the approval of all governmental agencies and divisions having jurisdiction over the construction of a dock.

10.8.4 Obstruction of Common Areas. No portion of the Common Area may be obstructed, encumbered or used by owners for any purpose other than as permitted by Association.

10.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of Bonita Lakes accepts and assumes all risks and responsibility for noise, liability, injury or damage connected with use or occupation of any portion of the Bonita Lakes (e.g., the Common areas), including, without limitations, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) or the removal or pruning of shrubbery or trees within Bonita Lakes, and, (e) design of any portion of Bonita Lakes. Each person entering into any portion of Bonita Lakes also expressly indemnifies and agrees to hold harmless Developer, Association and Builders and all employees, directors, representatives, officers, agents, and partners of the foregoing, for any and all damages, whenever direct or consequential, arising from or released to the persons use of the Common Areas or proximity of any home, including for attorneys fees, paraprofessional fees and cost at trial, and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitations, any pool or area adjacent to Lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS. DEVELOPER, BUILDER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

10.8.6 Owner's Obligation to Indemnify. Each owner agrees to indemnify and hold harmless Developer, Association, Club Owner, and Club Manager and Builder, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the indemnified parties, from and after the date hereof, whether direct, indirect or consequential, as a result of or in any way related to the Common Areas including, without limitations, use of the Lakes and other water bodies within Bonita Lakes by owners, and

their guests, family members, invitees, or agents or the interpretation of this declaration and/or exhibits attached hereto and/or from any act or omission of developer, Association, Club Owner, any Club Member or Builder or of any of the indemnified parties. Should any Owner bring suit against Developer, Association, Club Owner or any Club Member or any of the indemnified parties for any claim or matter and failed to obtain judgment herein against such indemnified parties, such owners shall be liable to such parties for all losses, costs and expenses incurred by the indemnified parties in the defense of such suit, including attorney fees and paraprofessional fees at trial and upon appeal.

10.9 Rules and Regulations.

10.9.1 Generally. Prior to Community Completion Date, the Developer, and thereafter Association, shall have the right to adopt rules and regulations governing the use of the Common Areas and Bonita Lakes. Rules and regulations promulgated by the board of any committee established by the board concerning the use of Bonita Lakes, shall be observed by the owners and their families, invitees, guest and tenants; provided, however, that copies of such rules and regulations are furnished to each owner prior to the time of such rules and regulations become effective. No person shall be permitted to use the Common Areas, except in accordance with the rules and regulations as established by the board.

10.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of the Developer. Without limiting the foregoing, Developer, and / or its assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas and the Club and related improvements within Bonita Lakes, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes, and (b) residences and properties located outside of Bonita Lakes), general office and construction operations within Bonita Lakes; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Bonita Lakes for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Bonita Lakes; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Bonita Lakes owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Bonita Lakes including, without limitation, Lots, and Homes; (vi) excavate fill from any lakes or waterways within and / or contiguous to Bonita Lakes by dredge or dragline, store fill within Bonita Lakes and remove and / or sell excess fill; and grow or store plants and trees within, or contiguous to, Bonita Lakes and use and / or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Bonita Lakes.

10.10 Public Facilities. Bonita Lakes may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be one or more lift stations, or other facilities within the boundaries of Bonita Lakes.

10.11 Default By Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

10.12 Special Taxing District. A special taxing district may be created for landscape maintenance for the medians adjacent to Bonita Lakes within S.W. 122nd Avenue and S.W. 144th Street. All Owners will be subject to taxes respecting such taxing district. Until such time, if ever, that the taxing district is created, the cost of such landscape maintenance for the medians shall be part of Operating Costs.

10.13 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited, to all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association. Notwithstanding the foregoing, absolute liability shall not be imposed by Association on Owners for damage to Common Areas or Lots within Bonita Lakes.

11 Zero Lot Line Homes.

11.1 Easement for Zero Lot Line Walls Maintenance. Maintenance of a Zero Lot Line Wall shall be the obligation of the Owner of the Zero Lot Line Wall. Developer hereby grants to each Owner of a Zero Lot Line Wall maintenance a easement over the Home adjacent to the Zero Lot Line Wall for the maintenance of the Zero Lot Line Wall and any wing wall attached thereto and for ingress and egress to the Zero Lot Line Wall and wing wall. The easement shall be four (4) feet in width, shall be immediately contiguous to the Zero Lot Line Wall, and shall run the length of the Home on which the easement exists. No improvements of any kind shall be constructed in the easement area which would block access to the Zero Lot Line Wall and wing wall, if any, or which would in any way interfere with the ability of an Owner of a Zero Lot Line Wall to maintain the Zero Lot Line Wall and wing wall. Notwithstanding the foregoing, Developer may construct a connecting wall across the easement area; provided, however, that the Owner of a Zero Lot Line Wall shall have access at all reasonable times to the easement area. In the event that there is any question about when access under the easement created by this Section is reasonable, the Association's determination shall be final. In the event that the Owner of a Zero Lot Line Wall damages the adjacent Home subject to the foregoing maintenance easement, the Owner of the Zero Lot Line Wall shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the damaged Home to effect such repair, and the cost thereof shall be charged to the Owner of the Zero Lot Line Wall as an Individual Assessment.

11.2 Adjacent Owners Paint Obligation. Notwithstanding the foregoing, the owner of any Home immediately adjacent to a Zero Lot Line wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does not extend to the top of the wall which faces skyward.

11.3 No Structural Change. No Owner shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner make any structural changes in a Zero Lot Line Wall including, but not limited to, change of paint color, without the express written approval of the ACC.

11.4 Damage by Owner of Adjacent Home. Any event that a zero Lot line Wall is damaged by the owner of adjacent home, the owner of the adjacent home shall be responsible for repairing such damage and a timely manner in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the owner causing the damage. In the event that an owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent home to effect such repairs, and the cost thereof shall be charged to the adjacent owner as an individual assessment.

11.5 Construction Easement. Developer reserves an easement over all zero lot line Homes for all construction purposes. By way of example, Developer and Developers construction crews may be required to enter into a completed zero lot line Home in order to complete construction of adjacent home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to the zero lot line home, and shall be construed as ordinary as possible.

12 Party Walls.

12.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Bonita Lakes which are built by Developer as part of the original construction of the Homes in any replacement thereof. In event any portion of any structure facility, as originally constructed by developer, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance in use of the projection or Party Wall. The foregoing shall also apply to any replacement of any Party Walls. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

12.2 Sharing of Repair, Replacement and Maintenance of Party Walls.

12.2.1 Generally. The cost of reasonable repair and maintenance of Party Walls shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

12.2.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of cost of repair, maintenance, or replacement of a Party Wall, (whether or not, through his own fault or the failure of his insurance company to pay any claim), then and in that event the Owner advancing monies therefore shall have a right to file a claim of lien for such moneys advance in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements is now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within (90) days from date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

12.2.3 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to land and shall pass to such Owner's successors in title.

12.2.4 Alterations. The Owner of a Home sharing a party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall, without the joint agreement of all of the Owner's sharing the Party Wall.

12.2.5 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful acts causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

12.2.6 Easements. Each Owner sharing a Party Wall shall have all easement rights, reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

13 Maintenance by Association.

13.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common areas, including all improvements placed thereon. The cost thereof shall be part of operating costs.

13.2 Lawn Maintenance. Association shall maintain the lawn in the front yard of each Home, which is a single-family home. Such lawn maintenance shall only include cutting of grass and edging. The owner of such Home shall be responsible for the maintenance of the sprinkler system, fertilization, and all other improvements and other landscaping in the front yard of such Home, if any, unless an amendment of this Declaration is recorded for one or more Homes, making the maintenance of the sprinkler system, fertilization, and/or other improvements, and landscaping in the front yards of such homes the maintenance obligation of Association. Each owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are fenced, even if such landscaping and improvements are in the front yard. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE FRONT YARDS, AND OTHER HOMES MAY HAVE FRONT YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE, EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

13.3 Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes, maintenance easements, driveways, and landscaping areas that are within the Common areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

13.4 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas, through or under owner, shall be borne solely by such Owner and the Home and/or Lot owned by that Owner shall be subject to an individual assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

13.5 Right of Entry. Developer, Club Owner, and Association are granted a perpetual and irrevocable easement over, under and across Bonita Lakes for the purposes herein expressed, including

without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair, which it is titled to perform during reasonable hours on any day, except Sundays and holidays. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Bonita Lakes, if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

13.6 Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area were elements designated by Developer upon areas which are not within Bonita Lakes, but abut, or are approximate to, the same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi- governmental entity, so as to enhance the appearance of Bonita Lakes. These areas may include (for example and not limitation) swale areas or median areas within the right-of- way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas with and canal rights-of-ways or other a butting waterways.

13.7 Lake and Canal Common Areas. The rear yard of some Homes may border on the lakes and canals forming part of the Common Area. It is the responsibility of each Owner whose Home borders on these lakes or canals to maintain a portion of the Common Areas contiguous to the rear lot line of such Home, which comprise part of the lake slopes and banks and/or canal slopes and banks. Erosion of slopes and banks is possible due to drainage or roof, culver outfalls and runoff can affect the integrity of the lake or canal bank. An Owner should perform maintenance, if the lake bank, erodes more than 10” from its original shape. It is recommended that any maintenance to correct such erosion be performed during the months of November through April. Further, each Owner shall insure the lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance, when needed. The ACC may establish from time to time additional maintenance standards for the lake and canal maintenance by Owners who own homes adjacent to Common Area waterbodies (the “Lake Slope Maintenance Standards”). Such standards may include requirements respecting compaction and strengthening of lake banks. Association shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants Association an easement of ingress and egress across his Home to all adjacent lake and canal slopes for the purpose of insuring compliance with the requirements of this provision and the Lake Slope Maintenance standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

13.8 Wall Easement. Developer hereby reserves to itself and grants to Association, its employees, subcontractors, agents and designees, a non-exclusive, perpetual easement over, through, across and under the rear eighteen (18) inches of each Lot for the installation, maintenance, operation, repair and replacement of the Perimeter Wall. Should any portion of a Perimeter Wall be damaged or destroyed by an Owner, his or her family, servants, tenants, guests or invitees, such Owner shall be responsible for the costs of all required repair and/or replacement, and Association shall have the right to levy an Individual Assessment against the Owner of the Lot for same, which Individual Assessment shall have the same force and effect as all other Assessments as defined in the Declaration. The Perimeter Wall is to be owned by Association and the Owner of a Lot on which the Perimeter Wall is constructed shall not place anything on or attach anything to the Perimeter Wall without the written consent of Association. Notwithstanding the

foregoing, an Owner is responsible for painting the interior surface of the Perimeter Wall facing such Owner's Home.

14 Use Restrictions. In addition to the rules and regulations of this Declaration, the Articles, the By-Laws and Rules and Regulations, each Owner must comply with the following:

14.1 Dispute as to Use. If there is any dispute as to whether the use of any portion of Bonita Lakes complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

14.2 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

14.3 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No rented Home may be occupied by more than two (2) persons per bedroom. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association and Club Owner within ten (10) days of the date of the Lease as a means of notifying Association and Club Owner (in care of management company) that the Tenant is the legal occupant of the Home and Owner is in compliance with the Association Documents. No Home may be rented more than once in any twelve (12) month period and no Home may be rented for a period of less than three (3) months. No timeshare or other similar arrangement is permitted. The Owner must make available to the lessee or occupant copies of the Association Documents. Each Owner will be jointly and severally liable, together with the tenant, to Association for any sum which may be required by Association to repair damage to the Common Areas, or to pay any claims for injuries to person or damage to property of others caused by the negligence of the tenant. Association shall have the right, in its sole discretion, to enforce this renting provision in any manner providing by this Declaration and by the levying of an Individual Assessment in the amount of \$50.00. Any fine, so levied shall become a lien against the Home or an Individual Assessment in the amount of \$50.00 pursuant to this declaration.

14.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Bonita Lakes. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Bonita Lakes shall be the same as the responsibility for maintenance and repair of the property concerned.

14.5 Docks. No owner may install a dock, boathouse, or similar structure, without the prior approval of the ACC as provided herein.

14.6 Maintenance by Owner.

14.6.1 Standard of Maintenance. Subject only to the obligation of Association to cut and edge grass, all lawns, landscaping, fertilization and sprinkler systems and any property, first class, good, safe, clean, neat and attractive condition, consistent with the general appearance of Bonita Lakes. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that is fenced. In addition, if any Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. In the event that any owner fails to maintain his or her Home pursuant to the

standards herein or in a manner, reasonably satisfactory to the Board, Association has the right to enter the Home and to maintain or restore the improvements thereon. The costs of such maintenance shall be charged as an Individual Assessment to such noncomplying Owner.

14.6.2 Common Area Enclosed by a Private Fence. If any Owner and/or Developer has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible by Association.

14.6.3 Weeds and Refuse. Subject only to the obligation of Association to maintain Front Yards, no weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuge or unsightly objects shall be allowed to be placed or suffered to remain upon any Home. If a Front Yard contains pavers, such pavers shall be kept free of weeds.

14.6.4 Driveway Easement. Each owner shall be responsible to repair any damage to such driveway, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitations, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims, whatsoever arising out of the use of the Common Areas, and any easements or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association, any expense incurred and repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

14.7 Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner:

14.7.1 Replacement of annuals. Annuals are to be replaced semi-annually.

14.7.2 Trees. Trees are to be pruned as needed.

14.7.3 Shrubs. All shrubs are to be trimmed as needed.

14.7.4 Grass.

(a) Cutting schedule. Grass should be cut at least 27 times per year, on a regular schedule which maintains the grass in a neat and appropriate manner.

(b) Edging. Edging of all streets, curbs, beds and borders shall be preformed as needed. Chemical edging shall not be permitted.

14.7.5 Mulch. Mulch is to be turned every other cut. Remulching of beds shall be performed twice per year during the months of May and November.

14.7.6 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

14.7.7 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed three (3) times a year during the following months: February, June and October.

14.7.8 Irrigation. Sprinkler heads shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operations.

14.7.9 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

14.7.1 Trash Removal. Dirt, trash, cuttings, and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

14.7.11 Right of Association to Enforce. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorney's fees and paraprofessional fees, and costs, at trial and upon appeal.

14.8 Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and /or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, lake slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

14.9 Surface Water Management System. Association acknowledges that the Surface Water Management System within the Common Areas is owned by the Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System including, without limitation any signage required by a permit issued by SFWMD, in a manner which complies with the permit and conservation easement. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which will include a pro rata share of such costs. The Association will take any action against Owners as necessary to enforce the conditions of the conservation easement and the permit, including, without limitation, any monitoring required by the permit.

14.10 Irrigation. Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures, or paved areas. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deironization systems). No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction. Association and Club Owner may use waterways and lakes to irrigate Common Areas and/or the Club as applicable. **BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.** Developer, Association, and Club Owner, shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times. No individual water supply system shall be permitted on any Lot except for irrigation purposes only or for a swimming pool on a Lot.

14.11 Boundaries of Maintenance. Each owner shall maintain the property from their home boundary to the edge of the water. All owners shall maintain their yards and adjoining property to the edge of the adjoining roadway asphalt.

14.12 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land-use plans, land development regulations, zoning, or any other development orders or development permits applicable to Bonita Lakes, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

14.13 Alterations and Additions. No material alterations, condition or modifications to a Lot or Home, or material changes in the appearance thereof, shall be made without the prior written approval. Thereof being first had and obtained from the ACC as required by this Declaration.

14.14 Statues. No statues, ceramic and decorative animals, plastic figurines, fountains and/or similar items may be placed in the front yard of a home. The foregoing items may be placed in the rear yard of a home with the prior approval of the ACC, which may be withheld for any reason.

14.15 Signs. No signs (including brokerage or for sale/lease signs), flag, Banner, sculpture, fountains, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, posted, displayed, inscribed, painted or affixed in, or upon any part of a Lot or Home that is visible from the outside without the prior written approval, thereof being first had and obtained from the ACC as required by this Declaration. Notwithstanding the foregoing, an Owner may display a "For Sale" or "For Rent", signed no larger than one (1) square-foot with ACC approval.

14.16 Roofs and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure-treated within thirty (30) days of notice by the ACC. Each owner shall be solely responsible for repair and replacement of his Home's roof. Each Owner shall be liable for any damage to the roof or any other part of an adjacent Home resulting from repair or replacement of such Owner's roof.

14.17 Paint. Homes shall be repainted within Forty Five (45) days of notice by the ACC. No change in the color of a home, including doors, shall be made unless approved by the ACC.

14.18 Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and rollup style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 50 (50) hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed within a reasonable time after a storm.

14.19 Wall Units. No window air-conditioning units may be installed in any window in any Home, unless installed by Developer or Builder.

14.20 Window Treatment. Window treatment shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatment are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. Tinting materials or other sun shielding materials are only permitted upon approval of the ACC.

14.21 Solar Panels. No solar panels shall be installed without the prior approval of the ACC.

14.22 Satellite Dishes and Antennas. Due to safety restrictions as imposed by applicable building, zoning, electrical and fire codes, and other safety concerns, no exterior antennae, radio masts, towers, poles, aerials, satellite dishes or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent homes, or from the Common Areas. No Owner shall operate any equipment or device, which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club.

14.23 Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by the Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

14.24 Visibility on Corners. Notwithstanding anything to the contrary, in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

14.25 Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lights that create a nuisance (e.g., unacceptable spill over to adjacent home).

14.26 Removal of Additional Soil and Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from a Lot, change the level of the land within a Lot, or plant landscaping, which results in a permanent change to the flow in drainage of surface water within Bonita Lakes. Owner may place additional plants, shrubs, or trees within Lots with the prior approval of the ACC.

14.27 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damage to Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed a Home or improvements, the same shall only be replaced as approved by the ACC.

14.28 Animals. No animals of any kind shall be raised, bred or kept within Bonita Lakes for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinance and in accordance with the rules and regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a home so long as such pet or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or other animal shall be "tied out" on the exterior of the home or in the Common Areas, or left unattended in a yard or on a balcony, porch or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty eight (48) hours of the giving of the notice. All pets shall defecate only in the pet walking area within Bonita Lakes designated for such purpose, if any, or on that

Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this section.

14.29 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Bonita Lakes is permitted. No firearms shall be discharged within Bonita Lakes. Nothing shall be done or kept within the Common Areas, Lot or a Home, which will increase the rate of insurance to be paid by association. No use or practice shall be permitted, which interferes with the peaceful possession and proper use of Bonita Lakes by Owners.

14.30 Minors use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Bonita Lakes. Developer, Association and Club Owner shall not be responsible for any use of the facilities by anyone, including minors.

