



BELLAVIDA

Governing Documents

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF BELLA VIDA AT ENTRADA

Amended January 30, 2020

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EXHIBITS

A-1: AMENDED AND RESTATED ARTICLES OF INCORPORATION

A-2: AMENDED AND RESTATED BY-LAWS

B: BELLA VIDA AT ENTRADA ESTATES

C: BELLA VIDA AT ENTRADA TOWNHOMES

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
BELLA VIDA AT ENTRADA**

KNOW ALL MEN BY THESE PRESENTS that on July 18, 2006 the original Declaration was recorded at Instrument Number 2006000283166 *et seq.*, of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter the "Property") is:

ALL OF BELLA VIDA ACCORDING TO THE PLAT THEREOF, AS RECORDED
UNDER INSTRUMENT NUMBER 2005000056034, PUBLIC RECORDS OF
LEE COUNTY, FLORIDA

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a Lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time. Copies of the Articles and By-Laws are attached hereto as Exhibits "A-1" and "A-2", respectively.
- B. "Association" or "Bella Vida at Entrada Homeowners' Association" or "Association" shall mean and refer to Bella Vida at Entrada Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- C. "Bella Vida at Entrada Estates" shall mean that portion of Bella Vida at Entrada more particularly described on Exhibit B.
- D. "Bella Vida at Entrada Townhomes" shall mean that portion of Bella Vida at Entrada more particularly described on Exhibit C.
- E. "Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, and any personal property situate thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Association.
- F. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and includes the same as it may, from time to time, be amended.
- G. "Development Plan" shall mean and refer to the approved site plan prepared by Banks Engineering, Inc. dated September 26, 2005, as approved by Lee County. All references to the Development Plan shall be a reference to the latest revision approved by the appropriate governmental agencies.
- H. "Builder" shall mean and refer to any person or business entity who acquires any of the Residential Lots within the Property for the purpose of constructing improvements thereon for resale.
- I. "Family Dwelling Unit" or "Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, zero lot line unit, townhouse unit, or triplex unit, located within the Property. For the purposes of this Declaration, any such single family dwelling shall not

be deemed to be improved until a Certificate of Occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Association, in its reasonable discretion, to be substantially complete.

- J. "General Expenses" shall mean and refer to the expenditures for cleanup, maintenance, operation, and other services required or authorized to be performed by the Association.
- K. "Institutional Lender" or "Institutional Mortgagee" shall mean and refer to the holder of a mortgage encumbering a Residential Lot or Family Dwelling Unit, if the owner and holder of said mortgage is a bank, builder, developer, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, and the United States Veterans' Administration, United States Federal Housing Administration, or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of from whom any mortgage held by any of them originated.
- L. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.
- M. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Lee County, Florida, whether it be, one or more persons, firms, associations, partnerships, corporations, or other legal entities, of fee simple title to any of the Property. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- N. "Property" or "Bella Vida at Entrada" shall mean and include the real property subject to this Declaration as same may be amended from time to time, and at this time consists of that certain property described in Exhibits " B and C". In the event the Association decides to include additional real property, this Declaration shall be amended as hereinafter provided to include said additional property hereunder. In the event the Association decides to delete certain real property from Bella Vida at Entrada, this Declaration shall be amended to delete said property from the provisions hereof. Furthermore, no such amendment of this Declaration may be undertaken to delete any property: (a) if said property is not owned by the Association at the time of said amendment, unless both the Owner of said property and the Institutional Lender holding a first mortgage thereon consent thereto, or (b) if the effect of such deletion would be to deprive any Owner, or optionee of access to or from property owned or optioned by said Owner, or optionee.

- O. "Public Records" shall mean and refer to the Public Records of Lee County, Florida.
- P. "Reasonable Attorneys' Fees" means and includes reasonable attorneys' fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Bella Vida at Entrada, including but not limited to the Board of Directors of the Association), and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.
- Q. "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a clubhouse, pool, tot lot, and also include any personal property acquired by the Association for use in connection with any of the foregoing, which are used by or are intended by the Association for recreational uses.
- R. "Residential" shall mean and refer to the intended use of a portion of the Property as a Family Dwelling Unit.
- S. "Residential Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a Family Dwelling Unit.
- T. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any similar instrument other than this Declaration which either (1) has the effect of adding or deleting property to Bella Vida at Entrada pursuant to the provisions of Article II hereof, or (2) any such declaration affecting all of the Property.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property. The real property which shall initially be held, transferred, sold, conveyed, given, donated, and/or occupied subject to this Declaration is described in Exhibits " B and C" attached hereto and made a part hereof by reference.

Section 2 Property Lines. The fee simple title to any parcel of land described as bounded by any street, land, walkway, park, playground, lake, pool, canal, greenbelt, or any other Common Area which has not been dedicated or accepted by the public and the fee simple title to any parcel of land shown on any plat recorded or to be recorded as to any of the Property as abutting upon any such Common Area shall not extend upon such Common Area and the title to and use of such Common Area.

Section3. Surface Water Management. It is acknowledged the surface water management, drainage and storage system for the Property is one integrated system, and shall be conveyed to the Community Development District described in Article XIV, and an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the Property, provided however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The surface water management system also includes additional property which will become part of the Property pursuant to the provision of Article II, Sections 3(A), 3(B) and 3(C). If pursuant to the permitting requirements of any governmental authority the surface water management system for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the Property. The surface water management, drainage, and storage system of the Property shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Community Development District will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Property.

Section 4. Water Quality Standards. The Community Development District described in Article XIV will provide reasonable assurance of water quality standards outlined in the South Florida Water Management District-Basis of Review Volume IV, Section 4.2.4 and Section 5.9.1(b).

ARTICLE III

ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Property, abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Association.

Section 2. Types of Membership. Membership in the Association shall consist of the following class with distinct rights and privileges:

Class "A" - Class "A" Members shall be all those Owners of any Lot, Unit, Tract, or Site or Undivided Land.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument conveying record fee title to any Residential Lot or Family-Dwelling Unit. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Voting Rights. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

- A. Each Class "A" Member shall have one vote for each Unit owned by said Member.
- B. Members who hold more than one membership when entitled to vote their memberships, may cast as many votes as memberships held by them.
- C. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants,

tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property. If no notification of a representative is made as provided in this paragraph, any one of the several Owners of the same property in attendance at any meeting may vote, but if more than one of the Owners of said property are in attendance, no vote may be cast on behalf of said property unless all of its Owners in attendance agree upon said vote.

Section 5. Board of Directors. The Association shall be governed by a Board of Directors as provided in the Articles of Incorporation and By-Laws of the Association.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject-to a vote of the Members at any meeting of the Association shall be as is provided in the Articles and By-Laws of the Association except as is otherwise specifically provided in this Declaration.

ARTICLE IV

FUNCTIONS OF ASSOCIATION

Section 1. Required Services. The Association shall as required provide the following services:

- A. Clean-Up, landscaping, landscaping maintenance, improvement maintenance, and repairs of and to:
 - 1. All signage (including lighting thereof and supplying electricity for this purpose) of Bella Vida at Entrada located at the entrance or entrances of Bella Vida at Entrada from public streets outside of Bella Vida at Entrada including but not limited to maintenance and repair of any signs, planted boxes, and landscaping ancillary thereto.
 - 2. The main roads, including any gatehouses which service entrances to Bella Vida at Entrada from areas outside of Bella Vida at Entrada constructed thereon. In the event any of the roads covered by this subparagraph have been or become dedicated to the public, the provisions of this subparagraph shall be subject to those of Paragraph D of this Section.
 - 3. Any Common Areas, the responsibility for maintenance of which has not been assigned by this Declaration, any Supplemental, or otherwise by the Association, to or another entity.
- B. In the event the Association accepts the conveyance of any Recreational Facilities as hereinafter provided, the Association shall operate and maintain the said Recreational Facilities and perform any necessary repairs thereon. Said Recreational Facilities may be open to all Owners, in which event all expenses related thereto shall be included in the Association's budget or, may be open only to those residents of Bella Vida at Entrada who desire membership in such Recreational Facilities to the extent such memberships are available on a first come, first served basis, and also to those other persons permitted by the Board of Directors of the Association ("Membership Basis"), or a combination or both, as determined by the Association. Additionally, the Association may charge fees for the use of the Recreational Facilities, if any.
- C. Cleanup, landscaping, landscaping maintenance and other maintenance of all city, county or municipal property which are located within or in a reasonable proximity to the Property, to the extent permitted by the city, county, or municipal entity/owner, and to the extent that their deterioration would adversely affect the appearance of the Property as a whole and the standard of maintenance by said city, county or

municipality is less than that desired by the Association. The Association shall adopt standards of cleanup, landscaping, maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed other first-class developments similar to Bella Vida at Entrada.

