

AMENDMENTS to DECLARATION OF COVENANTS

Amendment 1 (2/2/2017) Exemption to the Fair Housing Act. No children under 19 years or age.

Amendment 2 (2/23/2017) Article IV, Section 6.N., Rear Yard Landscape Easement added
Article X, Section 1 of the Declaration is amended: Enforcement of documents, Appeals board
Article XIV, Section 20 of the Declaration is amended to: Consent and Release for use of
Likeness

Amendment 3 (5/8/2017) The first sentence of Article II, Section II (3) of the Declaration is amended
to read The Streets, Drives, Roads and/or Roadways are those portions of the Property
designated on the Plat or Additional Plat(s), if any, as a street, driveway, road or roadway, and which are
reserved for or dedicated to the Association.

Amendment 4 (6/28/2017) Added as Article X, Section 20 of the Declaration: Exterior Lighting
Restricted Zone

Amendment 5 (1/18/2018) Article I, Section 5 amended with an ARTICLES definition,
Article IV, Section 6.0 of the Declaration added: Air Space Easement Drones
Article VI, Section 2 of the Declaration amended: Establishment of Liens
Article XIV, Section 12 of the Declaration amended: Approval of Association Lawsuits by Owners

Amendment 6 (5/9/2019) Article IX, Section I, Paragraph 1 is amended: Beach Shuttle
Article II, Section 2 (2) of the Declaration is added to: Lakes, ownership and easement

Amendment 7 (6/24/2021) Section 5 of Article X of the Declaration added to: Leases

Amendment 8 (12/20/2021) Section 5.A. of Article XIII of the Declaration added to: Maintenance of
Twin Villas

AMENDMENTS to ARTICLES OF INCORPORATION

Amendment 1 (3/23/2016) Bonita Springs to Valencia Bonita

Amendment 2 (7/6/2017) Article X, Section A of the Articles of Incorporation is amended:
Initial Board of Directors

Amendment 3 (1/17/2018) Article IV, Section C.6. of the Articles amended: Power to hire
contractors

Added to end of Article IV, Section C.12 of the Articles: The provisions of this Section 12 may
not be amended or revoked without written consent of Declarant.

Amendment 4 (1/22/2021) Article XI, Section C of the Articles is amended: Term length for
Homeowner Board Member

AMENDMENTS to BYLAWS

Amendment 1 (12/21/20) - Section 3.7 of the Bylaws is amended: Election Process

Section 3 of the Bylaws is amended: Zoom meetings and absentee ballots

First Amendment to the Rules, Paragraph 5 of the Section entitled Additional Guidelines For Additions and Alterations is amended: Widening Driveways

Added to the Section entitled Additional Guidelines for Additions and Alterations of the R&R: Flags

Paragraph 4 of the Section entitled Maintenance and Appearance of Homes of the R&R is amended: Hurricane shutters

Added to the Section entitled Miscellaneous Rules and Regulations of the R&R: Garage/Yard Sales

Paragraph 1.c of the Section entitled Rules for the Swimming Pool Area of the R&R is amended: Pool age restrictions

Paragraph 2.a of the Section entitled Rules for the Outdoor Courts of the R&R is amended: Court Hours

Amendment 2 (8/19/2021) Section 9.7 of the Bylaws amended. Accounts are audited annually, and a copy furnished to a requesting member by May 31st.

Covid Rules

**AMENDMENT TO ARTICLES OF INCORPORATION
OF
BONITA SPRINGS HOMEOWNERS ASSOCIATION, INC.
(a Florida Corporation Not-For-Profit)**

The undersigned, as the "Declarant" named in the Articles of Incorporation of BONITA SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation filed with the Department of State of the State of Florida on March 23, 2016 as Document No. N1600003102 (the "Articles"), pursuant to Chapter 720, Florida Statutes, and the provisions of Article XIII of the Articles does hereby amend the Articles as follows:

1. Section 2 of Article I of the Articles is hereby amended and restated in its entirety as follows:

"Association" means Valencia Bonita Homeowners Association, Inc., a Florida corporation not for profit. Association is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act),

2. Article II of the Articles is hereby amended and restated in its entirety as follows:

**ARTICLE II
NAME**

The name of the corporation shall be VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, whose principal address and mailing address is: 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or at such other place as may be designated, from time to time, by the Board of Directors.