14.31 Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, Lots or Homes, which is unsightly or which interferes with the comfort and convenience of others.

14.32 Storage. No temporary or permanent utility or storage sheds, storage buildings, tent, or other structures or improvements in shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure to thereof shall conform to the requirements of this Declaration.

14.33 Garbage Cans. Trash collection and disposal procedures established by the association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies (e.g., behind shadowbox fences). All trash shall be stored in a sealed plastic container, unless otherwise provided by the Board, garbage and refuse containers shall not be placed curbside prior to 8 pm on the evening before pick-up.

14.34 Laundry. Subject to the provisions of section 163.04 of the Florida statutes, to the extent applicable, no garments, rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside a home.

14.35 Control of Contractors. Except for direct services, which may be offered to Owners (and then only according to the rules and regulations relative thereof as adopted from time to time), no person other than the Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

14.36 Servants. Servants and domestic help of any Owner may not gather or lounge in or around the Common Areas.

14.37 Parking. Owners' automobiles shall be parked in the garage or driveway. Parking on lawns is prohibited. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on Bonita Lakes for more than twelve (12) hours, except in the garage of a home. No repair, except emergency repair, of vehicles shall be made within Bonita Lakes, except in the garage of a home. No motor vehicle of any type or nature, commercial vehicle, recreational vehicle, motorcycle, motor home, moped, motorized bicycle, boat, trailer, boat trailer or camper, may be kept within Bonita Lakes except in the garage of a Home and the garage door must be closed so that such vehicle is not visible from the Common Areas. No vehicles,

except emergency vehicles, Shall be permitted to park within the street or lawns of Bonita Lakes. Under no circumstances may any motor vehicle, boat, or water vehicle be parked in the Common Areas except as were specifically permitted by Association; provided, however, commercial vehicles and the like may be parked briefly for delivery or maintenance purposes only. The term commercial vehicle shall not be deemed to include recreational vehicles (*i.e.* Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean, nonworking vehicles such as pickup trucks, vans, or cars, if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvements, installation, or repair by developer of homes, Club facilities, Common Areas or any other Bonita Lakes facility. No person shall park a vehicle, so as to obstruct any Home's ingress or egress to any parking space or area. Owners may not use parking spaces located within the Common Areas as such spaces are exclusively for guest. All parking on grass within the Common Areas is prohibited.

14.38 Boat Trailers. With respect to Homes that are not immediately adjacent to a lake or other water body comprising part of the Common Area, an owner of such a Home may keep a boat trailer in such Home's driveway during the time such Owner is using such boat in the Common Areas so long as the boat trailer is removed from the driveway prior to sunset.

14.39 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association.

14.40 Substance. No flammables, combustibles or explosive fuels, fluids, chemical, hazardous waste, or substance shall be kept on any Lot or in any Home, except those which are required for normal household use. Notwithstanding the foregoing, portable or barbecue grills are permitted within the boundaries of a Home. No fuel or gas storage tanks in shall be permitted on any Lot, except for a gas cylinder commonly used with the portable barbecue grill, which is allowed within a Lot only (and not within the Common Areas or the Club).

14.41 Extended Vacation and Absence. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association ; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designate a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to an unoccupied Home.

14.42 Commercial Activity. Except for normal construction activity, sale, and resale of a Home, and operation of the Club, no commercial or business activity shall be conducted in any Home within Bonita Lakes. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a Home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engaged in any solicitations for commercial purposes within Bonita Lakes. No solicitors of a commercial nature shall be allowed within Bonita Lakes, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No daycare center facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

14.43 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of a Home within Bonita Lakes.

14.44 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape device, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

14.45 Walls and Fences. Subject only to provisions herein, respecting Party Walls and Perimeter Walls, and any wall or fence built within a Home shall be the maintenance and replacement responsibility of each Owner. No wall or fence shall be erected or installed without prior written consent of ACC.

14.46 Noises. No owner shall make or permit any disturbing noise on any Home or do or permit anything to be done within which will interfere with the rights, comforts were conveniences of other Owners. No Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or a radio or a television set or other loud speaker in such Owner's home between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other residents of Bonita Lakes; and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following, 9:00 a.m.

14.47 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, (including, carriage lamps), sculptures, whether veins, or flagpole's shall be installed or placed within or upon any portion of Bonita Lakes without the prior written approval of the ACC.

14.48 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Bonita Lakes without prior written consent of the ACC.

14.49 Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in Bonita Lakes, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in Bonita Lakes. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintain or permitted on any portion of Bonita Lakes.

14.50 Boating and Swimming. No motorized or powerboats shall be allowed in the Lakes. Swimming within a lake is that the Owner's sold risk.

15 Easement for Unintentional and Non-Negligent Encroachment. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer or Builder, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions, which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for Party Walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions, concrete slabs and air-conditioning units, water and sanitary sewer lateral pipes, and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home or Common Areas. The foregoing conditions shall be perpetual in duration and shall not be subject to an amendment of these covenants and restrictions.

16 Insurance. Association shall maintain, unless it is it reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverage's:

16.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance

Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

16.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate and such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

16.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

16.4 Other Insurance. Such other insurance coverage's as appropriate from time to time. All coverage's obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

16.5 Homes.

16.5.1 Requirements to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligation hereunder.

16.5.2 Requirements to Reconstruct. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: Owner shall commence reconstruction and/or repair of the Home ("Required Repair") or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and /or building codes. Notwithstanding the foregoing, if an Owner refuses or fails, for any reason, to repair or rebuild as provided, then Association by and through its Board is hereby irrevocably authorized to repair and rebuild the necessary portions of the Home in good and workmanlike manner in compliance with the original plans. The Board shall have the right to charge such work as an Individual Assessment to the Owner. Certain Homes may be separated by Party Walls but form part of a Townhome Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building must have the written agreement of a majority of all of the Owners of Homes within such Townhome Building

before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If a majority of the Owners of Homes within a Townhome Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building and all Owners of damaged or destroyed Homes within such Townhome Building shall perform Required Repair with respect to such Homes.

16.5.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 16.6.4 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Bonita Lakes.

16.5.4 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

16.5.5 Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

16.6 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be base upon reasonable business judgment. The fidelity bonds required herein must meet the following requirement (to the extent available at a reasonable premium):

16.6.1 The bonds shall name Association as an obligee.

16.6.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusions of persons serving without compensation from the definition of "employee" or similar terms of expression.

16.6.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

16.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club owner and Association.

16.7 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

16.8 Casualty to Common Area. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Lot or Home, any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Covenants.

16.9 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications for the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

16.10 Additional Insured. Developer, Club Owner and their respective Institutional Mortgagee(s) shall be named as additional insured on all policies obtained by Association, as their interest may appear.

16.11 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

17 Property Rights.

17.1 Owner's Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Bonita Lakes shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

17.1.1 Easements, restrictions, reservations, condition, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

17.1.2 The right of Association to suspend Owner's rights hereunder or impose fines in accordance with Section 617.305 of the Florida Statutes, as amended.

17.1.3 The right of Developer and/or Association to dedicate, grant, license, lease, concession, create easements upon, sell, or transfer all or any part of the Common Areas, any public agency, entity, authority, or utility without the consent or joinder of the Owners. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

17.1.4 The right of Developer and /or Association to modify the Common Areas as set forth in this Declaration.

17.1.5 The rights of Developer and/or Association and/or Club Owner regarding Bonita Lakes as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

17.1.6 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

17.1.7 The right of the Association to borrow money, and with the consent of the two-thirds (2/3) of the Owners (excluding Developer), mortgage, pledge, deed in trust, or hypothecate any or all of its real and personal property as security for the money borrowed or debts incurred.

17.1.8 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

17.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and declaration across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

17.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner over, upon, across, and under Bonita Lakes as may be required in connection with the development of Bonita Lakes, the Club, and other lands designated by Developer and to promote the Club, and other lands designated by Developer. Developer reserves the right to grant and reserve easements and rights-of-way, through, under, over and across Bonita Lakes, for the installation, maintenance and inspection of lines and appurtenances for public and private water, sewer, drainage, cable television, electric, and other utilities and for any other materials or services necessary for the completion of such work. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines which may from time to time be in or along the streets and roads of other areas of the Common Areas. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Bonita Lakes for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunication System provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's and Club Owner's use of the Common Areas for construction purposes on account of Developer's and Club Owner's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Bonita Lakes from Developer's sales facilities located within Bonita Lakes. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and display's, holding promotion parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 23.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and

enjoyment of such rights and easements. This Section may not be amended without the prior written consent of the Developer.

17.4 Public Easement. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Service Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Bonita Lakes.

17.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and Club to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

17.6 Easement for Encroachment. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

17.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements, over, upon, across, under and through Bonita Lakes (including Lots and/or Homes) for Telecommunication Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

17.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance within the Common areas) over and across Bonita Lakes (including Lots, Homes and the Club) for the reasonable and necessary maintenance of Common Areas, Club, utilities, water and sewer pipes, cables, wires and other similar facilities. Notwithstanding the foregoing, Association and Developer, by their execution of this Declaration, hereby grant to each Lot and the Owners thereof, a non-exclusive perpetual easement for the installation and maintenance on the Common Areas of such portion of the air-conditioning system serving a Home, including concrete slab, as such concrete slab and air condition system components are originally installed and located within the Common Areas by Developer. Developer also grants to Association and each Owner rights to connect with maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along the streets, roads or other areas of the Common Areas.

17.9 Drainage. A non-exclusive easement shall exist in favor of Developer, Club Owner, Association and their designees, and any applicable water management district, state agency and/or federal agency having jurisdiction over Bonita Lakes over, across and upon Bonita Lakes for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Bonita Lakes (including Lots and Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or

irrigation of Bonita Lakes and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Bonita Lakes and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this declaration.

17.10 Club Easement. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and portions of Bonita Lakes necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club, Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefore (in the term of Assessments or otherwise).

17.11 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

17.12 Docks. To the extent approved by the ACC, a dock extending from a Home or Lot into a lake that forms part of the Common Areas, shall be deemed a permitted encroachment, and a exclusive perpetual easement shall exist for the portion of such dock that extends into the Common Areas for the purpose of ingress and egress of boats, water vehicles, and pedestrian traffic to and from each Owner's dock to the open water of the lake.

17.13 Lakes. Developer hereby grants to all Owners and their invitees, guests and Tenants, a non-exclusive perpetual easement over that portion of each Lot that extends into the Common Areas for the purpose of ingress and egress of boats operating on such Lake. The foregoing easement shall not extend to a dock constructed on any Lot which extends into a lake.

18 Club Covenant. Association and each Owner, where applicable, shall be bound by and comply with the Club Covenants which are incorporated herein by reference. Although the Club Covenants are an exhibit to this Declaration, the Association Documents are subordinate and inferior to the Club Covenants. In the event any conflict between the Club Covenants and the Association Documents, the Club Covenants shall control.

19 Assessments.

19.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so express in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Lot owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments of a Lot owned by a Builder which does not contain a Home. As vacant Lots owned by Builders may not receive certain services (e.g., lawn maintenance), Builders shall not be required to pay for the same.

19.2 Purpose of Assessment. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Bonita Lakes, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

19.2.1 Any monthly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, pay any deficits from prior years' operation (hereinafter "Monthly Assessments").

19.2.2 Any special assessments for shortfalls, capital improvements, major repairs, emergencies or nonrecurring expenses not covered by Monthly Assessments (hereafter "Special Assessments").

19.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees").

19.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board shall include in its Budget a line item for reserves in order to establish and maintain adequate reserve funds for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason.

19.2.5 Assessments for which one or more Owners (but less than all Owners) within Bonita Lakes is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it related to a particular Owner or Home. By way of example, and limitation, if Common Areas (including, without limitation, improvements and landscaping hereon) are damaged or destroyed by the misuse, negligence or other action or inaction of an Owner, the Association's cost to repair or replace the Common areas shall be an individual Assessment against such Owner. Further, in the event an Owner fails to maintain the exterior of his Home or lake or canal slope or bank in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. As a further example, if one or more Owners receive operational Telecommunication Services such as Toll Calls, Basic Service, and/or Data Transmission Services, and Association pays a Service Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Any Individual Assessment levied hereunder shall be due within the time specified by the Board,

19.3 Rights to Pay Assessment and Receive Reimbursement. Association, Developer, Club Owner and any Institutional Mortgage of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

19.4 Club Charges. Notwithstanding anything in this Declaration to the contrary (and unless otherwise directed by Club Owner), Association shall collect from the Owners Club Charges in addition to Assessments. In the event that Association shall receive a partial payment in any amount of Assessments

and Club Charges from a particular Owner, the payment from such Owner shall be first allocated to the payment of Club Operating Costs, then to Membership Dues, then to other amounts due to the Club Owner, and then to payment of Assessments. Association shall provide the Club Owner each month with a list of all Owners that did not remit Club Charges to Association for the prior month. Such list shall include the Owner's name, Home description, and the amount not remitted for the prior month, and the total amount of Club Charges not remitted by such Owner to date.

19.5 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

19.6 Allocation of Operating Costs.

19.6.1 For the period until the adoption of the first annual budget, the allocation of Operating costs shall be as set forth in the initial budget prepared by Developer.

19.6.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which the total number of Homes In Bonita Lakes conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

19.6.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall at the election of Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

19.6.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

19.7 General Assessment Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

19.8 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified Association.

19.9 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of conveyance of title of a Lot to such Builder.

19.10 Monthly Assessment. Prior to the Turnover Date, if Assessments are inadequate to pay Operating Costs in full, Developer shall have the option to fund any such shortfall in the Assessments or to

pay Monthly Assessments on Homes owned by Developer. If Developer does not pay Monthly Assessments on Homes owned by Developer, Developer shall be obligated to pay Operating Costs incurred that exceed the Assessments, including, without limitation, Monthly Assessments receivable from Owners and other income of Association. Under no circumstances shall Developer ever be obligated to fund any portion of Reserves. After the Turnover Date, Developer shall pay all Monthly Assessments on Homes owned by Developer.

19.11 Surplus Assessment. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

19.12 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. **THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES)**. Therefore, it is possible that actual assessments may be lesser or greater than projected.

19.13 Establishment of Assessment. Assessments shall be established in accordance with the following procedures:

19.13.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

19.13.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

19.13.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

19.14 Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Developer at the time of conveyance of each Home an amount equal to two months Assessments (or such greater amount determined by Developer from time to time). There shall be collected from each Builder that purchases a Lot from Developer at the time of conveyance of each Lot an amount equal to two months Assessments (or such greater amount determined by Developer from time to time for each Home which Developer determines can be built on such Lot. At the time that such Builder conveys a Home to an Owner, such Owner shall pay Builder for the amount advanced. The purpose for the Working Capital Fund is to assure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire Working Capital Fund are not be considered as advance payment of Assessments. The working Capital Fund may be used by Developer to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Developer shall have the option to waive contributions to the Working Capital Fund.

19.15 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Such unpaid Assessments may be paid out of the proceeds from the sale of a Home or by the purchaser of a Home. Association shall prepare and maintain a ledger noting Assessments and Club Charges due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner and Club Owner. Within ten (10) days of a written request therefore, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments. Any sale or lease of a Home in violation of this Section shall be void unless approved the board.

19.16 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

19.17 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such assessment is made. The lien is effective from and after the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that the Original Declaration was recorded. The claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs, and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representative, successors or assigns.

19.18 Subordination of the Lien to Mortgage and Club Charges. The lien for Assessments shall be subordinate to real estate taxes and assessments and bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien, and to Club Charges. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, or in lien for Club Charges, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

19.19 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

19.20 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser or greater rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. Association may, at any time thereafter, bring an action at law against Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interest of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection, and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or the Club or by abandonment of a Home. The charge provided herein is a reasonable estimate of the administrative expenses incurred by Association as a result of a late payment.

19.21 Exemption. Notwithstanding anything to the contrary herein, neither Developer nor Club Owner nor any Home or property owned by Developer or Club Owner shall (unless specified to the contrary by Developer or Club Owner in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it. In addition, the Board shall have the right to exempt any portion of Bonita Lakes subject to this Declaration from the Assessments, provided that such part of Bonita Lakes exempted is used (and as long as it is used) for any of the following purposes:

19.21.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

19.21.2 Any real property interest held by a Service Provider;

19.21.3 Common Area;

19.21.4 Any of Bonita Lakes exempted from ad valorem taxation by the laws of the State of Florida;

19.21.5 Any easement or other interest dedicated or conveyed to not for profit corporation for the use and benefit of residents of Bonita Lakes.

19.22 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, Club Owner and any Institutional Mortgagee of a Home shall have the right, but not the obligation jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which my or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

19.23 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which

remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection, including, but not limited, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

19.24 Club Charges. As provided in the Club Covenants, Club Owner shall have the right, at its sole option, to require that Association enforce Club Owner's lien to collect Club Charges.

19.25 Mortgagee Rights. Each Institutional Mortgagee may request in writing that Association notify such Institutional Mortgagee of any default of the Owner of the Home subject to the Institutional Mortgagee's Mortgage under the Association Documents which default is incurred within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Institutional Mortgagee and the furnishing of such notice is not an obligation of Association to Institutional Mortgagee.

20 Information to Institutional Mortgagee and Owners.

20.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Institutional Mortgagees current copies of the Association Documents.

20.2 Copying. Any Owner and/or Institutional Mortgagee shall be entitled, upon written request, and its cost, to a copy of the documents referred above.

20.3 Notice. Upon written request by a Institutional Mortgagee (identifying the name and address of the Institutional Mortgagee and the name and address of the applicable Owner), the Institutional Mortgagee will be entitled to timely written notice of:

20.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

20.3.2 Any delinquency in the payment of Assessments or Club Charges owned by an Owner of a Home subject to a first mortgage held by the Institutional Mortgagee, which remains uncured for a period of sixty (60) days;

20.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

20.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

21 Architectural Control.

21.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Bonita Lakes. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Class B membership terminates, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall

serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (3) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Class B membership terminates, the Board shall have the same rights as Developer with respect to the ACC.

21.2 Membership. There is no requirement that any member of the ACC be an Owner or member of the Association.

21.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Bonita Lakes. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Bonita Lakes by Owners other than Developer or Club Owner. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography, and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

21.4 Development Plan. Developer has established an overall Development Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Development Plan or any site at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. **WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHIC, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING BONITA LAKES. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW BONITA LAKES WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.**

21.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed.

21.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

21.7 Power & Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

21.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

21.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvements, prepared and stamped by a registered Florida architect or residential designer, landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

21.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with request.

21.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

21.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

21.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (3) days, the plans and specifications shall be deemed disapproved.

21.8.6 Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than (30) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon applicant, its heirs, legal representatives, successors and assigns.