- D. Cleanup, landscaping, landscaping maintenance and maintenance of any real property located within Bella Vida at Entrada upon which the Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Association executed and delivered by the Owner of said property to the Association.
- E. To conduct business of the Association, including but not limited to administrative services such as legal, accounting, and financial, and communication services informing Members of activities, notices of meetings, and other important events.
- F. To purchase general liability and hazard insurance covering improvements and activities on those portions of the Property subject to the maintenance obligations of the Association as provided in this Section 1.
- G. To establish and operate the Architectural Review Committee as hereinafter defined when the Association assumes this responsibility as hereinafter provided.
- H. Maintenance (including supplying electricity) of the lighting of those roads and sidewalks throughout the Property subject to maintenance responsibility of the Association by Section 1 of this Article, in the event that the Association has installed lighting equipment thereat.

Section 2. Obligation of the Association. The Association shall be obligated to carry out the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. Notwithstanding anything herein to the contrary, all landscaping and other maintenance shall be maintained as originally provided by the Association or better.

Section 3. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its functions.

ARTICLE V

RESERVED

ARTICLE VI

EASEMENTS

Section 1. Appurtenant Easements.

- A. The Owner of each Residential Lot or Unit, his guests, lessees, licensees, and invitees, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and By-Laws of the Association and the Rules and Regulations promulgated by the Association and all Supplemental Declarations that may hereafter be recorded in the Public Records of Lee County, Florida, has a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all roadways and other rights of way, such use and enjoyment to be shared in common with the other Owners of any of the Property, their guests, lessees, licensees, and invitees.

Section 2. Utility Easement. The Association reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, syphons, valves, gates, pipelines, cable telephone service, electronic security systems cable television and broadband communications and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of any of the Property and servicing the Common Area, all such easements to be of a size, width and location as the Association, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 3. Reserved.

Section 4. Service Easement. The Association hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by the Association, its successors or assigns, to service the Property, and to such other persons as the Association from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Area, Recreational Facilities (if any), roadways, and other rights of way for the purposes of performing their authorized services and investigations. The provisions of this section shall be limited to the roadways and other rights of way, both public and private, show on the plat of any area of Bella Vida at Entrada which has been or shall be platted.

Section 5. Zero Lot Line Development. In the event that any property covered by this Declaration is zoned to permit construction on a "zero lot line" basis, and if and only if the Architectural Review Committee approves construction on said basis upon any property covered by this Declaration, each Owner of property upon which "zero lot line" construction has occurred shall have an easement over such adjacent properties as may reasonably be required for the proper maintenance of his property.

Section 6. Signage Easements. The Association hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right in and over, under, on and across a portion of the Common Area and all other Common Areas running adjacent to the perimeters of Bella Vida at Entrada necessary for the purpose of erecting, maintaining, and repairing signage for Bella Vida at Entrada, provided that such easement shall not extend into any area covered by any interior plat to be recorded by a Declarant with respect to any of the Property. The term "signage" as used in this section shall include but not be limited to signs, planter boxes, landscaping, fountains, and waterfalls.

Section 7. Extent of Easements. The rights and enjoyment of the easements created hereby shall be subject to the following:

- A. The right of the Association, in accordance with its By-Laws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Area, and providing services authorized herein and, in aid thereof, to mortgage said properties.
- B. The right of the Association, subject to the notice provisions of its By-Laws, to suspend the rights and enjoyment of said easements of any Member or any tenant, guest, licensee or invitee of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for an infraction of its published Rules and Regulations, it being understood that any suspension for either nonpayment of any assessment or breach of any Rules and Regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; provided, however, that the Association shall not suspend the right to use any roads belonging to the Association, subject, however, to the Rules and Regulations of the Association for such use.
- C. The rights of the Association to charge reasonable membership, admission, and other fees for the use of the Recreational Facilities, if any are constructed.
- D. The Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, maximum weight restrictions, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles on the use of such roads shall be more restrictive than the laws of the state or any local government having jurisdiction over the Property shall not make such restrictions unreasonable. The right of ingress and egress through such

roadways shall not be impaired.

- E. The right of the Association to give, dedicate or sell all or any part of the Common Area, roadways, or other rights of way to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast by the Voting Members at a duly called meeting of the Members of the Association, and unless written notice of the meeting and of the proposed action thereunder is sent at least thirty (30) days prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the said property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

- F. Such reasonable Rules and Regulations for the use and enjoyment of the rights granted by the easements as may be promulgated by the Association from time to time.

Section 8. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. Any permanent device through which water is drawn from any lake, canal, or other body of water onto or within any of the Property shall be subject to the prior written approval of the Architectural Review Committee as hereinafter established.

ARTICLE VII

USE RESTRICTIONS

Section 1. Development Plan. The Property may be used for those purposes provided in the Development Plan.

Section 2. Subdivision and Regulation of Property. No Residential Lot or Unit may be divided or subdivided without the express written consent of the Association. No Owner or Neighborhood Association shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the Development plan or any other governmental plans, land development regulation, development orders or development permits applicable to the Property, or to any Residential Lot, tract or parcel without the prior written approval of the Association which approval may be denied at the sole discretion of the Association. Nothing herein is intended to prohibit judicial partition of a Lot or Unit owned by two or more persons.

Section 3. Litter. In order to preserve the beauty of Bella Vida at Entrada, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board of Directors, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating.

Section 4. Walls; Fences; Hedges, etc. Unless approved in writing by the Association, no wall, fence, hedge, or other divider shall be constructed or maintained on any adjoining Lot, it being the express intent that no fences, walls or dividers shall be permitted on any Lot which abuts lakes, preserve areas, streets or roads unless the Association so approves. Hedges, constructed of shrubbery or other suitable vegetation, may be approved but only in those situations where back to back lots or homesites so request and are approved. Any dispute as to height, length, type, design, composition or material shall be resolved by the Association's Board of Directors, whose decision shall be final.

Section 5. Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by the Association. Maintenance and repair of all driveways, parking and other paved parking facilities (except driveways serving only one single family home) shall be the responsibility of the Association (if located in the Common Areas).

Section 6. Color. No exterior colors on any structure shall be permitted that, in the judgment of the Architectural Review Committee (ARC) (as hereinafter defined), would be inharmonious, discordant or incongruous with Bella Vida at Entrada. The initial exterior color

and design of structures shall be as approved by the Association, and any later changes must be approved by the ARC.

Section 7. Temporary Factory-Built or Existing Structures. No structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected without the prior written permission of the Association. No tent, trailer or temporary structure shall be permitted unless its size, appearance and temporary location on the Residential Lot have first been approved by the Architectural Review Committee.

Section 8. Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Residential Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the Architectural Review Committee, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the federal Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Living Unit and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A portable flagpole, for display of the American Flag and those permitted, as provided in Section 720.304 Florida Statutes as amended from time to time hereafter, may be permitted if its design and location are first approved by the Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment.

Section 9. Trucks; Commercial Vehicles; Recreational Vehicles; Motor Homes; Mobile Homes; Boats; Campers; Trailers and Other Vehicles.

Motor Vehicles: Parking. No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere on the property except on an individual driveway or within a garage. No commercial trucks, or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on community property, unless fully enclosed within a garage. Boats, boat trailers, trailers, semi-trailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, golf carts, and the like, and any vehicles not in operable condition or validly licensed, may not be kept within the community unless fully enclosed within a garage. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6)

consecutive hours or overnight, whichever is less.

- A. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.
- B. "Trucks" means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, "topper" or other enclosure. This shall specifically include "pickup trucks", and like vehicles but shall not include passenger and like vans (provided same are not "commercial" vehicles, as defined above) similar to those currently marketed under the following manufacturers name plates: Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Aerostar and all other vehicles of similar design and custom passenger vans. The term truck shall not include "Jeeps" if same do not have a cabinet box, bed, platform, box or rack, as described above and if same are not "non-passenger" vehicles, as described below).
- C. "Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property and shall include wave-runners.
- D. "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.
- E. "Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.
- F. "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.
- G. "Motorcycle" means any motor vehicle on two or three wheels propelled by an engine and shall include "ATV's", motor scooters, motorcycles, and mopeds powered by engines.
- H. "Motor Homes" or "Recreational Vehicle" means any vehicles which are self- propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria, and which contain shower facilities,

restroom facilities, and full cooking facilities shall, be considered motor homes.

- I. No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. A vehicle which has not been moved from the same spot for seven (7) consecutive days shall be presumed to be unable to operate on its own power.
- J. A speed limit of twenty (20) miles per hour shall apply throughout the Property. Unnecessary vehicle noises are to be avoided within the grounds.
- K. Vehicle maintenance is not permitted within the Property except in garages. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the exterior and interior of the vehicle, waxing and checking fluid levels is permissible. Emergency repairs to vehicles such as changing a flat tire is allowed.

The Board of Directors of the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section.

Section 10. Outdoor Equipment. No above ground swimming pools and oil tanks are permitted. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the owner or Neighborhood Association.

Section 11. Clothes Drying Area. No outdoor clothes drying area shall be allowed.

Section 12. Lighting. All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by the Association. Except as may be initially installed or approved by the Association, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Residential Lot which in any way will allow light to be reflected on any other Residential Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other owners or occupants of the Property, shall be allowed.