3. All references in the Articles to "Bonita Springs" are hereby amended and restated to read "Valencia Bonita."

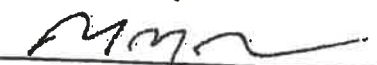
4. All references in the Articles to "Bonita Springs Documents" are hereby amended and restated to read "Valencia Bonita Documents."

Pursuant to the provisions of Article XIII of the Articles, prior to the First Conveyance (as defined in the Articles) the Declarant may amend the Articles without the vote of the members or the Board of Directors. As of the date of this Amendment, the Declarant is the sole member and the First Conveyance has not occurred.

This Amendment to Articles of Incorporation has been executed and is adopted as of the 19th day of January, 2017.

BONITA SPRINGS ASSOCIATES I, LLLP, a
Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida
corporation, its general partner

By: 
Richard M. Norwalk, Vice President

[CORPORATE SEAL]

A02

This Instrument Prepared by and after recording return to:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

INSTR # 2017000167792, Pages 3
Doc Type CER, Recorded 08/03/2017 at 09:12 AM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$27.00
Deputy Clerk CFELTMAN
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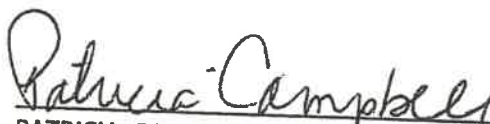
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**SECRETARY'S CERTIFICATE
OF
VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being the Secretary of the Valencia Bonita Homeowners Association, Inc. (the "Association"), does hereby certify that attached to this Secretary's Certificate is a true, correct and complete copy of an Second Amendment to the Articles of Incorporation of Valencia Bonita Homeowners Association, Inc. dated June 19, 2017 (the "Amendment") that was duly adopted by the Association.

The Articles of Incorporation of the Association to which the Amendment applies is attached as Exhibit B to that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita recorded February 6, 2017 under Instrument No. 2017000026294 of the Public Records of Lee County, Florida, as supplemented and/or amended from time to time.

CERTIFIED this 24 day of July, 2017.


PATRICIA CAMPBELL, as Secretary of Valencia
Bonita Homeowners Association, Inc.

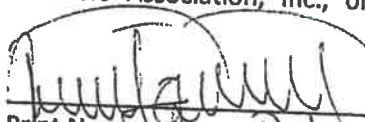
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was duly acknowledged before me this 24 day of July, 2017, by Patricia Campbell, as Secretary of the Valencia Bonita Homeowners Association, Inc., on behalf of said corporation. She is personally known to me.

[NOTARIAL SEAL]



Patricia Trongale
COMMISSION # FF041402
EXPIRES: JULY 31, 2017
WWW.AARONNOTARY.COM


Print Name: Patricia Trongale
Notary Public, State of Florida

**SECOND AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.**

The Articles of Incorporation of the Association were filed with the Secretary of State of Florida on March 23, 2016 under Document Number N16000003102 (the "Articles").

Article XIII, Section B of the Articles provides that after the First Conveyance, and prior to the Turnover Date, the Association's Board of Directors (the "Board") may amend the Articles without the prior written consent of the Members, at a duly called meeting of the Board.

Pursuant to Section 4.15 of the Bylaws of Valencia Bonita Homeowners Association, Inc., any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be taken by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of Directors.

As of the date of this Second Amendment to the Articles of Incorporation (the "Amendment"), the First Conveyance has occurred but the Turnover Date has not occurred. Accordingly, the Board unanimously approved the Amendment in writing according to the provisions thereof.