21.9 Alterations. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

21.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

21.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

21.12 Construction by Owner. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

21.12.1 Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Bonita Lakes shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Bonita Lakes shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Bonita Lakes and no construction material shall be stored in Bonita Lakes subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Bonita Lakes or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

21.12.2 There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, material men and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Bonita Lakes as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

21.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Bonita Lakes.

21.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors, and their respective employees within Bonita Lakes. Each Owner and Contractor will comply with such standards and cause its respective employees to also comply with same.

The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Bonita Lakes and each Owner shall include the same therein.

21.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Bonita Lakes for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

21.14 Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

21.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

21.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

21.17 Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance.

21.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, Club or any Home, shall not be subject to the review of the ACC, Association or the provisions of the Community Standards.

21.19 Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their member, officers, or directors, in connection with the Approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of

Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers, and directors, Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

22 Owner Liability.

22.1 Right to Cure. Should any Owner do any of the following:

22.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

22.1.2 Cause any damage to any improvement or Common Areas or Club; or

22.1.3 Impede Developer, Club Owner or Association from exercising its rights or performing its responsibilities hereunder or under the Club Covenants; or

22.1.4 Undertake unauthorized improvements or modification to a Home, the Common Areas or the Club; or

22.1.5 Impede Developer or Club Owner from proceeding with or completing the development of Bonita Lakes or Club, as the case may be, the Developer, Association and/or Club Owner where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

22.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the Violation by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after written notice, the party entitled to enforce same may, at its option:

22.2.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be, necessary under the circumstances, including injunctive relief; and/or

22.2.2 Commence an action to recover damages; and/or

22.2.3 Take any and all action reasonably necessary to correct the violation or breach. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees paraprofessional fees at all levels including appeals,

collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

22.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

22.4 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Club Owner, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it may have by law.

22.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Owners, Club Owner and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceedings results in a finding that such person was in violation of this Declaration or Community Standards. Failure by Developer, Association or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce this Declaration or recover damages or to enforce any lien created by this Declaration, the prevailing party in said litigation shall be entitled to recover court costs and reasonable attorneys' and paraprofessional fees, including court costs and reasonable attorneys' and paraprofessional fees in any appellate proceeding.

22.6 Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

23 Additional Rights of Developer.

23.1 Sales Office and Administrative Offices. For so long as Developer owns any property in Bonita Lakes that is affected by this Declaration or maintains a sales office or administrative office within Bonita Lakes, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Bonita Lakes and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Bonita Lakes. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Bonita Lakes, including Common Areas and the Club, employees in the models and offices, without the payment of rent or any other fee, maintain signs and all items pertaining to

development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

23.2 Modifications. The development and marketing of Bonita Lakes will continue as deemed appropriate in Developer's sole discretion and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Bonita Lakes to, as an example and not a limitation, amend a Plat and/or the Development Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

23.3 Promotional Events. Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing and promotional events within Bonita Lakes and/or on the Common Areas or Club, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Bonita Lakes and Homes in advertisements and other media by making reference to Bonita Lakes, including, but not limited to, pictures or drawings of Bonita Lakes, the Club, Common Areas, and Homes constructed in Bonita Lakes. All logos, trademarks, and designs used in connection with Bonita Lakes are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

23.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Bonita Lakes.

23.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

23.6 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services; and other purposes over upon and across Bonita Lakes so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant as easement for Telecommunications Systems, irrigation, drainage lines, or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party.

Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

23.7 Rights to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association to recover all costs incurred in doing so. The Club Owner shall have also such rights relating to the Club and/or Club Charges.

23.8 Additional Development. If Developer withdraws portions of Bonita Lakes from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of Areas and/or Club and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

23.9 Representatives. Developer makes no representations concerning development both within the boundaries of Bonita Lakes including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Lots or Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on Bonita Lakes or in Bonita Lakes or adjacent or near Bonita Lakes, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location or easements, parking and landscaped areas, services and amenities offered.

23.10 Duration of Rights. The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in Bonita Lakes; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

23.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, 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 BONITA LAKES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

23.11.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF BONITA LAKES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF BONITA LAKES AND THE VALUE THEREOF; AND

23.11.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR MIAMI-DADE COUNTY OR PREVENTS TORTIOUS ACTIVATES; AND

23.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND 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 REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF BONITA LAKES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN MAKING SUCH USE), SHALL BE BOUND BY THIS SECTION AND SHALL BE DEMANDED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "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).

23.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AN/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

23.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (I) EXECUTED A PURCHASE AND SALE AGREEMENT, (II) RESIDES (III) OBTAINS FINANCING OR (IV) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY AS EXECUTED IN MIAMI-DADE COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN MIAMI-DADE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION AF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA.

23.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON

EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT BONITA LAKES TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE DEVELOPER, ITS OFFICER, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

24 Telecommunications Services.

24.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Bonita Lakes. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Bonita Lakes as agreed, from time to time, between the Telecommunications Provider and Developer.

24.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or part of the Bonita Lakes pursuant to an agreement between Association and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Bonita Lakes for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access and upon Bonita Lakes for installing, constructing, inspection, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of the Bonita Lakes, then the cost of the Telecommunication Services may be Operating Costs of Association and shall be assess as a part of the Assessments.

24.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises

the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extend of require restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefore. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations.

24.4 No Amendment. No amendment of this Declaration shall adversely affect the rights of a Telecommunications Provider under this Section 24 without such Telecommunications Provider's prior consent.

25 Access Control Systems.

25.1 Right to Install. Association shall have the right, but not the obligation, to install one or more facilities which will comprise part of an Access Control System for Bonita Lakes. The Access Control System, if installed, may include gatehouses, one or more electronic gates and/or tele-entry systems, and/or attendants. The decision as to whether or not the gatehouse(s) will be manned by an attendant(s), the hours it will be manned and if the gates will be operative, shall be at the sole discretion of the Developer so long as Developer is in control of Association and thereafter, by the Association. Association and Developer do not warrant or guaranty in any manner that the Access Control System will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association reserve the right to, at any time, increase, decrease, eliminate, or added manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

25.2 Club Owner. Club Owner shall have no obligation to pay any part of the costs of installing, maintaining, or replacing the Access Control System. In the event that the system requires that each owner accessing Bonita Lakes use a card to enter the Bonita Lakes, each employee, the Manager, and each Member of the Club (as such terms are defined in the Club Covenants) shall also be entitled to such a card upon payment to Association of the actual cost of such card plus a reasonable administrative expense.

25.3 Owners Responsibility. All Owners and occupants of any Homes, and the tenants guests and invitees of any Owner, as applicable, acknowledge that Association, its board and officers, Developer, or Club Owner, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Access Control System designed by or installed according to guidelines established, will not be compromised or circumvented, (b) any Access Control System will prevent loss by fire, smoke, burglary, theft, hold-up, or other wise, and/or (c) the Access Control System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Access Control System, Developer shall not be liable to the Owners or Association with respect to such Access Control System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Access Control System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Access Control System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Bonita Lakes. Neither Developer nor Association guarantees or warrants, expressly or by

implication, the merchantability of fitness for use of any community Access Control System, or that any such system (or any of its components or related services) will prevent intrusions, or other occurrences, regardless of whether or not the Access Control System is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer and Association, their employees, agents, manager, directors, and officers, are not insurers of Owners or Homes, or personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

26 General Provisions.

26.1 Refund of Taxes and Other Funds. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

26.2 Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer or Club Owner, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

26.3 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

26.4 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

26.5 Execution of Documents. Developer's plan of development for the Property (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owner, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or Lot, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Bonita Lakes or any portions(s) thereof.

26.6 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

26.7 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

26.8 Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to Association and the Owners of Lots and/or Homes in Bonita Lakes; and any Owner may also grant the benefit of such easement, license, right or privilege to their tenants and guests and their immediate families for the duration of their tenancies or visits, subject, in the case of the Common Areas to the Rules and Regulations of the Board, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

26.9 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 am and 5 pm shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy.

27 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home may be subject to one or all of the following documents and all amendments thereto (collectively, the "Title Documents"):

27.1 Right-of Way Easement recorded in Deed Book 22 at Page 74.

27.2 Order of Taking recorded in Official Records Book 7614 at Page 143.

27.3 Agreement recorded in Official Records Book 14654 at Page 2415.

27.4 Declaration of Restrictions recorded in Official Records Book 14665 at Page 1922.

27.5 Modification of Declaration of restrictions recorded in Official Records Book 15826 at Page 3496.

27.6 Agreement for construction of Water and Sanitary Sewage Facilities and for the Provision of Water and Sewage Disposal Services for Four Lakes South – Parcel IV between Metropolitan Dade County and Lennar Homes, Inc. Recorded in Official Records Book 14738 at Page 3343.

27.7 Excavation Performance Bond Filed May 7, 1991 recorded in Official Records Book 15012 page 3482.

27.8 Deed of Easement recorded in Official Records Book 15137 page 4083.

27.9 Declaration of Restriction recorded in Official Records Book 15189 at page 2092.

- 27.10 Deed of Easement recorded in Official Records Book 15018 Page 2102.
- 27.11 Covenant recorded in Official Records Book 15629 Page 1952.
- 27.12 Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bonita Lakes recorded in Official Records Book 15629 at Page 1956.
- 27.13 Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Three Lakes recorded in Official Records Book 15664 at Page 2731, The title of this document should have read "... for Bonita Lakes" instead of "...for Three Lakes" as shown,
- 27.14 Modification of Declaration of Restrictions recorded in Official Records Book 15691 at Page 2069.
- 27.15 Second Amendment to Declaration of Covenants, Restrictions, Easements, Charges, and Liens for Bonita Lakes recorded in Official Records Book 15817 at Page 2944.
- 27.16 Action by Consent in Writing recorded in Official Records Book 15817 at Page 2949.
- 27.17 Amendment to Covenant recorded in Official Records Book 15817 at Page 2951.
- 27.18 Modification of Declaration of Restrictions recorded in Official Records Book 15826 at Page 3496.
- 27.19 Corrective Certificate recorded in Official Records Book 15860 at Page 1832.
- 27.20 Modification of Declaration of Restrictions recorded in Official Records Book 15891 at Page 2069.
- 27.21 Easement recorded in Official Records Book 15935 at Page 3353.
- 27.22 Warranty Deed from Lennar Homes, Inc. to Metropolitan Dade County recorded in Official Records Book 15975 at Page 2480.
- 27.23 Partial Release of Easement recorded in Official Records Book 16118 at Page 3958.
- 27.24 Application and Acceptance of Conditional building Permit and Estoppel Notice recorded in Official Records Book 16210 at Page 1744.
- 27.25 Third Amendment to Declaration of Covenants, Restrictions, Easements, charges and Liens for Bonita Lakes recorded in Official Records Book 1649 at Page 3001
- 27.26 Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bonita Lakes recorded in Official Records Book 16313 at Page 1982.
- 27.27 Easement recorded in Official Records Book 15601 at Page 2290.
- 27.28 Excavation Performance Bond recorded in Official Records Book 15834 at Page 2761.

27.29 Before the Metropolitan Dade County Environmental Quality Control Board recorded in Official Records Book 16382 at Page 3774.

27.30 Agreement and Declaration of Restrictions recorded in Deed Book 2031 at Page 682 under Clerk's File No. 60R -78043.

27.31 Agreement for the Construction of Water and Sanitary Sewage Facilities and for the Provision of Water and Sewage Disposal Services for Four Lakes North – Parcel I between Metropolitan Dade County and Lennar Homes, Inc., recorded in Official Records Book 14738 at Page 3159.

27.32 Agreement for the Construction of Water and Sanitary Sewage Facilities and for the Provision of Water and Sewage Disposal Services for Four Lakes North – Parcel II between Metropolitan Dade County and Lennar Homes, Inc. recorded in Official Records Book 14738 at Page 3244.

27.33 Agreement for the Construction of Water and Sanitary Sewage Facilities and for the Provision of Water and Sewage Disposal Services for Four Lakes East – Parcel III between Metropolitan Dade County and Lennar Homes, Inc. Recorded in Official Records Book 14738 at Page 3274.

27.34 Release of Excavation Performance Bonds recorded in Official Records Book 15110 at Page 1197.

27.35 Addendum Number One to Agreement for the Construction of Water and Sanitary Sewage Facilities and for the Provision of Water and Sewage Disposal Services for Four Lakes Parcel I between Metropolitan Dade County and Lennar Homes, Inc., recorded in Official Records Book 15441 at Page 4083.

27.36 Easement recorded in Official Records Book 15935 at Page 3351.

27.37 Easement recorded in Official Records Book 16012 at Page 3139.

27.38 Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Official Records Book 16274 at Page 832.

27.39 Reaffirmation of Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bonita Lakes recorded in Official Records Book 16319 at Page 0040.

27.40 Before the Metropolitan Dade County Environmental Quality Board (Board Order No. 94-24) recorded in Official Records Book 16382 at Page 3774.

27.41 Satisfaction of Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Official Records Book 16348 at Page 3090.

27.42 Satisfaction of Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Official Records Book 16521 at Page 2341.

27.43 Satisfaction of Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Official Records Book 16533 at Page 1027.

27.44 Easement recorded in Official Records Book 16540 at Page 991.

27.45 Easement recorded in Official Records Book 16545 at Page 2296.

27.46 Easement recorded in Official Records Book 16545 at Page 2299.

27.47 Easement recorded in Official Records Book 16545 at Page 2302.

27.48 Amendment to the Declaration of Covenants, Restrictions, Easements, charges of Liens for Bonita Lakes recorded in Official Records Book 16574 at Page 3743.

27.49 Resolution Acceptance and Implied Offer of Declaration for a Portion of the Seaboard Throughway in Section 24, Township 55 South, Range 39 East, Dade County, Florida, Resolution No. R-1789-94 recorded in Official Records Book 16636 at Page 3535.

27.50 Addendum Number Three to Agreement For the Construction of Water and Sanitary Sewage Facilities AND for the Provision of Water and Sewage Disposal Services for Mandy Subdivision Between Metropolitan Dade County and Kendall Grove, LTD., recorded in Official Records Book 16685 at Page 1308.

27.51 Amendment to the Declaration of Covenants, Restrictions, Easements, charges and Liens for Bonita Lakes recorded in Official Records Book 16710 at Page 0796.

27.52 Partial Release of Mortgage recorded in Official Records Book 16874 at Page 1090.

27.53 Notice of Partial Voluntary Dismissal and Release of Lis Pendens recorded in Official Records Book 16916 at Page 4774.

27.54 Release of County Bond 7993 13/24-55-39 recorded in Official Records Book 16929 at Page 0842.

27.55 Release of County Bond 7339 13/24-55-39 recorded in Official Records Book 16929 at Page 0844.

27.56 Notice of Partial Voluntary Dismissal and Release of Lis Pendens recorded in Official Records Book 17012 at Page 0447.

27.57 United States Departments of the Interior Bureau of Land Management Eastern States 7450 Boston Boulevard Springfield, Virginia 22153 recorded in Official Records Book 17136 at Page 0612.

27.58 Mortgage Modification Agreement recorded in Official Records Book 17180 at Page 2805.

27.59 Notice of Lis Pendens recorded in Official Records book 17271 at Page 4791.

27.60 Notice of Partial Voluntary Dismissal and Release of Lis Pendeds recorded in Official Records Book 17362 at Page 1346.

27.61 Performance Bond recorded in Official Records book 8652 at Page 443.

27.62 Collateral Mortgage and Security Agreement recorded in Official Records Book 13661 at Page 2149.

27.63 Certification to First American Title Insurance Company recorded in Official Records Book 14340 at Page 1353.

27.64 Mortgage Spreading Agreement recorded in Official Records Book 15195 Page 595.

27.65 UCC-1 Financing Statement recorded in Official Records book 15195 at Page 600.

27.66 Agreement for Sewage Pumping Station Number 123 Modifications between Metropolitan Dade County and Lennar Homes, Inc. recorded in Official Records Book 16764 at Page 345.

Developer's plan of development for Bonita Lakes may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents, require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of it duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of deed to a Home;

a. To execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

b. That such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Dade Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time and in the sole and absolute discretion of Developer.

IN WITNESS THEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal as of this 23rd day of February, 1999.

WITNESSES:

LENNAR LAND PARTNERS, a Florida general partnership.

LENNAR HOMES, INC., a Florida corporation, attorney in fact*

By: _____

Print name: _____

Name: _____

Title: _____

Print name: _____

[SEAL]

Pursuant to that certain power of Attorney
Recorded in Official Records Book 17874
at page 143 in the Public Records of Miami
Dade County, Florida.

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23rd day of February, 1999, by _____, as _____ of Lennar Homes, Inc., a Florida corporation, as Attorney in fact for Lennar Land Partners, a Florida general partnership who is personally known to me or who produced _____ as identification on behalf of the corporation.

My commission expires:

Notary Public, State of Florida at large
Print name:

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal as of this 23 day of February, 1999.

WITNESSES:

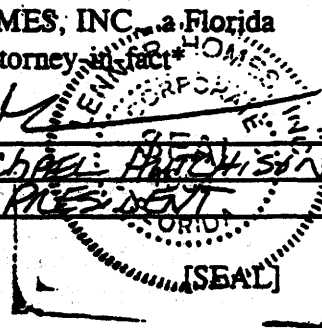
LENNAR LAND PARTNERS, a Florida general partnership

Catalyn Cordese
 Print Name: CATALYN CORDESE

Deanna Cruz
 Print Name: DEANNA CRUZ

By: LENNAR HOMES, INC, a Florida corporation, attorney in fact

Michael Hutchison
 Name: MICHAEL HUTCHISON
 Title: VICE PRESIDENT

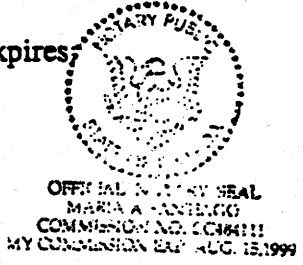


*Pursuant to that certain Power of Attorney recorded in Official Records Book 17874 at Page 413 in the Public Records of Miami-Dade County, Florida.

STATE OF FLORIDA)
) SS.:
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23 day of February, 1999, by MICHAEL HUTCHISON, as VICE PRESIDENT of Lennar Homes, Inc., a Florida corporation, as attorney in fact for Lennar Land Partners, a Florida general partnership who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



MARIA A. SANTIAGO
 NOTARY PUBLIC, State of Florida
 at Large
 Print name: MARIA A. SANTIAGO

JOINER

BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC.

BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC. ("Association") does hereby join in the amended and restated Declaration of the restrictions and covenants for Bonita Lakes ("Declaration") to which this joiner is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and is not a condition to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS THEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal as of this 23rd day of February, 1999.

WITNESSES:

BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation.