Section 13. Air Conditioners. Wall or window air conditioning or heating units are not permitted.

Section 14. Solar Collectors: Roof Vents. Solar collectors, roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by the Association or the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier.

Section 15. Signs. No sign of any kind shall be displayed to the public view on any Residential Lot, except one sign not larger than 18" x 24" to advertise that the property is for sale or rent which sign is to be placed on one ground floor window or one second story window.

Section 16. Units; Residential Use. Each Unit shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. Notwithstanding however, neither the listing on any occupational license or the listing within any telephone directory of the Unit serving as a business address shall be dispositive of the property being used as for commercial or business purposes. Any owner may use his/her residence for incidental commercial purposes, so long as (1) property is not used for manufacturing, construction or installation of materials sold or advertised to be sold, whether retail or wholesale customers; (2) the nature of the business activity does not invite or permit suppliers, customers or vendors to visit or frequent the Unit, even on isolated occasions; (3) the business activity within the Unit is limited to telephone calls and written correspondence in and from the Unit; and (4) no employees or contractors, other than those who regularly reside within the Unit may perform any work or other services to the business at the Unit. This restriction shall further not be construed to prohibit any owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his Unit. Such uses are expressly declared customarily incident to residential use.

Section 17. Pets and Animals. No livestock or poultry shall be kept, maintained, or bred in any Unit or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of two (2) domestic dogs (other than pit bull dogs or other dogs which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or two (2) domestic cats shall be permitted to be maintained in the Property, provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Property shall be absolutely liable to other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property by such person or by members of his or her family, his or her guests or invitees and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of

the Project or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. The Corporation shall have the right to promulgate Rules and Regulations relating to animals, and the right to restrict, under such Rules and Regulations any animals determined by the Board to constitute a nuisance.

Section 18. Nuisances. Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Association whose decision shall be final.

Section 19. Correction of Health and Safety Hazards. Any Conditions on the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Community Association, and the cost thereof shall be charged to the responsible owner or Association.

Section 20. Assignment of Approval Rights. All rights of the Association to approve or disapprove any construction, alteration or other aspect of the appearance of the physical property, in the Property, including but not limited to landscaping and other improvements placed upon the Residential Lot have been assigned to the ARC. All other approval powers have been assigned to the Board of Directors of the Association

Section 21. Reserved.

Section 22. Sales and Leasing. All leases of Units must be in writing. An Owner may lease only his entire Unit, and then only in accordance with this Section. The privilege to rent or lease one's Unit may be revoked by the Board of Directors if it is abused by the owner, or the owner fails or refuses to follow the required procedures. Any temporary occupancy rights obtained in exchange for consideration shall be deemed a lease including but not limited to occupancy obtained via a license and must comply with all provisions herein.

22.1 Procedures.

22.1.1. Notice. An owner intending to sell or lease his Unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed transfer or lease, together with the name and address of the proposed transferee or lessee, and other information about the transferee or lessee or the sales or lease that the Board may reasonably require.

22.1.2 Failure to Give Notice. Any sale or lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the Owner.

- 22.2. Term of Lease and Frequency of Leasing. The minimum lease term is six (6) months. No new lease shall be approved unless at least six (6) months have elapsed since the first day of the last lease. No Unit may be leased or rented more than two (2) times in any twelve (12) month period. No subleasing or assignment of lease rights by the lessee is allowed.
- 22.3 Occupancy During Lease Term. No one but the lessee and his family within the first degree of relationship by blood, adoption or marriage may occupy the Unit.
- 22.4 Regulation by Association. All of the provisions of the Association documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Association documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.
- 22.5 The Board of Directors shall have the authority to approve all sales or leases and renewals thereof, which authority may be delegated to a committee of Owners. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances. The Board shall have the right to perform background checks, felony checks, credit checks and review credit scores and verify income. The Board shall further have the right to delegate such screening of proposed purchasers and tenants to a committee, or a commercial screening concern. The Association may charge a fee for consideration of lease applications, including the background investigation, which shall not exceed the maximum fee prescribed by law. All persons not approved as part of the initial application must be approved as provided for herein before occupying the home.
- 22.6 All leases shall be on a uniform form of lease if so promulgated by the Association. Uniform leases and all others will provide or shall be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in this Declaration, Articles of Incorporation, Bylaws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). The uniform lease and other leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the Owners shall be responsible for the conduct of the tenant. The Owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings. If the Owner fails to bring the

conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitations, the right to institute an action for eviction against the tenant in the name of the Association. The Association shall be deemed the agent of the landlord for the purposes of filing an eviction action. The Association shall have the right to recover any costs or fees, including attorney's fees incurred in connection with such actions from the Owner in the same manner as common expense charges.

22.7. Each lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Owner's collateral assignment of rents ("Collateral Assignment of Rents") on such leased Unit to the Association, which Collateral Assignment of Rents shall become absolute upon the default of Owner to timely meet ongoing assessment obligations, regular and special, as the same may arise from time to time. Notwithstanding anything to the contrary herein, in the event of a default by tenant to pay rent directly to the Association, the Association may immediately commence legal action to terminate the lease subject to the provisions of Florida law and this Declaration, and secure removal of the tenant. Any and all fees and costs incurred, including attorney's fees, shall be recoverable from the Owner and same shall constitute an assessment and lien pursuant to this Declaration.

22.8. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed sales or leases within fifteen (15) days, of receipt of such information for approval. All requests for approval not acted upon such time shall be deemed approved. Applications renewals of lease agreements shall be submitted at least fifteen (15) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed sale or lease or renewal the Owner shall receive a short statement indicating the reason for the disapproval, and the sale or lease shall not be made or renewed. The Association shall have no duty to provide an alternate purchaser or lessee nor shall it assume any responsibility for the denial of a sale or lease application if any denial is based upon any of the following reasons:

- (A) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.
- (B) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants applicable to Bella Vida at Entrada. By way of example, but not limitation, an owner allowing a tenant or transferee to take possession of the premises prior to approval by the

Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

- (C) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in Bella Vida at Entrada as a tenant, Owner or occupant of a Unit.
- (D) The person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner.
- (E) All assessments, fines and other charges against the Unit have not been paid in full.
- (F) The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

In determining whether or not to deny a sale or lease the Board shall consider mitigating factors such as the recency of events and the adverse impact on the Bella Vida community. The Association is an equal opportunity provider of housing and no sale or lease shall be denied for an illegal discriminatory reason.

Section 23. Reserved.

Section 24. Ownership of Units. Co-ownership of Units is permitted. However, if the co-owners are other than husband and wife, the co-owners shall designate one (1) of the co-owners as the "primary occupant." The use of the Unit by other co-owners shall be as though the primary occupant were the only actual owner. Those co-owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Both the initial approval and the continued approval of a trustee, corporation, or other entity as an owner, shall be conditioned upon designation of one (1) natural person to be the "primary occupant", and the use of the Unit by other persons shall be as though the primary occupant were the only actual owner. Those co-owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift. No more than two (2) such changes shall be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning and not to create circumstances in which the Unit may be used as short-term accommodations for several families or individuals.

Section 25. Guest Occupancy. A "guest" is defined as a person who enters upon the property at the invitation of an Owner, (or their respective families) for the purpose of visiting the Owner (or his respective family), or utilizing the Property. Guests are not permitted to bring a pet of any kind into Bella Vida at Entrada. Use or visitation without consideration (payment)

distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

- A. Non-Overnight Visitation by Guests When Owner is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict guest visitation relative to convicted felons, including but not limited to registered sex offenders. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Common Areas and Recreation Facilities only when accompanied by the Owner (or an adult resident member of the Owner's family). The Board may establish additional restrictions on non-overnight guest usage of Common Areas and Recreation Facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.
- B. Overnight Guests When Owner is in Residence. Owners (and their respective family) may have related or unrelated overnight guests, so long as the Owner is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than two (2) persons per bedroom plus two (including the Owner, and his family) sleep overnight in any unit.
- C. Non-Overnight Guests in the Absence of the Owner. Owners are not permitted to have non-overnight guests when the unit owner is absent from the Unit, Owners may have their Units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Common Areas, such as Recreational Facilities.
- D. Overnight Guests in the Absence of the Owner. Owners are permitted to have overnight guests in the absence of the Owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of Bella Vida at Entrada.
 - 1. Non-Related Overnight Guests in the absence of the owner will be limited to two (2) occupancies per calendar year and for a maximum period of 14 days. The limitation of Unit density in Section 25(B) applies. Ten (10) days prior notice to the Association is required.
 - 2. Related Overnight Guests may occupy a Unit in the absence of the owner. For the purpose of this clause, "related" means all persons who are staying in the Unit on an overnight basis, in the absence of the owner, are related to the Owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Section 25(B) applies. Ten (10) days prior notice to the Association is required.