LENNAR HOMES, INC., a Florida corporation, attorney in fact*

By: _____

Print name: _____

Name: _____

Title: _____

Print name: _____

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of February, 1999, by _____, as _____ of Lennar Homes, Inc., a Florida corporation, as Attorney in fact for Lennar Land Partners, a Florida general partnership who is personally known to me or who produced _____ as identification on behalf of the corporation.

My commission expires:

Notary Public, State of Florida at large

Print name:

JOINDER

BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC.

BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC. ("Association") does hereby join in the Amended and Restated Declaration of Restrictions and Covenants for Bonita Lakes ("Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and is not a condition to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 18 day of February day of February, 1999.

WITNESSES:

BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Jill Soman Beiter
Print Name: Jill Soman Beiter

Carolyne Condero
Print Name: CAROLYN CONDERO

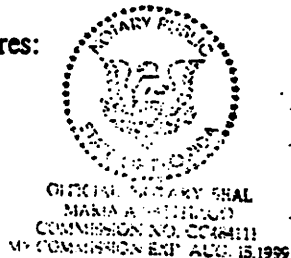
By: Deanna Cruz
Name: Deanna Cruz
Title: Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23 day of February, 1999 by DEANNA CRUZ as VICE PRESIDENT of BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced as identification, on behalf of the corporation.

My commission expires:



Maria A. Santiago
NOTARY PUBLIC, State of Florida
at Large

Print name: MARIA A. SANTIAGO

EXHIBIT 1
BONITA LAKES LEGAL DESCRIPTION

All of the property in the following plats recorded in the public records of Miami-Dade County, Florida:

FOUR LAKES SECTION ONE, according to the Plat thereof as recorded in Plat Book 142 at Page 29 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION ONE AMENDED, according to the Plat thereof as recorded in Plat Book 143 at Page 22 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION TWO, according to the Plat thereof as recorded in Plat Book 144 at Page 22 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION THREE, according to the Plat thereof as recorded in Plat Book 144 at Page 46 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION FOUR, according to the plat thereof as recorded in Plat Book 144 at Page 79 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION FIVE, according to the Plat thereof as recorded in Plat Book 145 at Page 56 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION SIX, according to the Plat thereof as recorded in Plat Book 146 at Page 46 of the public records of Miami-Dade County, Florida;

The metes and bounds legal description attached hereto as Schedule 1 (Four Lakes Section Seven Tentative Plat).

Less:

Tract C1 of FOUR LAKES SECTION ONE, ACCORDING TO THE Plat thereof, as recorded in Plat Book 142 at Page 29 of the Public Records of Miami-Dade County, Florida.

PROPOSED FOUR LAKES SECTION SEVEN
LEGAL DESCRIPTION

Lot 92, of Block 4 of FOUR LAKES SECTION SIX, according to the plat thereof recorded in Plat Book 146, at Page 46 of the Public Records of Dade County, Florid, and a portion of Section 13 and a portion of the North ½ of Section 24, all in Township 55 South, Range 39 East Dade County, Florida, being particularly described as follows:

Begin at the most Northerly corner of Tract "B-6" of said FOUR LAKES SECTION SIX, said point lying on the Southeasterly boundary line of the CSX (Seaboard Coast Line) Railroad Right-of-Way; thence N38°47'56"E along the said Southeasterly boundary line of the CSX Railway for 664.45 feet it is intersection with the South line of the Florida Power & Light Company's Right-of- Way for N87°03'21"E along the said South line of the Florida Power & Light Company's Right-of-Way for 1,258.42 feet to its intersection with the West Boundary line of the Homestead Extension of Florida's Turnpike (State Road No. 821), said point lying on a circular curve concave to the West, said point bearing N83°40'50' from the center of said curve; thence run the following courses and distances along the said West boundary line of the Homestead Extension of Florida's Turnpike (State Road No. 821);Southeasterly along said curve to the right, having for its elements a radius of 7,549.44 feet and a central angle of 4°02'11; for an arc distance of 531.84 feet to a point; thence S03°549' E for 900.10 feet; Thence S02°17'04' E for 37.33 feet to its intersection with the South line of the North ½ of the North 1/2of the NE ¼ of the NE ¼ of said Section 24; thence departing the said West boundary line of the Homestead Extension of Florida's Turnpike (State Road No. 821) run S87°45'31' W along the said South Line of the North ½ of the North ½ of the NE ¼ of the NE ¼ of said Section 24 for 280.11 feet to the Southwest corner of the Said North ½ of the North ½ of the NE ¼ of the NE ¼ of said Section 24;for 122.65 feet to the Northeast corner of the plat of FOUR LAKES SECTION THREE S87°37'39' W for 100.0 feet; thence NO2°22'21'W for 24.25 feet': thence S87°37'39'W for 119.00 feet: thence N47°49'07W for 252.98 feet; thence S87°44'56'W for 1,006.90 feet to a point on the boundary line of said FOUR LAKES SECTION SIX; thence departing the said boundary line of said FOUR LAKES SECTION THREE run N02°04'37' along the said boundary line of FOUR LAKES SECTION SIX for 147.18 feet to the Southeasterly corner of said Lot 92 of Block 4; thence S87°55'23'W along the South line of said Lot 92 of Block 4 for 40.00 feet to the Southwest corner of said Lot 92 of Block 4 ; thence N02°04'37' along the West line of Said Lot 92 Block 4 for 161.66 feet to the Northwest corner of Said Lot 92of Block 4, said point lying on a circular curve concave to the Northwest, said point bearing S08°31'40' E from the center of said curve; thence Northeasterly, along the North line of said Lot 92 Block 4 and its extension along the said boundary line of FOUR LAKES SECTION SIX, along said curve to the left, having for its elements a radius of 162.00 feet and a central angle of 27°49'18 for an arc distance of 78.66 feet to a point of compound curvature; thence continuing along the following courses and distances along the said boundary line of FOUR LAKES SECTION SIX: Northeasterly, Northerly and Northwesterly, along said curve to the left, having for its elements a radius of 87.00 feet along said curve having for its elements a radius of 197.00 feet a central angle of 53°32'53' for an arc distance of 184.11 feet to a point; thence N51°12'04', radial to the last described curve, for 159.00 feet to the Point of Beginning.

Prepared for:
Lennar Homes, Inc.
Job No. 96-7084
November 21, 1996

Prepared by :
Jack Mueller & Associates, Inc.
Certificate of Authorization No. LB0064
Consulting Engineers & Land Surveyors
9450 Sunset Drive Ste. 200
Miami, Florida 33173
305-279-5555

EXHIBIT 2
ARTICLES OF INCORPORATION

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BONITA LAKES PROPERTY OWNERS ASSOCIATION,
INC.
(A CORPORATION NOT FOR PROFIT)

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AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements on the laws of the State of Florida, the following are the Amended and Restated Articles of Incorporation of the Bonita Lakes property Owners Association, Inc.

1 Name of Corporation. The name of the corporation is BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC. ("Association").

2 Principle Office. The principal office of Association is 760 N.W. 107th Avenue, Suite 201, Miami, Florida 33172.

3 Registered Office. Registered Agent. The street address of the Registered Office of Association is 100 S.E. 2nd Street, Ste. 2800, Miami, FL 33131-2144. The name of the Registered Agent of Association is:

KTG & S REGISTERED AGENT CORPORATION

4. Definitions. A declaration entitled Amended and Restated Declaration of Restrictions and Covenants for Bonita Lakes (the "Declaration") has been or will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of a Community known as Bonita Lakes. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Not for Profit. Association is a no-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

6. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and Owners; and (d) promote the health, safety and welfare of the Owners.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration and the Club Covenants, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration, these Articles, the By-Laws and the Club Covenants.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Bonita Lakes.

7.3 To fix, levy collect and enforce payment, by lawful means, of all Assessments pursuant to the Declaration, these Articles and the By-Laws.

7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.5 To do all acts and make all payments required by the Club Covenants.

7.6 To acquire (by gift, purchase or otherwise), own hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.7 To borrow money, and to mortgage, and with the assent of two-thirds (2/3) of the voting interests of Owners (excluding Developer), pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8 To purchase the Club by majority Board action as provided in the Club Covenants without the joinder or consent of the Owners or any other party.

7.9 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.10 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the voting interest of Owners.

7.11 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Bonita Lakes, the Common Areas, Lots and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.12 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.13 To employ personnel and retain independent contractors to contract for management of Association, Bonita Lakes and the Common Areas and the Club (if Association shall ever be appointed Club Manager or purchase the Club pursuant to the Club Covenants) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.14 To contract for services to be provided to, or for the benefit, Association, Club Owner, Owners, the Common Areas and Bonita Lakes and the Club as provided in the Declaration and Club Covenants such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, and utility services.

7.15 To establish committees and delegate certain of its functions to committees.

8. Membership. Each Home and Lot which is subject to Assessments by Association pursuant to the Declaration shall have appurtenant thereto a membership in Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such Home or Lot, except that no person or entity holding an interest or title to a Home or Lot as security for performance of an obligation

shall acquire the membership appurtenant to such Home or Lot by virtue of such interest or title. In no event may any membership be severed from the Home or Lot by virtue of such interest or title.

9. Voting Rights. Association shall have two classes of voting membership:

9.1 Class A Member. Class A Members shall be all Owners with the exception of Developer and Builder. Class A Members owning a Lot or a Home shall be entitled to one (1) vote for each Lot or Home owned; provided, however, when more than one (1) person holds title to a Lot or a Home, all such persons shall be Class A Members, and the vote for each Lot or Home shall be exercised as the Owners of such Lot or Home determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Home.

9.2 Class B Member. The Class B Members shall be Developer and Builder. Each Class B Member shall be entitled to three (3) votes for each Lot or Home owned by the Class B Member. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) At such time as the Class B Members voluntarily relinquishes their right to vote; or
- (c) On December 31, 2005.

10. Board of Directors. The affairs of Association shall be managed by a Board of not less than three (3) nor more than nine (9) persons. Currently the Board has three (3) members. The number of Directors shall be determined from time to time in accordance with the provisions of the By-Laws. The number of Directors on the Board shall always be an odd number. Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the Annual Members Meeting. At the first Annual Members Meeting following the cessation of the Class B Membership, the Members shall elect two (2) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, and one (1) Director for a term of three (3) years; the two candidates receiving the second and third largest vote shall serve as Directors for two (2) years; and the two (2) candidates receiving the fourth and fifth largest vote shall serve as Directors for one (1) year. At each Annual Members Meeting thereafter, the Members shall elect the appropriate number of Directors for a term of three (3) years.

11. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

12. Indemnification.

12.1 Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, employee or agent, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct in the performance of their duty to Association, unless and only to the extent that the court, in which such action or suit was brought, shall determine upon application that despite the adjudication of

liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses, action, suit or proceeding by judgment, order, settlement, 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 reasonably believed to be in or not opposed to the best interest of Association, and with respect to any criminal action or proceeding, has reasonable cause to believe that their conduct was unlawful. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

12.2 Expenses. To the extent that a director, officer, employee or agent of Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Section, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at all levels, including appeals) actually and reasonably incurred by him or her in connection therewith.

12.3 Approval. Any indemnification under this Section (unless ordered by a court) shall be made by Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in this Section. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion or by a majority of the Owners.

12.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by Association in advance of the final dispositions of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf to the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by Association as authorized in this Section.

12.5 Miscellaneous. The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, any agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

12.6 Insurance. Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not Association would have the power to indemnify him or her against such liability under the provisions of this Section.

13. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer or Club Owner, or between Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or avoidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may

be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

14. By-Laws. The By-Laws may be amended, at a regular or special meeting of the Owners, by a vote of a majority of the voting interests of a quorum of Owners present in person or by proxy.

15. Amendments.

15.1 Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall adversely affect the rights of Developer, Builder or Club Owner unless such amendment receives the proper written consent of Developer, Builder or Club Owner as applicable, which may be withheld for any reason whatsoever. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration. If prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the proper written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

15.2 Amendment Generally. Proposals for the alteration, amendment or revision of these Articles of Incorporation may be made by a majority of the Board of Directors or by Members holding twenty-five percent (25%) of the voting interests of Association. Amendment of these Articles shall require the assent of not less than two-thirds (2/3) of the voting interests of the Members of Association.

16. Dissolution. Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of Association, other than incident to a merger or consolidation, as assets of Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which Association was created. In the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposed. Any action under this Section is subject to the procedures and requirements of Chapter 617 of the Florida Statutes.

17. Duration. Association shall have perpetual existence.

18. HUD/VA Approval. Annexation of additional property into Bonita Lakes other than as contemplated by the Declaration, mergers and consolidations, mortgaging or dedication of the Common Areas, dissolution and any amendment of these Articles which materially affects the rights of Owners shall require the proper approval of HUD and/or VA, as applicable, at any time there is Class B Membership.

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this _____ day of February, 1999.

KTG&S REGISTERED AGENT
CORPORATION

Printed Name: _____

Title: _____

EXHIBIT 3

BY-LAWS

AMENDED AND RESTATED BY-LAWS
OF
BONITA LAKES PROPERTY OWNERS ASSOCIATION,
INC.

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AMENDED AND RESTATED BY-LAWS
OF
BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC.

1. Name and Location. The name of the corporation is BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC. (“Association”). The principal office of the corporation shall be located at 760 N.W. 107th Avenue, Suite 201, Miami, Fl 33172, or at such other location determined by the Board of Directors (the “Board”) from time to time.

2. Definitions. The definitions contained in the Amended and Restated Declaration of Restrictions and Covenants for Bonita Lakes (the “Declaration”) relating to the residential community known as Bonita Lakes recorded, or to be recorded, in the Public Records of Miami-Dade County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

“Annual Members Meeting” shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

“Articles” shall mean the Amended and Restated Articles of Incorporation for Association, as amended from time to time.

“By-Laws” shall mean these Amended and Restated By-Laws as amended from time to time.

“Declaration” shall mean the Declaration as modified from time to time.

“Member” shall mean each Owner, Builder and Developer.

“Minutes” shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

“Official Records” shall mean all records required to be maintained by Association pursuant to Section 617.303(4) of the Florida Statutes, as amended from time to time.

“Special Members Meeting” shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

“Voting Interests” shall mean the voting rights held by the Members.

3. Meeting of Members.

3.1 Voting Interests. Each Owner, Developer and Builder shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or Home. There shall be one vote appurtenant to each Lot or Home. For the purposes of determining who may exercise the Voting Interest associated with each Lot or Home, the following rules shall govern:

3.1.1 Lot or Home Owned by Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Lot or Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot or Home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Lot or Home is owned by Robert Smith, Trustee, Robert Smith shall be deemed the Owner of the Lot or Home for all Association purposes. If the Lot or Home is owned by Robert Smith as Trustee for Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Lot or Home for all Association purposes. If the Lot or Home is owned by Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Lot or Home for all Association purposes. If the Lot or Home is owned By the Jones Family trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the indemnification of the person who should be treated as the Member with respect to the Lot or Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot or Home, either trustee may exercise the Voting Interest associated for such Lot or Home. In the event of a conflict between trustees, the Voting Interest for the Lot or Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot or Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot or Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Lot or Home.

3.1.4 Partnerships. If a Lot or Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot or Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If Lot or Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot or Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot or Home cannot be exercised.

3.1.5 Multiple Individuals. If a Lot or Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot or Home. In the event that there is a conflict among such individuals, the Voting Interest for such Lot or Home cannot be exercised.

3.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In

addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the “Annual Members Meeting”) shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3. Special Meetings of the Members. Special meetings of the Members (a “Special Members Meeting”) may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any Director, any officer of the Board or any management company retained by Association. A copy of the notice shall be posted in a conspicuous place upon the Common Areas or in the Club at least 48 hours in advance of the meeting. The notice shall specify the place, day, and hour of the meeting and, in case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not limitation, such notice may be included in a newsletter sent to each Member by the Club or Association.

3.5 Quorum of Members. Until the Community Completion Date, a quorum shall be established by Developer’s presence at any meeting. From and after the Community Completion Date, a quorum shall be established by the presence, in person or by proxy of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn in the meeting and reschedule it on another day.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 617.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Election and Removal of Directors.

4.1 Number. Until the Class B membership terminates, Developer shall appoint the members of the Board. The Board members appointed by Developer need not be Members of Association. Board

Members elected by the other Members must be Members of Association. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The number of Directors on the Board shall be an odd number. At least thirty (30) days prior to any Annual Members Meeting, a majority of the Board may vote to increase or decrease the number of Directors. Such increase or decrease shall take effect at the next Annual Members Meeting. With respect to a decrease, the Board shall adopt procedures to implement such decrease.

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. At the first Annual Members Meeting after the Class B membership ceases to exist the Members shall elect two (2) Directors for a term one (1) year, two (2) Directors for a term of two (2) years, and a fifth (5th) Director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as Director for three (3) years; the two candidates receiving the second and third largest vote shall serve as Director for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as Directors for one (1) year. At each Annual Members Meeting thereafter the Members shall elect the appropriate number of Directors for a term of three years.

4.3 Removal. Any vacancy created by the resignation or removal of a Director appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors elected by the Class A Members may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests. Any Director elected by Class A Members may be removed from the Board, with or without cause, by a majority vote of the Members of Association.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law. The Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than three (3) days notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to

determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all Members.

5.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings to Members. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas and/or in the Club at least 48 hours in advance, except of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, the Declaration, the Community Standards and the Club Covenants, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Service Providers for Telecommunication Services, and collect and remit the Club Charges if so directed by Club Owner.

6.1.2 Rules and Regulation. Adopt, publish, promulgate and enforce rules and regulations governing the use of Bonita Lakes by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment of charge levied, or collected, by Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration and the Club Covenants.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, these By-Laws and the Club Covenants, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to the following:

7.1 Official Records. Maintain and make available all Official Records.

7.2 Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, Rules and Regulations and, when appropriate, the Club Covenants.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

8.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of Association and Board, sign, all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board: sign , or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 617.303 of the Florida Statutes; cause to be prepared in accordance with generally accepted accounting principals all financial reports required by the Florida Statutes; and perform such other duties as required by the Board; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board, and deliver a copy of each budget approved by the Board to the Members.

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 ACC. The members of the ACC shall be appointed as provided under the Declaration. Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Books and Records. The Official Records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions and Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Requirements. These By-Laws may be amended at any meeting of the Members by a vote of a majority of the Voting Interests of a quorum of Members present, in person or by proxy except that HUD/VA has a right to veto any amendment while there is a Class B membership.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31st of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

EXHIBIT 4
CLUB COVENANTS

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.
ZACK KOSNITZKY, P.A.
Suite 2800 Nations Bank Tower
100 SE Second Street
Miami, Florida 33131



AMENDED AND RESTATED
BONITA LAKES BEACH CLUB COVENANTS
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AMENDED AND RESTATED
BONITA LAKES BEACH CLUB COVENANTS

THESE AMENDED AND RESTATED BONITA LAKES BEACH CLUB COVENANTS
(these "Covenants") are made as of this 1st day of February, 1999 by Lennar Homes, Inc. ("Lennar").

RECITALS

A. Lennar recorded that certain Covenants in Official Records Book 15629, at Page 1952 of the Public Records of Miami-Dade County, Florida (the "Original Covenant"), which Original Covenant runs with the real property described in Exhibit A attached hereto and made a part hereof ("Bonita Lakes").

B. The Original Covenant was also attached as Exhibit "F" to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bonita Lakes recorded in Official Records Book 15629 at Page 1956 of the Public Records of Miami-Dade County, Florida.

C. The Original Covenant was amended by the Amendment (the "Amendment") recorded in Official Records Book 15817, Page 2951 of the Public Records of Miami-Dade County, Florida (the Original Covenant, as amended by the Amendment, shall be referred to herein as the "Original Club Documents").

D. Section 9 of the Original Club Documents provides that Lennar, as Grantor therein, has the absolute right to amend the Original Club Documents at any time, without prior notice and without the consent of any person or entity for any reason whatsoever.

E. Lennar has determined that the Original Club Documents should be amended and restated. NOW THEREFORE, Lennar does impose, restrict, and make applicable to Bonita Lakes the following Covenants:

1. Recitals and Effect. The foregoing Recitals are true and correct and form a part of these Covenants. These Covenants replace entirely the Original Documents provided, however, these Covenants shall relate back to August 20, 1992.

2. Definitions. In addition to the initially capitalized terms defined elsewhere in these Covenants, the following terms shall have the following meanings:

"Apartment Building" shall mean a multiple family structure where the Homes are rented or leased to Tenants rather than individually owned; but shall not mean a multiple family structure submitted to condominium ownership.

"Applicable Rate" shall mean two percent (2.0%) above the Prime Rate.

"Assessments" shall have the meaning set forth in the Declaration.

"Association" shall mean the Bonita Lakes Property Owners Association, Inc., its successors and assigns.

"Board" shall mean the Board of Directors of Association.

“Bonita Lakes” shall have the meaning set forth in the Declaration. Bonita Lakes presently includes the real property described on Exhibit A.

“Budget” shall have the meaning set forth in Section 10.2 hereof.

“Club” shall mean any club operated on or out of the Clubhouse and/or Tennis Parcel. The Club is currently known as Club Bonita Lakes.

“Club Charges” shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of these Covenants and Declaration, including, without limitation, the Club Fee.

“Clubhouse” shall mean the clubhouse building from time to time existing on the real property described in Exhibit B attached hereto and made a part hereof. The Clubhouse contains a fitness room, saunas, men’s and women’s locker rooms, Developer’s sales office, a multi-purpose room and adjacent swimming pool.

“Club Fee” shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 8.1 hereof.

“Club Manager” shall mean the entity operating and managing the Club at any time. Club Owner or Association may be Club Manager as provided for in these Covenants.

“Club Operating Costs” Shall mean all expenses (as such term is used in its broadest sense) of owning (including Club Owner’s debt service), operating, managing, maintaining, insuring the Club, including, but not limited to, trash collection, utility charges, maintenance, management fees, reserves, repairs, refurbishments, payroll and payroll costs, insurance, working capital, ad valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or accessed against, or in connection with the Club. By way of example and not of limitation, Club Operating Costs shall include all legal expenses of the Club Owner and Club Manager with respect to the Club.

“Club Owner” shall mean the owner of the real property comprising the Club. At this time, Lennar is Club Owner. Club Owner may change from time to time (e.g., Lennar may sell the Club).

“Club Property” shall mean the Clubhouse and Tennis Parcel.

“Club Purchase Price” shall have the meaning set forth in Section 7.3.1.2 hereof.

“Club Working Capital Fund” shall have the meaning set forth in Section 9 hereof.

“Common Areas” shall have the meaning set forth in the Declaration.

“Community Completion Date” shall have the meaning set forth in the Declaration.

“Covenants” shall mean these Covenants together with all amendments and modifications hereto.

“Declaration” shall mean that certain Amended and Restated Declaration of Restrictions and Covenants for Bonita Lakes, as such Declaration shall be amended or modified from time to time, which has or will be recorded in the Public Records.

“Deed” shall mean that any deed conveying any portion of Bonita Lakes or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, without limitation, a deed to a Home, but excluding a mortgage on a Home.

“Default Rate” shall mean the lesser of eighteen percent (18%) or the highest rate permitted by law.

“Developer” shall have the meaning set forth in the Declaration. At this time Developer and Club Owner are the same entity. At a future time, Developer and Club Owner may be different entities (e.g., Lennar may sell the Club).

“Home” shall mean a residential home and appurtenances thereto constructed on a Parcel within Bonita Lakes. A Home shall include, without limitation, a condominium unit, coach home, villa, townhouse unit, single family home and each residential apartment within an Apartment Building. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Club Charges with respect to such Home. The term “Home” includes any interest in land, improvements, or other property appurtenance to the Home.

“Immediate Family Members” shall mean the spouse of the Member and all unmarried children twenty-two (22) years and younger of either the Member or the Member’s spouse. If a Member is unmarried, the Member may designate one other person who is living with such Member in the Home in addition to children of the Member as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Member within the Home.

“Lender” shall have the meaning set forth in the Declaration.

“Lennar” shall mean Lennar and its successors or assigns. Although not obligated to do so, Lennar may identify its successors or assigns by an amendment to these Covenants.

“Maturity Date” shall mean 26 years from the date the Note is executed.

“Maximum Share” shall have the meaning set forth in Section 8.4 hereof.

“Member” shall mean every Owner (other than an Owner who has leased his Home to Tenant) and Tenant; provided, however, for the purposes of Membership, there shall be only one Tenant per Home. A person shall continue to be a Member until he ceases to be an Owner, or ceases to be a Tenant legally entitled to possession of a rental Home.

“Mortgage” shall have the meaning set forth in Section 7.2.3 hereof.

“Note” shall have the meaning set forth in Section 7.2.3 hereof.

“Option Date” shall have the meaning set forth in Section 7.2.2 hereof.

“Option Notice” shall have the meaning set forth in Section 7.2.2 hereof.

“Owner” shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term “Owner” shall not include Developer, Club Owner or Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel shall be deemed Owner with respect to each Home. For example, an Owner of an Apartment Building is an Owner with respect to each Home within such Apartment Building.

“Parcel” shall mean a platted or unplatted lot, tract or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

“Parking Areas” shall mean all areas designated for parking within the Club facilities.

“Prime Rate” shall mean the prime rate (or base rate) reported in the “Money Rates” column or section of The Wall Street Journal published on the second Business Day of the month preceding the month in which a payment of interest and/or principal is due under the Note, as having been the rate in effect for corporate loans at large U.S. money center commercial banks (whether or not such rate has already been charged by any such bank) as of the first calendar day of such month for which such rate is published. In the event The Wall Street Journal ceases publication of the prime rate, then “Prime Rate” shall mean the prime rate (or base rate) announced by Citibank, N.A., New York, New York (whether or not such rate has actually been charged by such bank) in effect on the first calendar day of such month. In the event such bank discontinues the practice of announcing the “prime rate”, the term “Prime Rate” shall mean the highest rate charged by such bank on the first calendar day of such month on short-term unsecured loans to its most creditworthy large corporate borrowers. In the Event The Wall Street Journal (1) publishes more than one “Prime Rate”, the higher or highest of such rates shall apply, or (2) publishes a retraction or correction of such rate, the rate reported in such retraction or correction shall apply.

“Purchase Option” shall have the meaning set forth in Section 7.2.2 hereof.

“Public Records” shall mean the Public Records of Miami-Dade County, Florida.

“Rules and Regulations” shall have the meaning set forth in Section 16.8 hereof.

“Special Use Fees” shall have the meaning set forth in Section 8.11 hereof.

“Tenant” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Bonita Lakes. If a lease names more than one person as lessee, such lessees shall designate one of themselves as a Tenant for Membership purposes.

“Tennis Parcel” shall mean the real property described on Exhibit C attached hereto and made a part hereof, which contains tennis courts available to Members.

“Title Document” shall have the meaning set forth in the Declaration.

All other initially capitalized terms not defined herein, shall have the meanings set forth in the Declaration.

3. Release. The real property described on Exhibit D hereof is released from these Covenants, and shall not be subject to these Covenants (or the Original Covenant which these Covenants replace). Such property may, at the sole option of Club Owner and with the written consent of the owner of such property,

be made subject to these Covenants at some future date by the recordation of an amendment to these Covenants.

4. Terms and Effect of these Covenants.

4.1 Term. These Covenants shall be covenants running with Bonita Lakes in perpetuity.

4.2 Covenant Running with the Land. Every parcel of land which is part of Bonita Lakes and which shall be improved with a Home shall be burdened with the payment of Club Charges. These Covenants, including, without limitation, the obligation to pay Club Charges, shall run with the land. Every Owner, by acceptance of a Deed, shall automatically assume and agree to pay all Club Charges, which shall be due and payable as of the date of such Deed and which shall become due and payable thereafter on account of the membership in the Club pertaining to the property belonging to the Owner while such Owner remains an Owner.

4.3 Obligation to Reference in Deeds. The grantor of any portion of Bonita Lakes hereby agrees to include in any Deed a statement that such Deed is subject to the terms of these Covenants.

4.4 Value. The grantee of any portion of Bonita Lakes, by acceptance of a Deed for such portion of Bonita Lakes, hereby joins in the execution of these Covenants for the purpose of binding himself, his successors in title and assigns to the provisions hereof and expressly acknowledges that the automatic membership in the Club granted to Owners and Tenants renders ownership of Bonita Lakes and any par thereof more valuable than it would be otherwise.

4.5 Material Consideration. All persons who shall become Owners of any portion of Bonita Lakes acknowledges that the problems and enforceability of these Covenants were a material consideration in the initial conveyance by Lennar of such real property to the Owner (or his predecessor in title) and that Lennar would not have made such conveyance had these Covenants not been included and enforceable for the full period of time provided herein.

4.6 Best Interest. It is in the best interest of each Owner, for Bonita Lakes as a whole, and for property values therein, to provide for the Club to be located within Bonita Lakes.

4.7 Product Purchased. There were significant other housing opportunities available to each Owner in the general location of Bonita Lakes. The Home, and rights to utilize the Club, were material in each Owner's decision to purchase a Home in Bonita Lakes and were, for the purposes of these Covenants a "single Product." Each Owner understands that the Club is an integral part of the Bonita Lakes community.

4.8 Disclosure Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Home and each Owner had, or was afforded the opportunity, to consult with an attorney.

4.9 Non-Exclusive License. The provisions of these Covenants do not grant any ownership rights in the Club in favor of Association of Members but, rather, grant an exclusive license to use the Club subject to full compliance with all obligations imposed by these Covenants.

4.10 Benefit. The Benefits of these Covenants shall run in favor of Club Owner, its successors and assigns and each Owner.

5. Club Facilities.

5.1 Property Comprising the Club. Club Owner shall be the sole judge as to the plans, design location, completion, schedule, materials, equipment, size, and contents of the Club. Club Owner shall have the right to: (i) develop and construct the Club and related improvements within Bonita Lakes; and make any additions, alterations, improvements, or changes thereto; (ii) ,maintain and allow Developer to maintain and use customary sales offices (for sales and resale's of Homes and properties owned by Developer outside of Bonita Lakes), general offices, and construction operations on the Club Property including without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Homes; (iii) place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property and the Common Areas for sales, construction storage, or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club or any improvements located within Bonita Lakes; (v) post, display, inscribe or affix to the exterior of the Club and the Club Property and Common Areas, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of Bonita Lakes, including, without limitation, the sale of Parcels and Homes subject only to the Title Documents; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Club property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Club property, and use and/or sell excess plants and development and sale of the Club or any lands or improvements therein, or properties owned by Developer outside of Bonita Lakes; and (viii) maintain and operate one or more boats in ports of the Common Areas for promoting the Club and/or the sales of Homes and other properties, and/or in furtherance of any of the other rights reserved herein in favor of Club Owner.

5.2 Changes. Club Owner reserves the absolute right to from time to time, alter or change the Club, including construction of additional Club facilities an/or the removal of modification thereof.

6. Persons Entitled to use the Club.

6.1 Rights of Members. Each Member and his Immediate Family Member shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner; but these rights and privileges shall always include the following:

6.1.1 use of the Clubhouse and the Tennis Parcel; and

6.1.2 the right to participate in and attend all social events for Members upon the payment of the established fees and costs thereof, if any. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate the person who will be the Member of the Club with respect to such Home.

6.2 Use by Persons Other than Owners and Tenants. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons, firms or corporations other than Members, as it deems appropriate. Club Owner shall establish the fees to be paid by any person using the Club which is not a Member. The granting of such rights shall not invalidate these Covenants, reduce or abate any Owner's obligations to pay Club Charges pursuant to these Covenants, or give any Owner the right to avoid any of these Covenants. Each Owner acknowledges that Club Owner may offer membership in the Club to persons owing and/or leasing the property which is encumbered by the Title Documents but not subject to the Declaration.

6.3 Subordination. These Covenants and the rights of Members to use the Club is and shall be subject and subordinated to: (a) any ground lease, mortgage, deed of trust or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner, and (b) encasements, restrictions, limitations, conditions of record, the Title Documents and other conditions or governmental authorities. The provision shall be self-operative. Association, in its own name, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

7. Ownership and Control of the Club.

7.1. Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner until such time as the Club Owner either appoints Association as Club Manager or Club Owner transfers the Club to Association.

7.2. Transfer of Club to Association.

7.2.1 Option of Club Owner. In Club Owner's sole discretion, Club Owner shall have the option to transfer to the Club to Association so that it will be under the complete control of the Owners.

7.2.2 Association's Option to Purchase the Club. On or after one (1) year after the Community Completion Date (the "Option Date"); Association shall have the option to purchase the Club from Club Owner (the "Purchase Option"). This purchase Option may be exercised by a decision of the Majority of the Board of Association, without the joinder of any Owner or any other person. Such Purchase Option shall be exercised by Written notice (the "Option Notice") to Club Owner signed by a majority of the Board, which Option Notice shall be delivered by professional overnight courier to Club Owner at the following address (or such other address as may be designated by Club Owner from time to time by amendment to these Covenants):

Lennar Homes
760 N.W. 107th Avenue
Suite 201
Miami, Florida 33172
Attention: Division President

The Option Notice shall be irrevocable once signed by a majority of the Board. Club Owner shall convey the Club to Association within sixty (60) days' of Club Owner's receipt of the Option Notice.

7.2.3 Documentation of Transfer. At the time that the Club is transferred to Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club, a special bill of sale respecting the personal property comprising the Club, an owner's title insurance policy respecting the Club, and all affidavits and other documents required by the title insurance company to effect the transfer of the Club. At the time of the transfer of the Club to Association, the Owners will no longer be obligated to pay the Club Fees however, Association shall be obligated to execute and deliver to Club Owner a purchase money note in the amount hereinafter provided (the "Note") a purchase money mortgage (the "Mortgage"), and a Security Agreement and UCC Financing Statements (state and local) and each Owner shall be obligated to pay his pro rata share of the principals, interest and other amounts due in connection with such Note and Mortgage. The payments due pursuant to the Note and Mortgage shall be deemed part of the Operating Costs of Association, and part of the Assessments payable by the Owners.

7.3 Transfer of Control. Prior to or upon transfer of the Club to Association, Association shall comply with the following:

7.3.1. Note.

7.3.1.1 Form. Association shall execute the Note. The Note shall be in the form used for commercial transactions of comparable size as determined by Club Owner in its sole and absolute discretion.

7.3.1.2 Amount. The amount of the Note (“Club Purchase Price”) shall be the sum of the following: (i) the amount resulting from the application of the capitalization rate of ten percent (10%) applied to the total annual Club Fee payable by all Owners on the date that the Note is executed; plus (ii) all of the costs to effect the transfer, including, without limitation, the cost of the owner’s title insurance policy, all documentary stamp taxes and surtaxes, and the costs of preparing all of the closing documents.

7.3.1.3 Terms. From and after the date of the Note, Association shall pay to Club Owner monthly in arrears on the first day of each and every calendar month interest on the principal sum outstanding under the Note at the Applicable Rate, unless the Default Rate shall be applicable. In addition, Association shall pay a portion of the principal sum secured by the Note that will amortize the entire principal sum over the term of the loan, with final payment of principal, and all accrued and unpaid interest, due on the Maturity Date. Association shall pay Club Owner a late charge of five percent (5%) of any periodic interest payment not received by Club Owner within ten (10) days after the installment is due. The late charge is to cover Club Owner’s administrative costs in processing each late payment. During the period of any default under the terms of the Note, the Mortgage, or any other document securing the Note, the Default Rate shall be applicable to the entire indebtedness then outstanding under the Note. The Note may be prepaid in full or in part any time without notice, premium, or penalty. All payments received by Club Owner, including any partial payments permitted hereunder, shall be applied as follows: first, to the payment of fees and other charges then due or payable hereunder or under the Mortgage or other documents securing the Note; second to any late payment charges which remain unpaid; third, to the payment of interest, fourth, to accrued and unpaid interest; and fifth to the reduction of the outstanding principal balance.

7.3.2 Mortgage. Association shall execute the Mortgage. The Mortgage shall be in the form used for commercial transactions of comparable size as determined by Club Owner in its sole and absolute discretion. It shall require that Association (i) escrow tax and insurance payments on a monthly basis with Club Owner in a non-interest bearing account; (ii) provide Club Owner with monthly and annual operating statements, annual financial statements, and other financial information (e.g., the Budget); (iii) maintain the Club in a first class condition; (iv) insure the Club for full replacement value; and (v) provide rental insurance and liability insurance in such amounts necessary to fully protect the mortgagees under the Mortgage.

7.3.3 Nature of Transfer. The conveyance shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning land use regulations and shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Club. Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. The Club, personal property and equipment thereon and appurtenances thereto shall be conveyed

in “as is, where is” condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF BEING CONVEYED.