- E. Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

ARTICLE VIII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Family Dwelling Unit shall by acceptance of a deed therefor, regardless of whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) annual assessments, (2) special assessments, and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The assessments will not be the same for all of the Property and will be different depending on whether the Unit is located in Bella Vida at Entrada Estates or Bella Vida at Entrada Townhomes. The annual, special and (including Reasonable Attorneys' Fees) therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection (including reasonable Attorneys' Fees), shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessments first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area or any Recreational Facility, or by the abandonment of the property against which the assessment was made. In the case of co-ownership of any Property subject to assessment, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, and operation of the property described in Article IV, Section 1 and to provide services which the Association is authorized or required to provide. The Association may establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. The amount of annual assessment will vary as to the type of Family Dwelling Unit on a Residential Lot as determined by the Board of Directors of the Association.

Section 3. Reserved

Section 4. Annual Budget of General Expenses. The Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expenditures for the services set forth in Section 2 above for the forthcoming year. Recreational Expenses may only be included in the budget to the extent they relate to Recreational Facilities owned and/or leased by the Association and open to all Owners. No Recreational Expenses relating to any Recreational Facility operated on a Membership Basis shall be contained in the budget; provided, however, that nothing contained herein shall prohibit

the Association from charging a reasonable fee for the use of any Recreational Facility or from permitting the general public to use same upon payment of such a fee if it is deemed in the best interest of Bella Vida at Entrada. The Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each Owner.

Section 5. Date of Commencement of Annual Assessments. The full annual assessments provided for herein shall commence (such date referred to herein as the "Full Assessment Date") as to a Residential Lot or Unit on the first day of the month following the first to occur of the following events: a) the occupancy of a Family Dwelling Unit on a Residential Lot; or b) the conveyance of a Family Dwelling Unit to a third party. Notwithstanding anything to the contrary contained above, prior to the Full Assessment Date, the Owner of a Residential Lot shall pay 25% of the annual assessment assessed to a Residential Lot (a "Partial Assessment Owner"). For purposes of calculating the annual assessment, Partial Assessment Owners shall not be responsible for payment of reserves set aside in accordance with Section 2 of this Article VIII. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 6. Purpose of Special Assessments. To the extent that annual assessments are insufficient to fund the services which the Association is authorized or required to provide or to repair or reconstruct Common Area or as is otherwise permitted in this Declaration, the Association may levy a special assessment to cover the cost thereof.

Section 7. Proportion and Amount of Special Assessments. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. This provision shall be interpreted to mean that the Association may make in any one year an annual assessment as set forth in Section 5 of this Article plus an additional special assessment, which additional assessment being considered alone, may not exceed the annual assessment.

Section 8. Individual Assessments. Each Owner of a Family Dwelling Unit is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. Such Owners are further required to maintain their property in accordance with any other covenants, conditions and restrictions and Supplement Declarations to which their deeds or other instruments of conveyance make reference. In the event of the failure of such Owner(s) to maintain their property as required herein, the Association, after first given thirty (30) days notice to such Owners and an opportunity to appear before the Board of Directors of the Association, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owner's Property for such purpose shall not constitute

trespass. Assessments may also be levied against such Owners for any damage to Common Area, or Recreational Facilities which may be caused by such Owners, their families, lessees, guests or invitees.

Section 9. Quarterly Payment of Annual Assessments. Annual assessments shall be paid in advance in quarterly installments due on the first day of each calendar quarter or as otherwise established by the Association commencing with the date stated in Section 3 of this Article, and shall be deemed delinquent if not received by the Association on or before the tenth date after they become due. The due date and grace period of any special assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment.

Section 10. Duties of the Board of Directors. The Board of Directors of the Association shall prepare an annual budget and fix the amount of the assessment against each of the properties as provided hereinabove for each assessment period and shall, at that time, prepare a roster of the properties, and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent every Owner. The Association shall upon demand at any time furnish to any or Owner who pays assessments directly a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association may charge a reasonable fee for this certificate.

Section 11. Effect of Non-Payment of Assessment Lien. If any assessment is not paid on or before the past-due date specified in Section 9 of this Article VIII, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date, any late charges and the cost of collection (including reasonable attorneys' fees) thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon as provided below, against which each such assessment is made. The Board of Directors shall have the authority to waive (either on a case by case basis or prospectively) small amounts of interest which may become due under this section in order to save bookkeeping costs if the Board finds it in the best interest of the Association to do so. Assessments shall be personal obligations against the following:

- A. Each Owner shall be personally liable for all assessments made against his/her property, which liability will survive even after he/she has transferred title to the property subject to the assessment. Each person acquiring such property shall become personally liable for all unpaid assessments against such property as provided in Section 720.3085, Florida Statutes as amended from time to time hereafter.
- B. The lands and improvements subject to any assessment are subject to lien for delinquent assessments made against such lands and improvements.

The lands and improvements which are subject to lien for delinquent assessments are:

- C. The individual properties belonging to any Owner shall be subject to lien for failure to pay any individual assessments against such properties.

Said liens shall be evidenced by a claim of lien filed among the Public Records of Lee County, Florida, and shall relate back to and be effective from the time of recording of the original Declaration; such lien shall be superior to all other liens save and except real property tax liens and the liens of any Institutional Lender's first mortgage.

Section 12. Remedies. If any assessment is not paid prior to becoming delinquent or the expiration or any applicable grace period, or within thirty (30) days, if there is no applicable grace period or delinquency date, the Association may bring an action at law against any person personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, which foreclosure shall be prosecuted as is provided Section 720.3085, Florida Statutes as amended from time to time hereafter. The Association may bid at any sale held pursuant to such a foreclosure and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. The Board of Directors may settle, and compromise said lien if it is in the best interests of the Association. In any civil action brought hereunder, the Association shall be entitled to judgment for interest, costs, and reasonable attorneys' fees as provided in this Declaration if it is the prevailing party.

Section 13. Subordination of the Lien to Mortgages. Notwithstanding anything to the contrary provided elsewhere in this Declaration, the provisions of Chapter 720 of the Florida Statutes, as amended from time to time hereafter, shall apply and govern as it relates to the obligation to pay past due, unpaid assessments, including the liability of first mortgagees who acquire title through foreclosure or deed in lieu of foreclosure.

Section 14. Exempt Property. The following property and persons shall be exempted from assessments under this Declaration and liens therefore:

- A. Any portion of the Property used exclusively for the purpose of utility easements or dedicated public roadways; and
- B. All Common Area.

Section 15. Capital Contributions. At the time of the closing of a Family Dwelling Unit, each purchaser shall pay to the Association a sum equal to the aggregate of Two Hundred Fifty and No/100 (\$250.00) Dollars as the amount of working capital contribution. These monies (hereinafter called "Capital Contribution") shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments.

Section 16. Surface Water Management System. The Association is not responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system as those responsibilities shall be the Community

Development District's responsibility.

Section 17. Reserved.

Section 18. Delinquency in Payment of Assessments or other Monetary Obligations - Loss of Right to Use of Common Area (Other than Roadways). Suspension for nonpayment of Assessments. If an Owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of the Owner, or the occupant, licensee, or invitee of the property to use common areas, common facilities, or any other Association property until the monetary obligation is paid. The notice and hearing requirements under Article XIII, Section 7 do not apply to a suspension imposed under this Section. The suspension ends upon full payment of all obligations currently due or overdue to the Association. All suspensions imposed pursuant to this subsection must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the parcel owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery. The loss of use of the Common Area described herein shall include the loss of the right to the Owner, his or her family, guests, invitees and tenants from using the Recreational Facilities serving as Common Area. Under no circumstances will the Owner, his or her family, guest, invitees, and tenants be prevented from using roadways serving as Common Area for failure to pay assessments so long as the Owner owns a Unit within the Property.

Section 19. Delinquency in Payment of Assessments or other Monetary Obligations - Loss of Voting Rights. In addition to the other remedies provided for in this Declaration, in the event that an Owner, is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, then the Owner shall have no voting rights in the Association. The suspension of voting rights ends upon full payment of all obligations currently due or overdue to the Association. All suspensions imposed pursuant to this subsection must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the parcel Owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.

Section 20. Delinquency in Payment of Assessments or other Monetary Obligations - Eligibility for Board. If a candidate for the Board is delinquent in the payment of any monetary amount owed to the Association any number of days, at the time of nomination or at the time of the election, that person's name will not be placed on the ballot for election. Further, if a Board member becomes more than ninety (90) days delinquent in the payment of any monetary amount owed to the Association, that Board member is no longer eligible to continue to serve on the Board and will be replaced by a new director appointed by the remainder of the Board.