7.4 Association to Bear Legal Expenses. In the event that there is any ambiguity or questioning regarding the provisions of these Covenants, Club Owner’s determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner’s determination, in the event that there is any dispute respecting the interpretation of these Covenants, the Purchase Option, the Mortgage, the Note, or any other aspect of the transfer of the Club to Association, Association shall bear all legal expenses of both Association and Club Owner including without limitation, all attorney’s fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

7.5 Early Offer to Purchase by Association. If Association wishes to execute the Purchase Option prior to the Option Date, based upon a decision of the majority of the Board of the Association, for an amount equal to the amount which would be the Club purchase Price if the Option Notice had been given on the earliest Option Date, the Board shall give notice to Club Owner in the manner specified in Section 7.2.2 above without the joinder or approval of any Owner or any other person, and within thirty (30) days of receipt thereof, Club Owner will inform the Board whether such price is acceptable to Club Owner as of the date of such notice. If such price is acceptable to Club Owner, or if Club Owner and the Board negotiate a mutually acceptable price, which a majority of the Board of the Association agrees to, the transfer of the Club and payment therefore shall proceed as otherwise provided in this Section 7 without the joinder or approval of any Owner or any other person.

8. Club Charges. In consideration of the construction and providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Home shall be deemed to have specifically covenanted and agreed to pay all Club Costs which are set forth herein.

8.1 Amount of Club Fee. The monthly sum (“Club Fee”) to be paid to Club Owner by each Owner of a Home in Bonita Lakes shall be established by Club Owner annually. The monthly Club Fee for 1998 is Eighteen Dollars (\$18.00) per month plus sales tax. The monthly Club Fee shall increase to Twenty-One (\$21.00) per month plus sales tax on January 1, 1999, and by an additional Three Dollars (\$3.00) per month every two (2) years thereafter.

8.2 Taxes. In addition to the Club Fee, the Owner’s prorate share of Club Operating Costs and Club Charges, each Owner shall pay all applicable sales, use or similar taxes now or thereafter imposed on the Club Fee, Club Operating Costs and Club Charges.

8.3 Club Operating Costs. In addition to the Club Fee and taxes above, each Owner agrees and covenants to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Operating Costs. The Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Fees without deduction of expenses or charges in respect of the Club.

8.4 Owners’ Share of Club Operating Costs. In addition to the Club Fee, Club Operating Costs shall be allocated so that each Owner shall pay his pro rata portion of the Club Operating Costs based on a fraction, the numerator of which is the number one (1) and denominator of which is the number of Homes within Bonita Lakes conveyed to Owners as of the immediately preceding September 30th; provided, however, in no event that any Owner’s pro rata share of Club Operating Costs be greater than 1/380 (the “Maximum Share”) of all Club Operating Costs for any fiscal year unless Bonita Lakes contains less than

380 Homes when completed. Likewise, in the event that less than 380 Homes shall be built within Bonita Lakes, then Club Owner may change the denominator of the Maximum Share, by amendment to these Club Covenants, to the number of actual or anticipated Homes within Bonita Lakes, in its sole and absolute discretion. Without limiting the foregoing Club Owner specifically reserves the right to change the denominator provided herein by one or more amendments to these Covenants. For the purposes of determining the total number of Homes subject to payment of Club Charges, each Home owned by the Owner of an Apartment Building shall be included in such total.

8.5 Perpetual. Each Owner's obligation to pay Club Charges shall be perpetual regardless of whether such Home is occupied, renovated, replaced, rebuilt or leased.

8.6 Individual Homes (Condominium Units, Townhomes, Single Family Residences). Owners of individual Homes (whether a single family structure or part of a condominium building) shall pay Club Charges for one membership per month per Home. If an Owner owns more than one Home, Club Charges are payable for each and every Home owned by such Owner.

8.7 Apartment Buildings. Owners of Apartment Buildings shall pay Club Charges for one membership per Home contained in such Apartment Building per month.

8.8 Excuse or Postponement. Any person or entity developing Homes within Bonita Lakes Isles may be excused by Club Owner, in its sole and absolute discretion, from the payment of Club Charges until such time as the Home(s) built by such person or entity for sale or rental shall first be sold or rented. Club Owner shall have the right, but not the obligation, to excuse Owners of Apartment Buildings from the payment of Club Charges with respect to vacant Homes within such Apartment Buildings.

8.9 Perpetual. The Owner's obligation to pay Club Charges shall be perpetual regardless of whether such Home is occupied, renovated, replaced, rebuilt or leased.

8.10 Club Owner's Obligation. Under no circumstances shall Club Owner be required to pay Club Charges. In the event that each Owner's pro rata share is the Maximum Share because there are less than 380 Homes within Bonita Lakes, Club Owner shall have the option to pay the difference in the amount collected from all Owners and the actual amount of Operating Costs.

8.11 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, service and/or use fees ("Special Use Fees"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to a Owner relating to the special use of the Club. Special use Fees shall be payable at such time or time(s) as determined by Club Owner.

8.12 Commencement of Club Charges. The obligation to pay Club Charges, including, without limitation, the Club Fee, shall commence as to each Owner, on the day of the conveyance of title of a Home to a Owner; provided, however, Owners of Apartment Buildings shall be obligated to pay Club Charges for each Home within the Apartment Building immediately upon issuance of a Temporary or permanent Certificate of Completion for such Homes within the Apartment Building.

8.13 Time is of Essence. Faithful payment of the sums due and performance of the other obligations hereunder, at the times stated, shall be of the essence. Should the Club Charges, or any other sums due or provided for in these Covenants at any time remain due and unpaid for a period of five (5) days after same shall become due or should the Owner or Association not perform its obligations hereunder, the Owner or Association, as the case may be, shall be in default hereunder.

8.14 Obligation to Pay Real Estate Taxes and Other Expenses on Parcels. Each Owner shall pay all taxes and obligations relating to its Home which if not paid, could become a lien against the Home which is superior to the lien for Club Charges created by these Covenants.

8.15 Exemption. Notwithstanding anything to the contrary herein, neither Developer nor Club Owner nor any Parcel or property within Bonita Lakes owned by Developer or Club Owner shall be responsible for any portion of the Club Charges, nor subject to any lien for Club Charges.

9. Working Capital Fund. Club Owner intends to establish a working capital fund (the “Club Working Capital Fund”) for the operation of the Club. There shall be collected from each Owner at the time of conveyance of a Home an amount equal to the sums determined to be due from that Owner for two amounts of Club Charges. Each Owner’s share of the working capital fund shall be transferred to Club Owner at that time. The purpose of this fund is to assure that Club Owner will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Club Charges. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. The Club Working Capital Funds may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Operating Costs. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive contributions to the Club Working Capital Fund in its sole and absolute discretion. Club Owner shall determine when, if ever, an Owner of an Apartment Building shall contribute to the Club Working Capital Fund and the amount of any contribution due from the Owner of an Apartment Building, if any (which may be significantly less than that required of other Owners.)

10. Determination of Club Operating Costs.

10.1 Fiscal Year. The fiscal year for the Club shall be the calendar year.

10.2 Adoption of Budget. Club Charges shall be established by the adoption of a projected operating budget (the “Budget”). Written notices of the amount and date of commencement thereof shall be given to each Owner of not less than ten (10) days in advance of the due date of the first installment thereof. Club Charges shall, unless otherwise specified by Club Owner, be payable, in advance, at such time as Association collects regular Assessments from the Owners.

10.3 Adjustment of Budget Estimates Incorrect. In the event the estimate of Club Operating Costs for the year is, after the actual Club Operating Costs for that period is known, more or less than the actual Club Operating Costs, then the difference shall, at the election of Club Owner; (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by a special billing or (iii) the remaining monthly Club Charges shall be adjusted to reflect such deficit or surplus.

10.4 No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Charges, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sum due.

10.5 Reserves. The Budget may, at the election of Club Owner, establish and maintain one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club facilities.

10.6 Statement of Account Status. Club Owner and or Association shall prepare and maintain a ledger noting charges due from, and payments by, each Owner. The ledger shall be kept in the office of Club Owner and/or Association and shall be open to inspection by any Owner. Upon demand, there shall be furnished to a Owner a certificate in writing setting forth whether the Club Charges have been paid and or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

10.7 Collection by Association.

10.7.1. Association's Collection Responsibilities. Association has agreed (as evidenced by its joinder in these Covenants) to collect the Club Charges, Special Use Fees, and any other amounts due to Club Owner at the same time it collects Assessments from the Owners. Upon collection, Association shall be deemed to hold the same in trust for Club Owner and for the payments required hereby, and shall immediately forward all amounts due to Club Owner, together with a record of which Owners did, and did not pay.

10.7.2. Record Keeping. Club Owners shall have the right to require that Association use special computer software or accounting practices in connection with Association's record keeping responsibilities respecting Club Charges, Special Use Fees, and other amounts due to Club Owner. By way of example, Club Owner may require information on computer disk prepared using a specific type of software.

10.7.3. Diligence. Association shall diligently enforce collection of all delinquencies including enforcement of all liens in the name of Club Owner.

10.7.4 Application of Funds. Notwithstanding anything to the contrary contained in the Declaration by its joinder in these Covenants, Association agrees that in the event that Association collects funds from a particular Owner for any month (whether or not those funds are designated as payment of Club Charges or Assessments), those funds shall be first allocated to the payment of Club Fees, then to the payment of Club Operating Costs, then to the payment of Special Use Fees and other amounts due to Club Owner, and then to the payment of Assessments for Association purposes. Notwithstanding the foregoing, if such Owner thereafter makes additional payments to Association, such additional payments shall be applied to bring all Club Charges and Assessments for the first month of delinquency current before funds are applied to the next month's Club Charges.

10.7.5. Association Also Acting As Club Manager. During any period that Association is operating the Club as Club Manager pursuant to these Club Covenants, then Association is granted the conditional license to retain those portions of the Club Charges other than the Club Fee for the strict purpose of paying the Club Operating Costs.

11. Creation of the Lien and Personal Obligation.

11.1. Claim of Lien. Each Owner, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Club Charges, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, including without limitation, the Club Fee, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing lien in favor of Club Owner encumbering each Home and all personal property located thereon owned by the Owner. The lien is effective from and after recording a Claim of Lien in the

Public Records stating the description of the Home, name of Owner, and the amounts due as of that date, but shall relate back to the date the Original Covenant was recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Charges, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, including without limitation the Club Fee, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the charge of fee became due, as well as the Owners' heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary. Such lien may be enforced by Association or enforced by Club Owner; however, the claim of Club Owner for the Club Fee is paramount to all claims of Association. Further, the lien created by this Section is superior to the lien of Association for Assessments.

11.2 Right to Designate Collection Agent. Club Owner may notify Association at any time in writing that it no longer wishes to have Association collect the Club Operating Costs, Special Use Fees, and or the Club Fee. In such event, Club Owner shall collect the Club Operating Costs, Special Use Fees, and or the Club Fee. At any time thereafter, Club Owner may direct Association to again collect such Club Operating Costs, Special Use Fees, and/or the Club Fee. Club Owner's right to designate who shall collect Club Operating Costs, Special Use Fees, and/or the Club Fee shall be perpetual.

11.3 Subordination of the Lien to Mortgages. The lien for Club Charges, Special Use Fees and related fees and expenses shall be subordinate to bona fide first mortgages on any Home held by a Lender, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide mortgage in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a Claim of Lien encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid fees or charges for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Club Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for nor the Home from the lien of, any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

11.4. Acceleration. In the event of a default in the payment of any Club Charges and related fees and expenses, Club Owner may accelerate the Club Charges then due for up to the next ensuing twelve (12) month period.

11.5. Non-payment. If any Club Charges are not paid within fifteen (15) days after the due date, a late fee of \$25.00 per month, or such greater amount established by Club Owner, together with interest in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy.

11.6. Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, the Club or abandonment of a Home.

11.7. Suspension. Should a Owner not pay sums required hereunder, or otherwise default, for a period of forty-five (45) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Home is leased, the Tenant's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

11.8. Priority as to Homeowners Association or Condominium Assessments. Liens for Club Charges under these Covenants shall be prior and superior to Association's liens for Assessments and to liens held by condominium, homeowners or village associations.

12. Operations.

12.1. Control Prior to Transfer to Association. Prior to the transfer of the Club to Association, the Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates the right and duty to operate, manage and maintain the Club to Association as Club Manager as hereinafter provided.

12.2. Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. In the event that Association becomes Club Owner, Association shall still have the right to appoint a Club Manager. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Charges against Homes, may enforce the Rules and Regulations of the Club, and prepare the Budget for the Club.

12.3. Designation of Manager. Club Owner shall have the right, but not the obligation, in its sole discretion, to: (i) appoint Association as the Club Manager; and (ii) relinquish and/or assign to Association some or all of the rights reserved to Club Owner herein. Association shall be obligated to accept such designation and/or assignment and fulfill the obligations relating thereto without any compensation whatsoever.

12.4. Management by Association. At any time, and from time to time, Club Owner may notify Association that Association shall act as the Club Manager or assume some of the responsibilities of Club Owner (e.g., landscape, maintenance) in such event, Club Owner shall provide Association with a specific written list of all of Association's obligations as Club Manager. Thereafter, Association shall have the right and obligation to operate, manage, insure and maintain the Club strictly in accordance with the provisions of these Covenants and the specific written directions of Club Owner. Association shall be obligated to accept such appointment without conditions or claim. During the time that Association is the Club Manager, Association shall have all powers and duties of Club Owner assigned by Club Owner in such written directions. No surrender of operation and management of the Club by Association shall be valid unless accepted by Club Owner in writing.

12.5. Association's Duties. Association covenants throughout the term of these Covenants, and any renewals or extensions hereof, at the sole cost and expense of the Owners, to operate, manage, insure, maintain and take good care of the real property comprising the Club and landscaping and buildings and improvements now or at any time erected thereon and all apparatus, fixtures and building service equipment used or procured for use in connection with the operation of the Club, and to repair and maintain them in a first class condition, reasonable wear and tear expected, to the extent that it is requested to do so in writing by Club Owner. At the request of Club Owner, Association also covenants to keep the same in good order and condition, excepting reasonable wear and tear, promptly make all necessary repairs, both to the interior and exterior thereto, including replacements or renewals when necessary, and

all such repairs, replacements and renewals shall be at least equal in quality and class to the original work. In connection therewith, as and when requested by Club Owner, Association shall have, by way of illustration and not limitation, the following powers, obligations, and duties:

12.5.1. Reports. Association shall prepare monthly and annual reports detailing costs and expenses of the Club in the accounting format required by Club Owner. Such reports shall be accompanied by any back-up invoices and documentation required by Club Owner, and shall include year to date totals if and to the extent required by Club Owner.

12.5.2. Hiring and Supervision. Association shall cause to be hired, paid and supervised, and or discharged, all necessary persons, firms or corporations. Association shall maintain all required worker's compensation insurance.

12.5.3. Compliance. Association shall take such action as may be necessary to comply with all statutes, ordinances, rules and regulations of all appropriate governmental and quasi-governmental authority and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

12.5.4. Contracts. Association shall enter into contracts for all services necessary for the operation, maintenance, insurance, upkeep, repair refurbishment, replacement and preservation of the Club.

12.5.5. Purchases. Association shall purchase equipment, tools, vehicles, appliances, goods, supplies and materials as may be necessary.

12.5.6. Covenants Compliance. Association shall cause to be placed and kept in force and perform all obligations relating to all insurance required by the terms of these Covenants.

12.5.7. Compliance with Laws. The Club shall be operated, maintained, and repaired so as to comply with, and suffer no default under, all applicable laws, the Title Documents, ordinances, rules, regulations, insurance policies and/or guidelines, mortgages and/or encumbrances, relating to the Club or the use thereof now or hereafter in effect.

12.5.8. Hazardous Materials. Association: (a) shall not permit any activity to be conducted in, on or about the Club which would have the effect of polluting or in any way cause the Club to be detrimentally affected by pollutants (including elevated radon levels), toxic materials, petroleum oil and/or waste oil, or any "hazardous substance or waste". The Club shall not be used for the handling, storage, treatment, generation, transportation or disposal of pollutants, toxic materials, petroleum oil and/or waste oil, any hazardous substance or any hazardous waste, including, but not limited to, solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including chemicals to be recycled, reconditioned or reclaimed); (b) shall not install, use or dispose of, on or incorporate into, the Club any asbestos or asbestos containing material; (c) except for tanks installed by Club Owner, shall not locate or remove or fill any underground storage tanks on the Club; (d) shall at all times be in compliance with all applicable federal, state, county and local statutes, laws and regulations concerning or related to environmental protection and regulation.

12.5.9. Construction Lien. Association shall not subject the Club to, or permit the Club to be subject to, any lien, charge, cost or expense including, but not limited to, a construction lien as contemplated by the Construction Lien Law of the State of Florida. Should any lien or claim of lien be filed, or should any suit or other judicial or quasi-judicial proceeding be instituted for which Club Owner or the Club may be encumbered, liable or accountable, then in that event Association shall be in default of

these Covenants, unless within ten (10) days thereafter, Association shall furnish a bond, transferring the Lien to bond, in compliance with law.

12.5.10. Alterations. In the event that Association is Club Manager, Association, will not make any alterations or changes in the Club without the prior written consent of Club Owner, which may be withheld or denied in Club Owner's sole discretion for any reason whatsoever.

12.5.11. Financial Responsibilities. Association shall maintain financial record books, accounts and other records as concerns the Club, issue certificates of account to Owners, their mortgages and lienors, as required, without liability for errors unless as a result of gross negligence.

12.5.12. Maintenance Records. Association shall maintain books and records sufficient to describe its services hereunder in accordance with prevailing accounting standards to identify the source of all funds collected by it, and the disbursement thereof.

12.5.13. Budget. Association shall adopt a Budget which provides for funds needed for all expenses and reserves, including the Club Fees, within the fiscal year of the Club.

12.5.14. Collection. Association shall collect all Club Charges and enforce, with all due diligence, the provisions of these Covenants relating thereto. The Club Charges due from each Owner may, at Association's discretion, be payable to such firm or entity as it shall direct. All sums due to Club Owner under the terms of these Covenants, if collected by Association, shall immediately be delivered to Club Owner.

12.5.15. Special Use Fees. Association shall make and collect Special Use Fees against Owners subject to the provisions of these Covenants.

12.5.16. Rules and Regulations. Association shall promulgate, adopt and amend Rules and Regulations as it deems advisable, subject to the prior approval of Club Owner. Association shall also enforce such Rules and Regulations.

12.5.17. Insurance. Association shall obtain all insurance required in connection with the Club in the form required by Club Owner. Club Owner shall have the right to approve every aspect of such insurance policies including, without limitation the underwrites.

12.5.18. Professionals. Association shall retain and employ such professionals and other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder and to employ same on such basis as it deems most beneficial.

13. Paramount Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Clubhouse visible to all Members without charge.

14. Attorney's Fees. At any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

15. Rights to Pay and Receive Reimbursement. Club Owner and/or Association shall have the right, but not the obligation, to pay any Club Charges, or Special Use Fees which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated

to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the Applicable Rate, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

16. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Immediate Family Member, and other person entitled to use the Club shall employ with the provisions of the following general restrictions:

16.1 Minors. Minors sixteen (16) years and older are permitted to use the Clubhouse (other than the fitness center) and the Tennis Parcel without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors between twelve (12) years and sixteen (16) years of age may use the pool and Tennis Parcel either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the pool caused by such minors. Minors under the age of twelve (12) years are permitted to use the pool and Tennis Parcel only with adult supervision.

16.2. Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her Immediate Family Members, and guests and the personal property of all of the foregoing.

16.3. Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used or stored on the Club premises. Without limiting the foregoing, any persons parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas; equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars; wallets, books or clothing left in the pool areas; and any other areas adjacent to or comprising part of the Club Property.

16.4. Activities. Any Member, Immediate Family Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, whether on or off the Club facilities, shall do so at their own risk. EACH MEMBER SHOULD BE AWARE THAT AT TIMES THE CLUB FACILITIES MAY BE AVAILABLE TO MEMBERS WITHOUT SUPERVISION. EACH AND EVERY MEMBER SHOULD EXERCISE CARE IN USING CLUB FACILITIES AS EACH MEMBER HAS ASSUMED ALL RISKS IN USING THE CLUB FACILITIES. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, Immediate Family Member or guest.

16.5. Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

16.6. Indemnification of Club Owner. In addition, each Member, Immediate Family Member, and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Clubhouse or Tennis Parcel by Members, Immediate Family Members, and their guests, or the interpretation of these Covenants, and/or these Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties.

16.7. Attorney's Fees. Should any Member and/or Immediate Family Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

16.8. Unrecorded Rules. Club Owner may adopt rules and regulations ("Rules and Regulations") from time to time in addition to the general restrictions set forth above. Such Rules and Regulations may not be recorded; therefore each Owner and Tenant should request a copy of unrecorded Rules and Regulations from the Club and become familiar with the same. Such Rules and Regulations are in addition to the general restrictions set forth in this Section 16.

16.9. Waiver of Rules and Regulations. Club Owner may waive the application of any Rules and Regulations to one or more Owners or Tenants in Club Owner's sole and absolute discretion. By way of example, and not of limitation, Club Owner may waive a rule due to unusual hardship. A waiver may be revoked at any time upon notice to affected Tenants and Owners.

17. Violation of the Rules and Regulations.

17.1. Basis for Suspension. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:

- 17.1.1. such person is not an Owner or a Tenant;
- 17.1.2. the Member violates one or more of these Rules and Regulations.
- 17.1.3. an Immediate Family Member, guest, or other person for whom a Member is responsible violates one or more of these Rules and Regulations.
- 17.1.4. an Owner fails to pay Club Charges in a proper and timely manner; or
- 17.1.5. a Member, Immediate Family Member, and/or guest has injured or harmed any person within the Club facilities, or harmed, destroyed or stolen any personal property within the Club facilities, whether belonging to a third party or to Club Owner.

17.2. Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding section, any Member's privileges to use any or all of the Club facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Tenant if such Tenant's Owner fails to pay Club Charges due in connection with a leased Home. In addition, Club Manager may suspend some

membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Immediate Family Member, or Club Manager may prohibit a Member and his Immediate Family members from using a portion of the Facilities provided by the Club. No Member whose membership privileges have been fully or partially suspended shall on account to any such restriction or suspension be entitled to any refund of Club Charges or any other fees. During the restriction or suspension, Club Charges shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Charges and other amounts due to the Club are paid in full.

18. Destruction. In the event of the damage by partial or total destruction of the by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. The proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Charges including the Club Fee during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the substantially to the condition in which it existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, excess shall be the sole property of Club Owner.

19. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of these Covenants. Neither Association or any Owner shall be entitled to cancel these Covenants or any abatement in Club Charges on account of any such occurrence.

20. Eminent Domain. If, during the operation of these Covenants, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

20.1 Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate these Covenants and the provisions of the Declaration relating to the Club by written notice given to Association, which notice shall be recorded in the Public Records. Should such notice be given, these Covenants and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

20.2. Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall, to the extent legally possible, utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

21. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and Club Owner, their respective officers, directors, shareholders, and any related persons or corporations, and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained, on or about the Common Areas, Club Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all

costs, expenses, court costs, attorney fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from any and against any orders, judgments or decrees which may be entered relating thereto. In addition Association shall and does hereby, indemnify and save harmless Club Owner from and against any and all claims, suits, actions, damages and/or causes of action arising for any personal injury, loss of life and/or damage to property sustained in or about the Club, by reason or as a result of Association's operation, management, or occupancy of the Club as Club Manager, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against all costs, counsel fees, paraprofessional fee, expenses and liabilities incurred in and about the defense of any such claim the investigation thereof. Association shall immediately give Club Owner's notice in writing that the same are about to be incurred and Club Owner shall have the option to make the necessary investigation and employ, at the expense of Association counsel of Club Owner's own selection for the defense of any such claims and expenses, etc. The indemnifications provided in this section shall survive termination of these Covenants. The costs and expense of fulfilling these Covenants of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

22. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of these Covenants by Association:

22.1. Abandonment. The vacation or abandonment of the Club by Association or Owners.

22.2. Failure to Pay. The failure by Association to make any payment required to be made hereunder to Club Owner within ten (10) days after the same is due.

22.3. Compliance with Declaration and These Covenants. The failure of Association to observe or perform any other covenant, condition or provision of the Declaration relating to the Club or these Covenants to be observed or performed by Association, unless the same is cured by Association within twenty (20) days after notice, provided, however that notice shall not be required if the failure of Association shall be of such a nature as to expose Club Owner or the Club to irreparable injury or material and adverse risk.

22.4. Insolvency. The making by Association of any general assignment for the benefit or creditors, the filing by or against Association of a petition to have Association adjudged a bankrupt, or a petition for reorganization arrangements under any law relating to bankruptcy (unless, in case of a petition filed against Association, the same is dismissed within thirty (30) days, the appointment of a trustee or receiver to take possessions of substantially all of Association's assets, or the attachment, execution other judicial seizure of substantially all or any material part of Association's assets.

23. Remedies. In the event of any such default or breach by Association, Club Owner may at any time thereafter, with or without notice or demand, and without limiting Club Owner in the exercise of any other right or remedy which Club Owner may have, at law or equity, exercise any one or more of the of the following remedies:

23.1. Terminate Association's Responsibilities. Club Owner may immediately terminate Association's ability to operate and manage the Club as Club Manager and my re-assume the sole right to operate and manage the Club. Upon receipt of such notice the license granted to Association to occupy the Club as Club Manager shall forthwith terminate, provided, however Association shall remain liable to Club Owner as hereinafter provided. Thereafter, all payments of Club Charges shall be made directly by the Owners, to Club Owner, or its designee.

23.2. Charge the Association Interest. In the case of any such default by Association all sums then due hereunder, shall bear interest thereon at the Default Rate until paid.

23.3. Right to Add Costs to Club Operating Costs. All damages, costs, expenses, losses, liabilities and other amounts suffered by Club Owner due to a default by Association shall be, at the direction of Club Owner, be considered part the Club Operating Costs.

23.4. Right to Notify Owners. Club Owner may notify Owners that Club Charges are to be paid directly to Club Owner.

23.5. Remedies Cumulative. The specific remedies of Club Owner under the terms of these Covenants are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Association of any provisions of these covenants. In addition to the other remedies provided in these Covenants, Club Owner shall be entitled to enjoin, without bond, the violation or attempted or threatened violation of any of the provisions of these Covenants or obtain specific performance of any such provisions. Association hereby stipulates that such violation or attempts or threatened violation constitutes irreparable injury to Club Owner.

24. Security for Association's Agreements. To further secure payment and performance of all of Association's obligations hereunder, Association gives, grants, pledges with and assigns to Club Owner a first lien and charge upon all furniture and fixtures, goods and chattels of Association, which may be brought or put on the Club. Association agrees that such lien of payment of the charges may be enforced by distress, foreclosure or otherwise, at the option of Club Owner.

25. Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that these Covenants are unmodified and in full force and effect (or, if modified, signing the nature of such modifications stating the instruments or modification, and certifying that these Covenants, as so modified are in full force and effect) and the date to which the Club Charges are paid; and (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Association, Club Owner or Members with respect to these Covenants. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgagee upon Club Owner's interest in the Club. Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that these Covenants are in full force and effect, without modification except as may be represented, in good faith, by Club Owner, and (2) that there are no uncured defaults and (3) that the Club Charges have been paid as stated by Club Owner.

26. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance of observation of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

27. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.
28. Severability. In the event that any portion hereof shall be deemed invalid or unenforceable it shall not in any way affect the remainder or any portion hereof, except it shall be determined that the Club Charges provided for herein need not be paid, then the right of Owners and Tenants to use the Clubhouse and Tennis Parcel (and, therefore, all Membership rights) shall cease at the option of Club Owner.
29. Interpretation. The use of any gender shall include all other genders. The singular shall include the plural and vice versa. Use of the words “herein”, “hereof,” “hereunder” and any other words of similar import refer to these Covenants as a whole and not to any particular article, section or other paragraph of these Covenants unless specifically noted otherwise in these Covenants.
30. Captions. The headings and captions in these Covenants are for convenience only and shall not be used in interpreting these Covenants.
31. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of these Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.
32. Florida Statutes. Whenever these Covenants refer to the Florida Statutes, they shall be deemed to refer to the Florida Statutes as they exist on the date the Covenants are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.
33. Amendment.
- 33.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Covenants shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of these Covenants benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Covenants, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.
- 33.2 Amendment Prior to the Transfer of the Club to Association. Prior to the date that Association owns the Club, Club Owner shall have the right to amend these Covenants as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner’s right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate these Covenants (and all rights and obligations hereunder) in the event of partial or full destruction of the Club, or amend them for the purpose of removing certain real property from the provisions of these Covenants, or for the purpose of annexing and adding additional land to Bonita Lakes for the purpose of subjecting such addition land to the provisions of these Covenants.
- 33.3 Amendments From After the Transfer of the Club to Association. After the date that Association owns the Club, but subject to the general restrictions on amendments set forth above, these Covenants may be amended with the approval of (i) sixty six and 2/3 percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

34. Resolution of Disputes. ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THESE COVENANTS ARE VERY COMPLEX DOCUMENTS. ACCORDINGLY ASSOCIATION AND EACH OWNER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THESE COVENANTS ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THESE COVENANTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE, AND NOT A JURY. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

35. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THESE COVENANTS LEGALLY AND FACTUALLY WERE EXECUTED IN MIAMI-DADE COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN MIAMI-DADE COUNTY, FLORIDA, EACH HOME IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA AND THE CLUB PROPERTY IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA.

35. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THESE COVENANTS. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OR ACQUIRING A HOME THAT THESE COVENANTS ARE VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THESE COVENANTS ARE INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT CLUB PROPERTY AND BONITA LAKES TO THESE COVENANTS, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THESE COVENANTS, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

Lennar has executed these Covenants as of this 1st day of February, 1999.

WITNESS:

LENNAR HOMES, INC., a Florida Corporation

Print Name:_____

By: _____
Name:_____ Title: Vice President_____

Print Name:_____

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE) ss
)

The foregoing instrument was acknowledged before me this 1st day of February, 1999 by Mark Shevory, as Vice President of Lennar Homes, Inc., a Florida Corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of Florida

Print name:_____

Lennar has executed these Covenants as of this 1st day of February, 1999.

WITNESSES:

LENNAR HOMES, INC., a Florida corporation

Janet S English
 Print Name: JANET S. ENGLISH

By: [Signature]
 Name: Mark Shevory
 Title: Vice President

Sandra G. Connell
 Print Name: SANDRA G. CONNELL

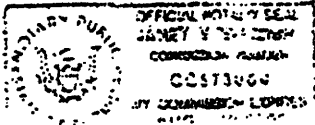
{SEAL}

STATE OF FLORIDA)
)SS.:
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 1st day of February, 1999 by Mark Shevory, as Vice President of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification

My Commission Expires:

Janet S English
 NOTARY PUBLIC, State of Florida
 Print name: JANET S. ENGLISH



JOINDER

BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC.

BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC. does hereby join in the Amended and Restated Bonita Lakes Beach Club Covenants to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this 2nd day of February, 1999.

WITNESS:

BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC. a Florida corporation

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

{SEAL}

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE) ss:
)

The foregoing instrument was acknowledged before me this 2nd day of February, 1999 by Patricia Sloan as President of BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification and who did take an oath.

My commission expires:

NOTARY PUBLIC, State of Florida

Print name: _____

EXHIBIT A
BONITA LAKES LEGAL DESCRIPTION

All of the property in the following plats recorded in the Public Records of Miami-Dade County, Florida:

FOUR LAKES SECTION ONE, according to the Plat thereof as recorded in Plat Book 142 at Page 29 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION ONE AMENDED, according to the Plat thereof as recorded in Plat Book 143 at Page 22 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION TWO, according to the Plat thereof as recorded in Plat Book 144 at Page 22 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION THREE, according to the Plat thereof as recorded in Plat Book 144 at Page 46 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION FOUR, according to the Plat thereof as recorded in Plat Book 144 at Page 79 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION FIVE, according to the Plat thereof as recorded in Plat Book 145 at Page 56 of the Public Records of Miami-Dade County, Florida;

FOUR LAKES SECTION SIX, according to the Plat thereof as recorded in Plat Book 146 at Page 46 of the Public Records of Miami-Dade County, Florida;

The metes and bounds legal description attached hereto as Schedule 1 (Four Lakes Section Seven Tentative Plat).

Less:

Tract C1 of FOUR LAKES SECTION ONE, according to the Plat thereof as recorded in Plat Book 142 at Page 29 of the Public Records of Miami-Dade County, Florida.

SCHEDULE 1

PROPOSED FOUR LAKES SECTION SEVEN LEGAL DESCRIPTION LEGAL DESCRIPTION

Lot 92, of Block 4 of FOUR LAKES SECTION SIX, according to the plat thereof recorded in Plat Book 146, at Page 46 of the Public Records of Dade County, Florida, and a portion of Section 13 and a portion of the North ½ of Section 24 all in Township 55 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Begin at the most Northerly corner of Tract "B-6" of said FOUR LAKES SECTION SIX, said point lying on the Southeasterly boundary line of the CSX (Seaboard Coast Line) Railroad Right-of-Way' thence N38°47'58"E along the said Southeasterly boundary line of the CSX Railway for 664.45 feet to its intersection with the South line of the Florida Power & Light Company's Right-of-Way for N87°03'21"E along the said South line of the Florida Power & Light Company's Right-of-Way for 1,257.42 feet to its intersection with the West boundary line of the Homestead Extension of Florida's Turnpike (State Road No. 821), said point lying on a circular curve concave to the West, said point bearing N83°40'45"E from the center of said curve' thence run the following courses and distances along the said West boundary line of the Homestead Extension of Florida's Turnpike (State Road No. 821):Southeasterly along said curve to the right, having for its elements a radius of 7,549.44 feet and a central angle of 4°02'11": for an arc distance of 531.84 feet to a point: thence S03°25'49" E for 900.10 feet: of the NE ¼ of the NE ¼ of said Section 24: thence departing the said West boundary line of the Homestead Extension of Florida's Turnpike (State Road No. 821) run S87°45'31"W along the said South Southwest corner of the said North ½ of the North ½ of the NE ¼ of said Section 24 for 280.11 feet to the Southwest corner of the said North ½ of the North ½ of the NE ¼ of the NE ¼ of said Section 24: thence S02°22'21' E along the East line of the North ½ of the NW ¼ of the NE ¼ of said Section 24 for 122.65 feet to the Northeast corner of the plat of FOUR LAKES SECTION THREE, according to the plat thereof recorded in Plat Book 144, at Page 46, of the Public Records of Dade County, Florida: thence run the following courses and distances along the boundary line of said FOUR LAKES SECTION THREE: S87°37'39"W for 100.00 feet; thence N02°22'21"W for 24.25 feet; thence S87°37'39"W for 119.00 feet; thence N47°49'07"W for 252.98 feet; thence S87°44'56"W for 1,006.90 feet to a point on the boundary line of said FOUR LAKES SECTION SIX; thence departing the said boundary line of said FOUR LAKES SECTION THREE run N02°04'37"W along the said boundary line of FOUR LAKES SECTION SIX for 147.18 feet to the Southeasterly corner of said Lot 92 Block 4; thence S87°55'23"W along the South line of said Lot 92 Block 4 for 40.00 feet to the Southwest corner of said Lot 92 of Block 4; thence N02°04'37' along the West line of said Lot 92 Block 4 for 161.66 feet to the Northwest corner of said Lot 92 Block 4, said point lying on a circular curve concave to the Northwest, said point bearing S08°31'40"E from the center of said curve; thence Northeasterly, along the North line of said Lot 92 Block 4 and its extension along the said boundary line of FOUR LAKES SECTION SIX, along said curve to the left having for its elements a radius of 162.00 feet and a central angle of 27°49'18' for an arc distance of 78.66 feet to a point of compound curvature: thence continuing along the following courses and distances along the said boundary line of FOUR LAKES SECTION SIX: Northeasterly Northerly and Northwesterly, along said curve to the left, having for its elements a radius of 87.00 feet and a central angle of 68°23'58 for an arc distance of 103.88 feet to the point of tangency; thence N14°44'57"W for 175.00 feet to a point of curvature of a circular curve to the right; thence to the right along said curve, having for its elements a radius of 197.00 feet and a central angle of 53°32'53' for an arc distance of 184.11 feet to a point; thence N51°12'04"W, radial to the last described curve, for 159.00 feet to the Point of Beginning.

Prepared for:
Lennar Homes, Inc.
Job No. 95-7084
November 27, 1996

Prepared by:
Jack Mueller & Associates, Inc.
Certificate of Authorization No.LB00064
Consulting Engineers & Land Surveyors
9450 Sunset Drive, Suite 200
Miami, Florida 33173
305-279-5555

**EXHIBIT B
CLUBHOUSE**

Trace F-1 of **FOUR LAKES SECTION ONE AMENDED**, according to the plat thereof; as recorded in Plat Book 143 at Page 22 of the Public Records of Miami-Dade County, Florida.

EXHIBIT C

LEGAL DESCRIPTION OF TENNIS PARCEL

Tract G-1 of FOUR LAKES SECTION ONE AMENDED, according to the Plat thereof, as recorded in Plat Book 143 at Page 22 of the Public Records of Miami-Dade County, Florida.

EXHIBIT D

RELEASED PROPERTY

Tract A, Bonita Lakes, according to the plat thereof, recorded in Plat Book 147, page 37, Public Records of Miami-Dade County, Florida.