ARTICLE IX

ARCHITECTURAL AND DEVELOPMENT CONTROL

Section 1. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") whose duties, powers and responsibilities shall be as hereinafter set forth:

- A. The Board of Directors of the Association shall appoint the members of the ARC which shall consist of three (3) members, and shall provide for the terms of the members of the ARC, and determine which member of the ARC shall serve as its chairman.
- B. The ARC shall have the right of specific approval or veto of all architectural and landscaping aspects of any improvements or development of individual units or buildings as well as the general plan for development of any individual lot subdivision, tract or parcel of land within Bella Vida at Entrada provided, further, that the ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes.
- C. No building, sign, outside lighting, fence, hedge, wall, walk, dock, or other structure or planting shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein 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 ARC. As part of the application process, three (3) complete sets of plans and specifications prepared by an architect, landscape architect, engineer, or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC.
- D. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.
- E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

- F. Unless specifically exempted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.
- G. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within forty-five (45) days after written request for approval or disapproval is delivered to the ARC by the Owner or the Owner's agent or attorney, then such approval of the ARC shall not be required, and the Owner or the Owner's agent or attorney may record an affidavit in the Public Records stating that the required notice was given and no objection was made by the ARC, which affidavit shall constitute prima facie evidence of the facts stated therein; provided, however, that no building or other structure shall be erected or shall be allowed to remain if built in violation of this Declaration of which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.
- H. There is specifically reserved unto the ARC, the right of entry and inspection upon any of the Property for the purpose of determination by the ARC whether there exists any construction of any improvements which violates the terms of any approval by the ARC or the terms of this Declaration, of any Supplemental Declaration, or of any other covenants, conditions, and restrictions to which its deed or other instrument of conveyance makes reference. Such inspection shall be preceded by reasonable notice to the Owner of the property to be inspected, except for inspections of exterior of improvements and of unenclosed land. The ARC is specifically empowered, acting in the name of the Association, to enforce the provisions of this Declaration and all Supplement Declarations by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the Association shall be entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith. The Association shall indemnify and hold harmless the ARC and each of its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of any member of the ARC's service as a member of the ARC. All costs, expenses, and attorneys' fees of the ARC, including those incurred in connection with its enforcement or powers as provided herein, shall be borne by the Association; provided, however, that nothing provided herein shall be deemed to negate the Association's right to an award of its and the ARC's reasonable attorneys' fees and costs if it is the prevailing party in any administration or judicial proceeding.
- I. The ARC is empowered to publish or modify from time to time, design and development standards for Bella Vida at Entrada.

- J. Wherever the written consent of the ARC shall be required, the chairman of the ARC shall be authorized to execute and acknowledge instruments manifesting said consent, after approval by the ARC.
- K. A specific improvement, once approved by the ARC, may remain in place notwithstanding the adoption of contrary standards later.

Section 2. Approval of Supplemental Declarations. No Supplement Declaration may be recorded in the Public Records of Lee County by any person, nor shall same have any legal or equitable affect or validity, unless it has been approved as provided in this section. Such approval shall be evidenced by the affixing of a certificate of approval as provided below to the Supplemental Declaration and the recording of said certificate with the Supplement Declaration in the Public Records of Lee County.

- A. The right of approval provided in this section shall be held by the Association, acting by and through the ARC, shall hold the said right of approval.
- B. No person shall attempt to avoid the requirement of approval set forth in this section by including "deed restrictions" or conditions in any deed or instrument of conveyance of the Property and all such attempted restrictions and conditions, unless approved as herein provided, are hereby declared null and void.
- C. The purpose of the provisions of this Section is to ensure that the Property is developed through a uniform plan of development. The provisions of this Section shall apply to all persons owning any of the Property.
- D. The issuance of its approval or consent to the recording of any Supplemental Declaration shall not deem the ARC or the Association to be the developer of the property encumbered thereby, and the ARC and the Association shall incur no liability to any person for their issuance of, withholding of approval or consent to the recording of any Supplement Declaration.

ARTICLE X

PROVISIONS RESPECTING TOWNHOUSES

Section 1. Party Wall. Wherever one Family Dwelling Unit which is a townhouse ("Townhouse") is separated from another by a common wall or party-wall, the obligations of the Owners of each of the Townhouses with respect to the party-wall shall be governed by this Section. The party-wall shall be the joint obligation of each of the Owners of the adjoining Townhouses. Each Owner shall be responsible for the repair and maintenance of the surface portion of the party-wall which is contained within his Townhouse. Any repairs, maintenance and the like, including repairs or maintenance to the paint, plaster or wall-board of the surface portion of the party-wall which is contained within his Townhouse shall be the obligation of that Owner. The Owners shall be jointly responsible for the structure of the party-wall, i.e. repair or maintenance of concrete block or mortar. Each of the Townhouse Owners shall be responsible for keeping in force insurance respecting such party-wall. In the event of damage or destruction to the party-wall, it shall be repaired as the common expense of each of the Owners thereof, said expense being divided equally. There shall be no subrogation or contribution between such Townhouse Owners for the negligence or negligent acts of the Townhouse Owners where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by insurance, the negligent party shall bear the cost. This Agreement shall be deemed the Party-Wall Agreement among and between each of the Owners of the Townhouses, their successors and assigns.

Section 2. Painting. In order to maintain a uniform appearance and to maintain the high standards of maintenance within the Property, it shall be the duty and obligation of the Association to undertake periodic exterior painting of all of the Townhouses. The Association shall have the sole discretion to determine the time at which such painting shall take place, the manner and color to be used. Re-painting of any individual Townhouse, which is necessitated by deterioration of existing paint, shall also be the responsibility of the Association. However, the Association shall be entitled to reimbursement from the Owner of the Townhouse where the painting is required as a result of the deliberate or repeated acts of the Owner.

Section 3. Lawn Maintenance. It shall be the duty of the Association to maintain and cut the grass located on the Townhouse Owner's property, the cost of such grass maintenance on the Townhouse Owner's property being assumed by the Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance provided, however, that notwithstanding anything herein to the contrary, the Association will not be required to maintain or cut the grass or maintain the irrigation system, or be responsible for any of the costs thereof, for a Townhome Owner's property prior to the Full Assessment Date. The Owner shall not plant any trees or shrubbery on his Residential Lot without first obtaining the prior written consent of the Association. The Association is hereby granted an easement over and across the Owner's Lot for the purpose of

maintaining and cutting the grass, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining and cutting the grass.

Section 4. Screen Enclosure. Each Townhouse has a screen enclosure. Each Townhouse Owner shall be responsible for maintaining and repairing the screen enclosure in a clean, sanitary, neat, safe and orderly condition. If any Townhouse Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 5. Uniform Appearance of Drivestrip and Roofs. It shall be the duty of the Association to undertake periodic repair of the surface of each drivestrip and for the repair and maintenance of roofs on Townhomes, in order to maintain a uniform appearance and to maintain the high standards of maintenance within the Property. The Association shall have the sole discretion to determine the time at which said maintenance shall take place and the manner of its completion. The Association shall be entitled to reimbursement from the individual Owner where the maintenance is required as a result of the deliberate or repeated negligent acts of the Owner.

Section 6. Repair and Maintenance of Roofs. Repair and maintenance of Townhome roofs shall be the obligation of the Owners. In the event that roof repairs are necessary where there is a commonality of roof line and necessity for repairing sections of roof that may overlap more than one Townhome, then responsibility and repair and maintenance shall be divided equally between the owners of the properties as is described in the party-wall agreement in Section 1 above. In the event said Owner have repaired and maintained the Townhouse roof and said roof has to be replaced due to age, then replacement of the roof shall be the obligation of the Association.

ARTICLE XI

PROVISIONS RESPECTING HOMES

Section 1. House Maintenance. Each Owner of a Family Dwelling Unit which is a detached single family home ("Home") shall be responsible for maintaining and repairing the Home and all other improvements situated on his Unit in a clean, sanitary, neat, safe and orderly condition. Each Home Owner shall be responsible for the maintenance, replacement or repair of all doors, exterior walls and all other portions of his Home and shall also be responsible to keep the paint on the exterior walls of the Home and the roof in a good state of repair. It will also be the duty of each Home Owner to maintain in good repair the driveway servicing his Home. If any Home Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. It shall be the duty of the Association to maintain and cut the grass located on the Home Owner's property, the cost of such grass maintenance on the Home Owner's property being assumed by the Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Home Owner shall not plant any trees or shrubbery on his Residential Lot without first obtaining the prior written consent of the Association. The Association is hereby granted an easement over and across the Home Owner's Residential Lot for the purpose of maintaining and cutting the grass, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining and cutting the grass.

ARTICLE XII

INSURANCE AND CASUALTY CASES

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Each Owner shall maintain at all times appropriate property casualty insurance coverage on his dwelling in such amounts sufficient to cover the cost of repair or reconstruction of the dwelling in the event of casualty loss.

To the extent available on commercially reasonable terms and conditions, the Board of Directors must also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents.

Premiums for all insurance on the Common Area shall be a General Expense of the Association and shall be included in the Assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount of each party's loss bears to the total.