**BONITA LAKES PROPERTY OWNERS
ASSOCIATION, INC.**

COMMUNITY STANDARDS

Lennar Land Partners
c/o Lennar Homes, Inc.
760 N.W. 107th Avenue
Miami, Florida 33172

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BONITA LAKES PROPERTY OWNERS ASSOCIATION, INC.

COMMUNITY STANDARDS

Pursuant to the Amended and Restated Declaration of Restrictions and Covenants for Bonita Lakes (the “Declaration”), Lennar Land Partners, Developer, has appointed the Architectural Control Committee (the “ACC”). Pursuant to the Declaration, the ACC hereby adopts the following procedures, which shall be known as Community Standards.

1. Defined Terms. All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.
2. Approval Required. The ACC shall approve or disapprove any improvements or structure of any kind within any portion of Bonita Lakes, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object, and/or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Home or any other portion of Bonita Lakes. The ACC shall approve or disapprove any exterior addition, changes, modifications, or alterations therein or thereon. All decisions of the ACC shall be submitted in writing to the Board and, at the request of an Owner, evidence thereof shall be made by a certificate in recordable form, executed under seal by the President or Vice President of Association. Any party aggrieved by a decision of the ACC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Notwithstanding the foregoing ACC approval is not required for improvements or changes to the interior of a Home not visible from the exterior of a Home.
3. Deviations. The ACC has the right to deviate from the provisions of these Community Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any owner. Any deviation, which shall be manifested by written agreement, shall not constitute a waiver of any restriction or provision of these Community Standards as to any other home. The granting of a deviation or variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.
4. Right to Act. The ACC may act without the prior approval or consent of any Owner.
5. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:
 - 5.1 Application. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application and fee(s) as established by the ACC. The current application form is attached hereto as Exhibit A.
 - 5.2 Plans Generally. Currently, the ACC requires three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, decorative building, landscape devise or object, or other improvement, the construction or placement of which is proposed upon any Home, which plans shall include the proposed elevation of all floor slabs and pool decks, and three (3) complete sets of the plans for such improvement or structure. The ACC is not responsible for such plans once submitted for approval. Owners submitting plans are advised to keep copies of the same.

5.3 Revised Plans. Preliminary plans and drawings must be submitted to the ACC, and approval of the same obtained. The ACC may require the submission of final plans and specifications if initial plans must be revised. All plans and drawings submitted must be signed by both professional who has prepared such plans and drawings and the Owner of the Home, and must include (unless waived by the ACC) the following:

5.3.1 A current certified survey of the Home showing the proposed location of the improvement, grade elevation, contour lines, location of all proposed paved areas and location of all existing trees.

5.3.2 A landscape plan including a graphic indication of the location and size of all plant materials on the site (existing and proposed), and the Latin and/or common names of all plants and their planted size.

5.3.3 Building Materials. The ACC may also require submission of samples of building materials and colors proposed to be used.

5.4 Incomplete Application or Supplemental Information Required. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

5.5 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

5.6 Time for Review. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans specifications shall be deemed disapproved by the ACC.

5.7 Rehearing. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

5.8 Appeal to Board. Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and

specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns.

5.9 Procedures. The ACC shall adopt, from time to time, additional procedures and forms necessary to carry out its responsibilities under the Declaration and these Community Standards.

6. The Criteria.

6.1 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

6.2 Time for Completion. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

6.3 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes.

6.4 Harmony and Appearance. The ACC shall have the right of final approval of the exterior appearance of all Homes including the harmony of the architectural design with the other Homes within the community, including but not limited to, the quality and appearance of all exterior building materials.

6.5 Architect. All Homes in the community shall be designed by a registered architect.

6.6 Setbacks. The minimum front, side and rear setbacks and minimum square footage for all Homes in the community shall be as required by the Miami-Dade County and/or the South Florida Building Code, whichever is more restrictive. Where conditions permit, the ACC, at its sole discretion, may require larger setbacks.

6.7 Type. No building shall be erected, altered, placed or permitted to remain on any residential Lot other than a Home. Unless approved by the ACC as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure or greenhouse may be constructed separate and apart from any residential building nor can such structure(s) be constructed prior to construction of the main residential dwelling.

6.8 Work Commencement. No work shall commence prior to approval by the ACC. No foundation for a building shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ACC. It is the purpose of this approval to assure that removal of desirable existing trees is minimized and that the building is placed on the Home in its most advantageous position.

6.9 Exterior Color Plan. The ACC shall have final approval of all exterior color plans including materials, and each Owner must submit to the ACC, a color plan showing the color or all exterior surfaces which shall include samples of the actual colors to be utilized and the materials. The ACC shall determine whether the color plan and materials are consistent with the Homes in the surrounding areas and

that they conform with the color scheme of the community. The color plan must be submitted prior to construction or repainting. The ACC, at the direction of Association, reserves the right, and is hereby given the right, to determine that any building in the community is in need of outside painting, the ACC shall give the Owner(s) of such building notice of such determination, which notice shall be accompanied by the demand that such Owner(s) comply with such demand within forty-five (45) days after the mailing of such notice. In the event such Owner(s) fail to comply with such demand, the ACC shall have the right, but not the obligation, to cause such outside painting to be done and performed, and shall make an Individual Assessment against the Owner(s) to cover the costs of such outside painting, including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such work, and shall have full lien rights against the Home as set forth in the Declaration.

6.10 Roofs. All roofs, including the replacement of all or any part of a roof, must be approved by the ACC. No asphalt roofs shall be permitted. All required heat and plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be necessary by the ACC. In all events such vents and roof edge flashing shall be painted the same color as the roof. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material.

6.11 Window Frames. Window frames other than wood must be either anodized or electronically painted. If a window frame is steel, the color should be in harmony with the exterior. No mill finish aluminum color will be allowed. Wood frames must be painted.

6.12 Front, Rear and Side Facades. The treatment of the rear and side facades will be similar to that of the front elevations of the Home and similar materials (as determined by the ACC) will be used.

6.13 Garages. No carports will be permitted. Garage doors may have embossed facing and lites (but only in the upper panels of the garage door). All garage doors must be color compatible with the Home exterior. Garage doors must be functional at all times and be equipped with automatic door openers.

6.14 Driveway and Walkways. All Homes shall have a driveway of pavers, bricks, or poured concrete constructed on an approved base. Prior approval for other materials must be obtained from the ACC. A sample of the request material to be used must be submitted at the time of application for change. All requests for the extension or modification of a driveway must be submitted to the ACC with an application. Walkways may be comprised of pavers, bricks, poured concrete; provided, however, walkways other than community sidewalks must be constructed of identical material to adjacent driveways. No gravel driveways will be permitted. All driveways must be kept clean and clear of weeds.

6.15 Signs. The following signs shall be permitted;

6.15.1 Such signs as Association shall establish as being necessary for purposes of orientation, directional, or traffic control.

6.15.2 Such signs as are presently authorized to developers and Developers until such time as the Lots are sold.

6.15.3 Owners shall not display or place any sign of any character including “for rent” or “for sale” signs in the Common Areas or within a Lot without the prior written approval of the ACC. Notwithstanding the foregoing, contractors may place permit boards on a Lot when required by Miami-Dade County.

6.15.4 No other signs of any kind shall be displayed in the public view on any property within Bonita Lakes and all Owners of property subject to these Community Standards do hereby grant to Association and the ACC, the right to enter upon their property for the purpose of removing any authorized signs.

6.16 Sports Equipment. All such structures must have the prior written approval of the ACC and be consistent with the requirements of the Declaration.

6.17 Docks. The ACC shall not approve any dock that contains a slide or a diving board. Stain colors for each dock must be approved by the ACC. Three stains are presently permissible. Painting of docks is not permitted.

6.18 Fences and Walls:

6.18.1 No fence or wall shall be constructed on any Home without the prior approval of the ACC. The ACC shall require the composition and color of any fences or walls to be consistent with the material used in the Home, surrounding Homes and other fences, if any. The use of landscaping is to be encouraged in place of walls and fences. Black vinyl clad chain link fences will be permitted with the ACC approval. All fences will require landscaping of minimum of 24 inch height planted at 24 inches on center. Such consent may require the installation of additional landscaping on either or both sides of the fences. All fenced in areas will be the landscape maintenance responsibility of the Owner. If a hedge is required to be installed in front of the fence, the Owner will be responsible for maintaining the hedge at a height no higher than the height of the fence. Opaque screening for garage areas and air conditioning equipment shall be indicated on plans submitted to the ACC.

6.18.2 The ACC may withhold its consent for the installation of any fence or wall that does not meet the following minimum standards. Without limiting any other provision hereof, the ACC may require supplemental planting and/or ground cover to enhance the appearance of any fencing.

6.18.2.1 Rear Lot Line of Lake Front Properties. Only white rail aluminum fences may be permitted with a maximum height not to exceed five feet (5') and placement of such fences shall not lie within any lake maintenance easement.

6.18.2.2 Side and Rear Lot Lines Not Facing Street, Sidewalk or Lake. Only white rail aluminum fences or black vinyl clad fences may be permitted with a maximum height not to exceed five feet (5'). Shadowbox fences may be permitted with a maximum height not to exceed six feet (6').

6.18.2.3 Lots Lines Facing Street or Sidewalk. Only white rail aluminum fences may be permitted with a maximum height not to exceed five feet (5'). Such fence shall be set back at least fifteen feet (15') from the property line of the applicable Lot to allow for the planting of the required landscaping. Shadowbox fences may be permitted with a maximum height not to exceed six feet (6').

6.18.2.4 Set Back Requirements. All fences shall be set back at least ten feet (10') from the front corner of the Home where such fence is being installed.

6.19 Landscaping Criteria. Basic landscaping plans for each Home or the modifications to any existing landscaping plan must be submitted to and approved by the ACC. All landscaping must be installed as to fit in with the neighboring properties. The ACC may reject the landscape plan based upon its review of its overall design and impact. Such landscaping plan must detail the location of beds and

planting materials. New plantings shall require the Owner to maintain such area at such Owner's own cost as the Association shall only maintain landscaping as provided in the Declaration. The planting of dangerous plants resulting in unusual or excessive debris will not be permitted. No invasive or non-native (e.g., melaleuca, Brazilian pepper) plants are permitted. No landscaping shall be removed without the prior written approval of the ACC. Each Owner is solely responsible for compliance with landscaping and zoning codes.

6.20 Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ACC, which include, but are not limited to, the following:

6.20.1 Composition to be of material thoroughly tested and accepted by the industry for such construction;

6.20.2 No lighting of a pool or other reaction area shall be installed without the approval of the ACC, and if allowed shall be designed for recreation character so as to buffer the surrounding Homes from the lighting;

6.20.3 All applications for the installation of a swimming pool must be accompanied with a certified survey no more than ninety (90) days old of the Home and the proposed pool and a building permit. The pool must comply with all applicable set-back requirements and applicable building permit obtained;

6.20.4 Pool filter equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. The need to screen equipment may be necessary. All screening must have the prior written approval of the ACC and must be color compatible with the Home; and

6.20.5 Pool heating equipment must comply with all applicable building, zoning and fire codes. Such equipment must be screened with landscaping material. All screening must have the prior written approval of the ACC and must be color compatible with the Home.

6.21 Courts. Tennis courts and game courts are not permitted within Lots.

6.22 Garbage and Trash Containers. No Home shall be used or maintained by an Owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept out of public view from either the front of a Home or from neighboring properties.

6.23 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Home at any time as a Home either temporary or permanently.

6.24 Window Air Conditioning. No window or wall air conditioning units shall be permitted.

6.25 Mailboxes. No mailboxes or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Home unless and until the size, location, design and type of material for such receptacle shall have been approved by the ACC.

6.26 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. No exposed wiring on exterior of a structure will be permitted other than originally installed by Developer.

6.27 Antenna and Flags. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, or antenna towers are subject to the prior approval of the ACC. The ACC may require that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes. A flagpole for the display of the American flag only may be permitted if approved by the ACC. An approved flagpole may not be used as an antenna. One meter satellite dishes may be placed below the roof line in the rear of the Home with the prior approval of the ACC as provided therein.

6.28 Additions. Rain water from a new addition roof or new grade of Home terrain must not run on neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. Each Owner is responsible for maintaining established drainage patterns on the lot comprising the Home so as not to adversely affect drainage in any other portion of the Community.

6.29 Awnings and Shutters. All awnings and shutters (other than those initially installed) must be approved for aesthetic appearance by the ACC and must be color compatible with exterior of the Home and the color must be approved by the ACC.

6.30 Doors. The replacement of exterior doors must be color compatible with the exterior of the Home. All exterior entrance doors must be compatible with the neighborhood and must have ACC approval.

6.31 Glass Block. The use of glass block on an existing Home or the use of glass block in an addition to an existing Home is subject to approval of the ACC.

6.32 Storage Sheds. All storage sheds are prohibited.

6.33 Gutter and Solar Collectors. All gutters must match the exterior house color, trim color and window metal color. Gutter down spouts must not concentrate water flow onto neighboring properties. Solar collectors must not be installed so as to be visible from the street.

7. Express Approval.

7.1 Notwithstanding any provision herein to the contrary, unless the ACC disapproves one of the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

7.1.1 Re-paint house exteriors and trims in the identical color previously approved by the ACC.

7.1.2 Re-surface existing driveways in the identical color/material previously approved by the ACC.

- 7.1.3 Replace existing screening with identical screening material previously approved by the ACC.
- 7.1.4 Replace existing exterior doors with identical exterior doors previously approved by the ACC.
- 7.1.5 Replace existing roof with identical roof material.
- 7.1.6 Installation of security lighting not adversely affecting any neighboring home.
- 7.1.7 Replace existing hurricane shutters with identical hurricane shutters previously approved by the ACC.

7.2 Notwithstanding any provision herein to the contrary, unless the ACC disapproves the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

- 7.2.1 Installation of an antenna designed to receive direct broadcast satellite services, video programming services via multipoint distribution services, and/or television broadcast services.
- 7.2.2 Installation of a satellite earth station antenna that in one (1) meter or less in diameter.

All references in this paragraph to “identical” shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (i.e., the identical style, texture, size, color, type, etc.).

8. Deviations. No construction may commence until the final plans and specifications have been approved by the ACC. No deviations from the approved plans and specifications shall be permitted the ACC may require work to be stopped if a deviation is discovered until the deviation is corrected. Association may withhold issuance of its Certificate of Compliance if the completed Home deviates from the ACC approved plans and may take appropriate action against the responsible parties to require conformance to the ACC approved plans.

9. Administrative Fees and Compensation. As a means of defraying its expense, the ACC may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications, to be not more than one-fourth of percent (1/4%) of the estimated cost of the proposed improvement, subject to a minimum fee of Twenty-Five and no/100 dollars (\$25.00). No additional fee shall be required for re-submissions. No member of the ACC shall be entitled to any compensation for services performed pursuant to these Community Standards. In addition, if special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the ACC for the cost of such review.

10. Liability. Notwithstanding the approval of the ACC of plans and specifications submitted to it or its inspection of the work in progress, neither it, Developer, Association, nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ACC, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the ACC shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ACC, Association, or Developer owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the

respective Owner shall indemnify and hold harmless the ACC, Association and Developer from any and all claims resulting therefrom including reasonable attorneys' and paraprofessional fees and costs. The approval of any proposed improvements or alterations by the ACC shall not constitute a warranty or approval as to, and no member or representative of the ACC or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives and Association, generally, from and for any loss, claim or damages connected with such aspects of the improvements or alterations.

11. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

11.1 Miscellaneous. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Bonita Lakes shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workman-like and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Bonita Lakes shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Bonita Lakes and no construction material shall be stored in Bonita Lakes subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Bonita Lakes or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Community Standards. Any permit boards or signs must be removed immediately upon completion of construction and work activities. In the event an Owner fails to comply with the foregoing, the ACC shall have the right, but not the obligation, to cause the boards and/or signs to be removed and to charge an Individual Assessment against the Owner to cover the cost of removal including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such removal.

11.2 Required Lists. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, material, men and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each Developer and all of its employees and contractors and their employees shall utilize those roadways and entrances into Bonita Lakes as are designated by the ACC for construction activities. The ACC shall have the right to require that each Developer's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

11.3 Owner Responsibility. Each Owner is responsible for insuring compliance with all terms and conditions of these Community standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Bonita Lakes. Each Owner is responsible for restoring any Common Areas damaged or destroyed by work activities of such Owner's contractor(s).

11.4 ACC Standards. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, contractors and their respective employees within Bonita Lakes. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Bonita Lakes and each Owner shall include the same therein.

12. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Bonita Lakes for the purpose of determination whether there exists any violation of the terms of any approval or the terms of the Declaration or these Community Standards. Without limiting the foregoing, the ACC shall have the right to make inspections during the construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the ACC.

13. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of the Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Community Standards, by any legal or equitable remedy.

14. Court Costs. In the event that it become necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

15. Exemption. Notwithstanding anything to the contrary contained in these Community Standards, any improvements of any nature made or to be made by Developer or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, Club or any Home, shall not be subject to the review of the ACC, Association, or the provisions of these Community Standards.

16. Supplemental Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications, Each Owner agrees, individual and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of

them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

17. Amendments to Community Standards. The ACC shall recommend from time to time to the Board modifications and/or amendments to these Community Standards. Any modifications or amendments to these Community Standards shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board and, prior to the Community Completion Date, by Developer. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Bonita Lakes, provided, however, the posting of notice of any modification or amendment to these Community Standards shall not constitute a condition precedent to the effectiveness or validity of such change modification.

APPROVAL OF ARCHITECTURAL
REVIEW COMMITTEE

APPROVAL OF BOARD OF DIRECTORS

Name:

Name:

Date: _____

Date: _____

Name:

Name:

Date:

Date:

Name:

Name:

Date:

Date:

APPROVAL OF DEVELOPER

Lennar Land Partners, Inc. a Florida general partnership

By: Lennar Homes, Inc. a Florida corporation as attorney-in-fact*

By: _____

Name: _____

Title: _____

Date: _____

* pursuant to that certain Power of Attorney recorded in Official Records Book 17874 at Page 413 in the Public Records of Miami-Dade County, Florida

APPROVAL OF ARCHITECTURAL
REVIEW COMMITTEE

psloan

Name: Patricia Sloan
Date: 1/11/99

Deanna Cruz

Name: Deanna Cruz
Date: 1/11/99

Alex Rodriguez

Name: Alex Rodriguez
Date: 1/11/99

APPROVAL OF BOARD OF DIRECTORS

psloan

Name: Patricia Sloan
Date: 1/11/99

Deanna Cruz

Name: Deanna Cruz
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Alex Rodriguez

Name: Alex Rodriguez
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APPROVAL OF DEVELOPER

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