Section 2. Damage and Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed Common Area. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Area to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

- A. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or

reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

- B. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Area shall be restored to their natural state and maintained by the Association in a neat and attractive consistent with community-wide standards.
- C. Immediately after damage or destruction by fire or other casualty to all or any part of a Family Dwelling Unit, the Owner shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed items, which information shall be provided to the Association. Each Owner must repair or reconstruct his Unit to the condition that the Unit was in prior to the casualty, unless such repair or reconstruction is impossible from an engineering standpoint. In such case, said Owner shall make such repairs or reconstruction as necessary to preserve any party walls and the integrity of the Unit and adjacent, attached, Units.

Section 3. Disbursement of Proceeds. If the damage or destruction of Common Area for which the proceeds of the insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors of the Association shall levy a special assessment to pay for repair or reconstruction of said Common Area.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. After said twenty-five (25) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless terminated as follows:

- A. Termination shall be terminated at a meeting of the Members after giving of written notice that termination will be considered to each Member at least forty-five (45) days in advance of said meeting.
- B. Three-fourths (3/4) of the Members present and voting of each of the two classes of Members must vote in favor of termination.
- C. Institutional Lenders having first mortgages encumbering at least three-fourths (3/4) of all properties as to which there are voting rights must consent in recordable written instruments to the termination.

In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate and all the consents of all mortgagees shall be recorded in the Public Records of Lee County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended at any time by the Association provided that two-thirds (2/3) of the votes cast by the Members present and voting in person or by proxy at a duly called and held meeting of the Association vote in favor of the proposed amendment; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association

shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Lee County, Florida. No such amendment shall have the effect causing the reversal of any previous approval or another decision made by the Association.

Section 3. Reserved.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Association is called to take action under Section 2 of this Article IX with respect to any particular proposed amendment of this Declaration, the presence at the meeting of the Members or proxies entitled to cast thirty (30%) percent of the total vote of the Members shall constitute a quorum.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when electronically transmitted, hand delivered or mailed, with the proper postage affixed, to the last known address of person or entity who appears as Owner in the Public Records of Lee County, Florida, as said address appears on the records of the Association. Notice to one of two or more Co-Owners of a Residential Lot or Family Dwelling Unit shall constitute notice to all Co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes and Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if said notice was given to his predecessor in title. In the event notice of change of ownership of the property of any Member is not furnished to the Association as provided in Section 3 of Article III hereof, any notice sent by the Association to the Owner last known to the Association shall be deemed proper notice under this Section. Notice of meetings, proposed assessments, and all matters except proposed individual assessments or sanctions against particular properties or Owners shall be given only to the Voting Representatives and not to the general membership.

Section 6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition, or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association, or any Owner to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In any proceeding for the enforcement or to determine the

construction of any of the provisions hereof, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees shall ever be entered against the Association.

Section 7. Fines and Loss of Right to Use Common Area (other than Roadways). In addition to all other remedies provided for in this Declaration, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or an Owner, his family, guests, invitees and tenants may lose the right to use the Common Areas, other than the roadways, for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

- A. Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a hearing, at which time the Owner shall present reasons why a fine(s) or loss of the right to use of the Common Area should not be imposed. At least fourteen (14) days notice of such meeting shall be given.
- B. Hearing: The alleged non-compliance shall be presented to a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee at which time the committee shall hear reasons why a fine(s) or loss of the right to use of the Common Areas should not be imposed. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Board of Directors shall provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner not later than fifteen (15) days after the meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.
- C. Amounts: If the findings of the committee are made against the Owner, the Board of Directors may impose fines against the Unit owned by the Owner or impose the loss of the right to use the Common Area, other than the roadways. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that a fine may not exceed \$10,000.00 in the aggregate.
- D. Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties. Once all fines are paid and the violations cured, then the Owner his or her family, guests, invitees and tenants shall be permitted to use the Common Areas. To the extent permitted by law, fines shall be secured by a lien against the Lot or Unit.
- E. Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

- F. Non-Exclusive Remedies: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

Section 8. Severability. Should any covenant, condition or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgement shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 9. Interpretation. The provisions of this Declaration of Covenants, Conditions and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 10. Termination of Declaration. Should this Declaration be terminated as provided herein, all Common Area other than Surface Water Management System and Recreational Facilities owned or held by the Association at such time shall be transferred to a trustee appointed by the Circuit Court, Lee County, Florida, which trustee shall sell the Common Area other than Surface Water Management System and Recreational Facilities free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Lee County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Area or Recreational Facilities, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Area other than Surface Water Management System or Recreational Facilities. The excess of proceeds, if any, from Common Area other than Surface Water Management System and Recreational Facilities shall be distributed among property Owners in a proportion which is equal to the proportionate share of such Owners in the annual budget; provided, however, that where the portion of the Property owned by any Owners is encumbered by a mortgage, the distribution attributable to said portion of the Property shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases on condemnation awards.

Section 11. Dissolution of Association. In the event that the Association is ever dissolved, either voluntarily or involuntarily, any property within the Property consisting of the Surface Water Management System shall be conveyed to an appropriate agency of local government to guarantee future maintenance of said system; provided however, in the case that an appropriate agency of local government shall not accept such conveyance, then the Surface Water Management System shall be dedicated to a similar non-profit corporation with the cost and management of same being borne by the Members of the Association. Further, any dissolution of the Association shall comply with all applicable provisions of any future amendments to the Declaration or other documents pertaining thereto which would affect the Surface Water Management System, including the water management portions of the Common Areas, shall require the prior written approval of the South Florida Water Management District.

Section 12. Reserved.

Section 13. Construction of Terms. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 14. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Property.

Section 15. Dissolution of Association. The Association may not be dissolved prior to the termination of this Declaration as heretofore provided. In the event the Association is involuntarily terminated for failure to comply with the requirements of Chapter 617, Florida Statutes, or otherwise:

- A. The last directors as surviving trustees shall forthwith take such steps as may be necessary to immediately reinstate the Association's corporate status, and until such corporation status is reinstated,
- B. The last directors as surviving trustees shall continue the activities of the Association, and
- C. Each of the Members of the Association shall be responsible for the proper performance of the mandatory functions of the Association as specified in Article IV, Section 1 of this Declaration.

Section 16. Reserved.

Section 17. Storm Water Pollution Prevention Plan. The Property is subject to the Storm Water Pollution Prevention Plan for Construction Activities at Bella Vida at Entrada ("Storm Water Pollution Prevention Plan"). A copy of the Storm Water Pollution Prevention Plan attached to the original Declaration as Exhibit "E" is incorporated herein by reference only. All Owners are subject to the terms and provisions contained in said Storm Water Pollution Prevention Plan.

Section 18. No Amendment Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, shall be submitted to the South Florida Water Management District and the Community Development District described in Article XIV below, for review prior to finalization of the Amendment. The South Florida Water Management District and Community Development District shall determine if the proposed Amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District

prior to the Amendment of the Declaration.

Section 19. Surface Water Management. No Owner or any other person or entity shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Community Development District and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property. In particular, no Owner shall install any landscaping or place any fill on a Residential Lot which would adversely affect the drainage of any contiguous Residential Lot.

Section 20. South Florida Water Management Enforcement. The South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction of penalties against the Community Development District to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Community Development District. The Community Development District has the right to take enforcement action against the Owners to enforce the conditions of conservation easements and the South Florida Water Management District Permit described in Section 19 above.

Section 21. South Florida Water Management District Permit. The Environmental Resource or Surface Water Management Permit, Permit Number 3604900-P attached to the original Declaration as Exhibit "D" is incorporated herein by reference only. Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Association for the benefit of the Association.

Section 22. WETLANDS, MITIGATION AND UPLAND BUFFERS. RESPONSIBILITIES REGARDING WETLANDS, MITIGATION AND UPLAND BUFFERS. CERTAIN LOTS MAY BE ADJACENT TO OR CONTAIN WETLAND PRESERVATION AND MITIGATION AREAS AND UPLAND BUFFERS PROTECTED UNDER CONSERVATION EASEMENTS. ALL OWNERS ARE NOTIFIED THAT THE WETLANDS AND UPLAND BUFFERS MAY NOT BE ALTERED FROM THEIR NATURAL PROTECTED CONDITION WITH THE EXCEPTION OF: EXOTIC OR NUISANCE VEGETATION REMOVAL, OR RESTORATION IN ACCORDANCE WITH THE RESTORATION PLAN INCLUDED IN THE CONSERVATION EASEMENT. EXOTIC VEGETATION MAY INCLUDE, BUT IS NOT LIMITED TO, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, AND JAPANESE CLIMBING FERN OR ANY OTHER SPECIES CURRENTLY LISTED BY THE FLORIDA EXOTIC PEST PLANT COUNCIL. NUISANCE VEGETATION MAY INCLUDE CATTAILS, PRIMROSE WILLOW AND GRAPE VINE.

Section 23. CDD Mitigation Responsibilities. The CDD will be responsible for the mitigation/monitoring and financial assurances required by permit and conservation easements as well as any conservation signage required by the South Florida Water Management District Permit.

Section 24. Home Security Monitoring Services and Cable Television. The Association will have the right to enter into an agreement pursuant to which all of the Owners will be provided

home security monitoring services and cable television which will be charged as assessments. The Association will further have the right to approve one or more security monitoring companies and cable television companies which are authorized to provide such service to the Family Dwelling Units, and in that event the Association may refuse entry into the Property by any representative of any security monitoring companies or cable television companies other than an approved company. If home security monitoring services are provided under contract with the Association, or if the Association approves any monitoring company to providing such services to the Family Dwelling Units, Declarant and the Association will have no liability of any kind or nature due to the failure of the company providing such service to detect or react to fire, unauthorized entry, or other security problems in any Family Dwelling Unit.

Section 25. PROHIBITION OF USE OF LAKES. SWIMMING, BOATING, SAILING, FISHING AND ANY USE OF THE LAKES WITHIN THE PROPERTY IS STRICTLY PROHIBITED. NEITHER THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES SHALL HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER REGARDING ANY INJURY, DAMAGE, PROPERTY DAMAGE OR DEATH WHICH OCCURS IN ANY LAKE ON THE PROPERTY.

Section 26. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE " ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- (a) 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 THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;
- (b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND
- (c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE ASSOCIATION AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 27. Utilities Agreement. The Property is subject to a Utilities Agreement On-Site Improvements for Water, Wastewater and Irrigation Facilities ("Utilities Agreement") entered by the Association, Entrada and the City of Cape Coral, attached to the original Declaration as Exhibit "F", is incorporated herein by reference only and as such all Owners are subject to the terms and conditions provided for in said Utilities Agreement.

Section 28. ENTRADA DECLARATION. The Property is subject to The Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Entrada Under Instrument Number 2006000192323, Public Records of Lee County, Florida ("Entrada Declaration") attached to the original Declaration as Exhibit "G", as same may be amended is incorporated herein by reference only. The Entrada Declaration Requires Payment of Assessments and Contains Conditions Restrictions and Easements as more particularly described in said Entrada Declaration.

ARTICLE XIV

COMMUNITY DEVELOPMENT DISTRICT

Section 1. Community Development District. A Community Development District ("CDD"), as defined in Chapter 190, Florida Statutes (2003), which includes all or a portion of the Property, and may include property in addition to the Property, will be created. The CDD would manage and provide certain urban infrastructure facilities and services, and would have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide said facilities and services. The term "assessment" as used in this Section refers to assessments as defined in Chapter 190, Florida Statutes, not as defined in this Declaration. The CDD would be empowered to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructure which could include without limitation: water management and control lands within the CDD and the connection of some or any of such facilities with potable water distribution systems; sewage collection and transmission systems; and waste water management facilities. The Association reserves the right to amend the documents in any way convenient or necessary to create or structure the CDD if one is created.

Section 2. Scope of CDD Responsibility. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities, including, without limitation, roads, water and sewer, irrigation, water management, street lighting, parks and facilities for indoor and outdoor recreation, cultural and educational uses, and limited access assurances services.

Section 3. Taxes and Assessments. THE CDD IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE CDD, THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE CDD AND ARE SET ANNUALLY BY A GOVERNING BOARD OF SUPERVISORS OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS MAY APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX OR ASSESSMENT AND MAY BE PAYABLE DIRECTLY TO THE LEE COUNTY TAX COLLECTOR. THE TAXES AND ASSESSMENTS OF THE CDD CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE CDD. " Assessments" as used in this paragraph refers to "Assessments" as defined in chapter 190, Florida Statutes and not as defined in Article VII of this Declaration.

Section 4. Issuance of Revenue Bonds. The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bond will be funded by ad valorem taxes on all non-exempt property within the CDD, or by the imposition of rates, user fees, special assessments or

other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of the bonds it issues. In addition, the CDD may secure revenue bonds by pledging the rates, fees or charges collected or to be collected by any revenue producing project. Bonds may be issued for the purpose of financing or refinancing, capital improvements, to pay off existing bonds or any other permitted use.

Section 5. Common Areas Becoming CDD Property. If the Association determines, subject to any governmental requirements, that it is in the best interest of the Property for any portions of the Common Areas to be owned and administered by the CDD rather than the Association and the CDD accepts the portions of the Common Areas, such portions of the Common Areas shall cease to be Common Areas, even if they have already been conveyed to the Association, and shall thereafter, be considered CDD property, even if legal title has not been formally transferred to the CDD. When a part of the Property becomes CDD property, the expenses in the administration and the maintenance shall be common expenses, unless the expenses are the responsibility of the CDD. If required by law, or if deemed by the Association to be in the best interest of the Association shall convey to the CDD, the legal title to any Common Area which becomes CDD property.

Section 6. Board of Supervisors. The functions, duties and powers of the CDD shall be managed and exercised by a Board of Supervisors consisting of at least three (3) supervisors.

Exhibit A-1

AMENDED AND RESTATED ARTICLES OF INCORPORATION



AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

Bella Vida at Entrada Homeowners' Association, Inc., a not-for-profit Florida corporation

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617.001, of the Florida Statutes, the undersigned, acting as incorporator, hereby adopts the following Articles of Incorporation for the purposes and with the powers hereinafter mentioned, hereby certifies and sets forth the following:

First: The name of the Corporation is **Bella Vida at Entrada Homeowners' Association, Inc.**

Second: The Corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617 Florida Statutes, "Florida Not For Profit Act", and will be referred to hereafter as the "Corporation".

Third: The principal office and post office address of the Corporation shall be located at the location registered with the Florida Department of State Division of Corporations from time to time. The address of the Registered Office of the Corporation is the same as that of the principal office.

Fourth: The purposes for which this Corporation is formed do not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residence Lots and of the Common Area on the Property more particularly described in Exhibits "B and C" to the Declaration of Covenants, Conditions and Restrictions of Bella Vida at Entrada (the "Declaration") and such other purposes as are provided for in the Declaration. This Corporation shall have the following powers:

- A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions and Restrictions of Bella Vida at Entrada, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, as the same may be amended from time to time as therein provided; said Declaration is by reference incorporated herein as is set forth at length;
- B. To fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the

Corporation, including licenses, taxes or government charges levied or imposed against the property of the Corporation;

- C. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- D. To borrow money, to mortgage, pledge, encumber, or hypothecate any or all of the Corporation's real or personal property as security for money borrowed or debts incurred; and
- E. To have and to exercise any and all powers, rights and privileges which a corporation, organized under the corporation not-for-profit law of the State of Florida, may by law now or hereafter have or exercise.

Fifth: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation. Ownership of such Lot shall be the sole qualification for membership.

Sixth: The Corporation shall have one class of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article Fifth. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article Fifth. When more than one person hold such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Seventh: The term for which this Corporation is to exist is perpetual.

Eighth: The affairs of the Corporation are to be managed by the following officers:

- President
- Vice President
- Secretary
- Treasurer

Ninth: Reserved

Tenth: This Corporation shall be governed by a Board of Directors consisting of five (5) persons.

Directors of the Corporation shall be elected at the annual meeting of the Members of the Corporation, which annual meeting will be held pursuant to the provisions of the By-Laws. Vacancies in the Board of Directors shall be filled by the remaining Directors at a special meeting called for that purpose and a Director so elected shall serve the remainder of the unexpired term.

Eleventh: The Board of Directors shall have all the powers and duties referred to in the Declaration and in the laws of the State of Florida respecting corporations not-for-profit. The powers of the Board of Directors shall include, but shall not be limited to the following: (a) to elect the Officers of the Corporation, (b) to administer the affairs of the Corporation, (c) to engage the services of a manager or managing agent for the Property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent, (d) to promulgate such rules and regulations concerning the operation and use of the Property, as may be consistent with the Declaration and to amend the same from time to time, (e) to provide for the maintenance and repair of the property owned by the Corporation, and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot Owners of their respective shares or all estimated expenses.

Twelfth: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended, added to or repealed by the Members of the Corporation in the manner provided for in said initial By-Laws and in conformity with the provisions and requirements of the Florida Not For Profit Act, as amended from time to time.

Thirteenth: These Articles of Incorporation may be altered, amended, changed, added to, or repealed, in the manner or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the Members of this Corporation provided that (a) the notice of the meeting is given in the manner provided in the By-Laws, and it contains a full statement of the proposed alteration, amendment, change, addition, or repeal, and (b) there is an affirmative vote of fifty-one percent (51%) of the Members voting in person or by proxy of said proposed alteration, amendment, change, addition, or repeal.

Fourteenth: This Corporation shall never have or issue shares of stock nor will it ever have or provide for non-voting membership.

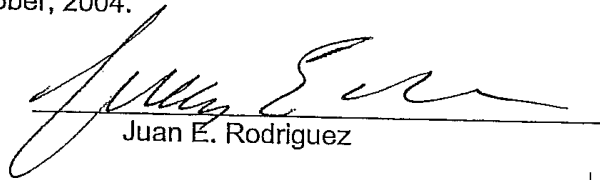
Fifteenth: The Corporation shall have all the powers set forth and described in the Florida Statutes regulating corporations not-for-profit, as amended from time to time, which are currently set forth in Chapter 617.0302 of the Florida Statutes, together with those powers conferred by the Declaration, these Articles and any and all lawful By-Laws of the Corporation.

Sixteenth : Each Director and officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his having been a Director or officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view to curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duty as such Director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement shall substantially exceed the expense which might reasonably be incurred by such Director or officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right to indemnification shall be in addition to any other rights to which any such Director or officer may be entitled as a matter of law or otherwise.

Acceptance of Service As Registered Agent

The undersigned, Juan E. Rodriguez, having been named as registered agent to accept service of process for **Bella Vida at Entrada Homeowners' Association, Inc.**, a not-for-profit Florida corporation, at the registered office designated in the Articles of Incorporation of said Corporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 617.023 Florida Statutes, and will comply with the provisions of all statutes of Florida relative to the performance of his duties as registered agent.

Dated this 22nd day of October, 2004.



Juan E. Rodriguez

FILED
04 OCT 25 AM 9: 24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit A-2

AMENDED AND RESTATED BY-LAWS



AMENDED AND RESTATED BY-LAWS

OF

**Bella Vida at Entrada Homeowners' Association, Inc.,
a not-for-profit Florida corporation**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Bella Vida at Entrada Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at location identified in the records of the Florida Department of State Division of Corporations or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Articles" mean and refer to the Articles of Incorporation of Bella Vida at Entrada Homeowners' Association, Inc., a not-for-profit Florida corporation, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "By-Laws" mean these By-Laws.

Section 3. "Bella Vida at Entrada" means the planned community planned for development upon the property described in Exhibit "A" as attached to the original Declaration is incorporated herein by reference only, or any Property annexed as provided herein; the said Bella Vida at Entrada being within Lee County, Florida.

Section 4. "Bella Vida at Entrada Estates" shall mean that portion of Bella Vida at Entrada more particularly described in Exhibit B as attached to the original Declaration is herein incorporated by reference only.

Section 5. "Bella Vida at Entrada" Townhomes" shall mean that portion of Bella Vida at Entrada more particularly described in Exhibit C as attached to the original Declaration is herein incorporated by reference only.

Section 6. "Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, and any personal property situate thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Association.

Section 7. "Corporation" or "Association" means Bella Vida at Entrada Homeowners' Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 8. "Declaration" is the Declaration of Covenants, Conditions and Restrictions of Bella Vida at Entrada, its Exhibits and all amendments thereto which Declaration is recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida.

Section 9. "Family Dwelling Unit" or "Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, zero lot line unit, townhouse unit, or triplex unit, located within the Property For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a Certificate of Occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Association, in its reasonable discretion, to be substantially complete.

Section 10. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 11. "Institutional First Mortgagee" is a bank, federal savings bank, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 12. "Member" is every person or entity who is a Member in the Corporation.

Section 13. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 14. "Plat" is Bella Vida at Entrada according to the Plat thereof recorded among the Public Records of Lee County, Florida.

Section 15. "Property" is the property described in Exhibits " B and C" to the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation and subject to the terms of this Declaration.

Section 16. "Rules" are collectively the rules and regulations which the Board of Directors of the Corporation may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, Units and including the Common Area, and any improvements located thereon.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Unit owned. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Corporation. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Corporation, the voting and Common Area use rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed one hundred eighty (180) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

Section 3. Voting Rights. There shall be one class of voting membership.

Class A. Class A Members shall be all those Owners as defined in Article III of the Declaration. Class A Members shall be entitled to one vote for each Unit in which they hold the interest required for membership by Article III of the Declaration. When more than one person holds such interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised by the Owners as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Subject to the terms and provisions contained in the Declaration, each Member shall be entitled to have a non-exclusive right and easement of enjoyment in and to the use of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspensions to the same extent as those of the Members.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Corporation shall be managed by a Board of five (5) Directors.

Section 2. Election. The existing system of staggered terms shall be maintained. Directors shall be elected at the annual meeting of the Members. Directors shall serve a term of two (2) years or until their successors are chosen or until removed in accordance with the Articles of Incorporation or these By-Laws.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Corporation. In the event of death, resignations or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve the remainder of the term.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as needed with forty-eight (48) hours prior notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Corporation, or by any two directors, after not less than three (3) days notice to each director.

Section 3. 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 shall be regarded as the act of the Board.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made in the same manner as provided for Condominiums in Chapter 718, Florida Statutes with a first notice sent 60 days before the election, candidate's intent to run, due within 40 days before the election, candidate 8 ½" by 11" one side only information sheets due within 35 days before the election and the second notice and secret ballots sent within 14 days before the election. .

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the Members may cast their vote with respect to each vacancy for as many as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Proxies shall not be used in the election of Directors.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

- a. To adopt and publish, from time to time, rules and regulations governing the use of the Common Area, and to establish penalties for the infraction thereof;
- b. To exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, which are not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration; and
- c. To employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

- a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- b. To supervise all officers, agents and employees of the Corporation and to see that their duties are properly performed;
- c. As more fully provided herein and in the Declaration:
 1. To approve a Budget for the Corporation.
 2. To take into account the common expenses of the Corporation; and
 3. To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- d. To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated have been paid. The Association may charge the maximum amount allowed by law for such certificates which is currently \$250, plus \$150 for a delinquent account, plus \$100 for a rush request;

- e. To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;
- f. To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Corporation;
- g. To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- h. To cause the exterior of the dwellings, and the lawns, fences and walls to be maintained by the Owners (except as otherwise required by the Declaration or these By-Laws).

ARTICLE IX

COMMITTEES

Section 1. The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes, such as:

- a. A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Property and shall perform such other functions as the Board, in its discretion, determines;
- b. An Architectural Review Committee to carry out the responsibilities described in Article IX of the Declaration.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Corporation functions, duties, activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Corporation as is further concerned with the matter presented.

ARTICLE X

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the date fixed by the Board of Directors, and such meetings shall commence at seven o'clock, P.M. The annual meeting of the Members shall not be held on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all of the votes of the entire membership or who are entitled to vote twenty-five percent (25%) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address (physical or electronic) last appearing on the books of the Corporation, or supplied by such Member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy except proxies shall not be used to elect Directors. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Action Taken Without A Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of the necessary percentage of the Members needed to take such an action. Any actions so approved shall have the same effect as though taken at a meeting of the Members.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Corporation shall be a president and a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Corporation shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or is otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and performance of such duties as the Board may, from time to time, require.

Section 5. Resignation and Removal. Any officers 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, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No persons shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

- a. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

- b. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

- c. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Corporation and affix it on all papers requiring said seal; serve notice of meetings of the Board and all of the Members; keep appropriate current records showing the Members of the Corporation together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

- d. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes; shall cause financial statements to be made of the Corporation's books of account at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Corporation of all books, papers, vouchers, money or other property of whatever kind in his possession or under his control, belonging to the Corporation. The Corporation shall pay all premiums for said bond.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Corporation shall, at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member at the principal office of the Corporation, where copies, may be purchased at a reasonable cost.

ARTICLE XIII

CORPORATE SEAL

The Corporation shall have a seal having the words Bella Vida at Entrada Homeowners' Association, Inc., a not-for-profit Florida corporation.

ARTICLE XIV

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter, from time to time, be adopted by the Board of Directors, shall govern the use of the Homes located in the Property and the conduct of all residents thereof:

Section 1. Restrictions. The items set forth in the Declaration shall constitute use restrictions on the Property.

Section 2. Rules and Regulations. The Board of Directors of the Corporation shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area as the Board of Directors in its sole discretion deems appropriate or necessary, provided that such additional rules and regulations shall be consistent with the provisions contained in the Declaration, and shall be published to the membership.

ARTICLE XV

AMENDMENTS

Section 1. Procedure. These By-Laws may be amended, at a duly called regular or special meeting of the Members, by a vote of fifty-one percent (51%) of the Members present and voting in person or by proxy.

Section 2. Conflict with Declaration. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Exhibit B

BELLA VIDA AT ENTRADA ESTATES

Lots 1 through 68, inclusive, Block 8010;

Lots 1 through 92, inclusive, Block 8012;

Lots 25 through 62, inclusive, Block 8016; and

Lots 1 through 63, inclusive, Block 8020

of Bella Vida, according to the Plat thereof, as recorded, under Instrument Number 2005000056034, of the Public Records of Lee County, Florida.

Exhibit C

BELLA VIDA AT ENTRADA TOWNHOMES

Lots 1 through 70, inclusive, Block 8014;

Lots 1 through 24, inclusive, and Lots 63 through 86, inclusive, Block 8016; and

Lots 1 through 128, inclusive, Block 8018;

of Bella Vida, according to the Plat thereof recorded, under Instrument Number 2005000056034, of the Public Records of Lee County, Florida.