Pursuant to the provisions of section 617.1006, Florida Statutes, this Florida Not For Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

*(new language shown by underline, deleted
language shown by ~~strikeout~~,
*** shows unaffected language)*

Article X, Section A of the Articles of Incorporation of Valencia Bonita Homeowners Association, Inc. is hereby amended to provide as follows:

**ARTICLE X
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3) and shall be increased to four (4), or such greater odd number of not more than seven (7) as determined in the sole discretion of the Declarant, upon the election of one (1) "Purchaser Member" (as hereinafter defined) to the Board in accordance with section 720.307(2) of the HOA Act. ~~and the "Initial Elected Board" (as hereinafter defined) shall be three (3).~~ The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be an odd number of no less than three (3) nor more than seven (7). The Board shall determine the number of Directors to comprise the Board prior to each meeting at which Directors are to be elected. Except for the Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. Except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any

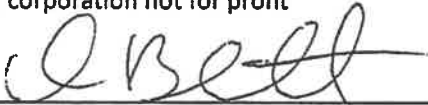
of its constituent entities on its behalf to be eligible to serve on the Board and/or as an Officer. Each Director shall have only one (1) vote.

* * *

As there are no members entitled to vote on the amendment, by a unanimous consent in writing, members of the Board of Directors of the Association then in office adopted the foregoing amendment to the Articles of Incorporation.

This Second Amendment to the Articles of Incorporation has been executed and is adopted as of the 19th day of June, 2017.

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a
Florida corporation not for profit

By: 
Name: Dianna Betancourt
Title: President

JOINDER AND CONSENT OF DECLARANT

The undersigned, BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership, being the Declarant under the Declaration, hereby acknowledges its consent to the adoption and effectiveness of the foregoing Second Amendment to the Articles of Incorporation of Valencia Bonita Homeowners Association, Inc. pursuant to Article XIII, Section F of the Articles.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited
liability limited partnership

By: Bonita Springs I Corporation, a Florida corporation,
its general partner

By: 
Name: Richard M. Norwalk
Title: Vice-President

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on July 28, 2017, to Articles of Incorporation for VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H17000198269. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N16000003102.

Authentication Code: 417A00015407-073117-N16000003102-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirty-first day of July, 2017



Ken Detzner
Ken Detzner
Secretary of State

THIRD AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.

The Articles of Incorporation of the Association were filed with the Secretary of State of Florida on March 23, 2016 under Document Number N1600003102 (the "Articles").

Article XIII, Section B of the Articles provides that after the First Conveyance, and prior to the Turnover Date, the Association's Board of Directors (the "Board") may amend the Articles without the prior written consent of the Members, at a duly called meeting of the Board.

Pursuant to Section 4.15 of the Bylaws of Valencia Bonita Homeowners Association, Inc., any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be taken by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of Directors.

As of the date of this Third Amendment to the Articles of Incorporation (the "Amendment"), the First Conveyance has occurred but the Turnover Date has not occurred. Accordingly, the Board unanimously approved the Amendment in writing according to the provisions thereof.

Pursuant to the provisions of section 617.1006, Florida Statutes, this Florida Not For Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

*(new language shown by underline, deleted
language shown by ~~strikeout~~,
*** shows unaffected language)*

1. Unless otherwise defined herein, each initial capitalized term used herein, but not otherwise defined, shall have the same meaning given to such term in the Declaration.

2. Article IV, Section C.6. of the Articles is hereby amended to provide as follows:

ARTICLE IV
POWERS

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association. Prior to the Turnover Date, the President of the Board shall have the inherent authority to enter into contracts and agreements on behalf of the Association without a meeting of the Directors, so long as the monetary amounts to be paid by the Association pursuant to the contracts and agreements do not exceed the amounts therefor as set

forth in the then-adopted operating Budget of the Association, as amended from time to time.


3. The following is hereby added to the end of Article IV, Section C.12. of the Articles:

The provisions of this Section 12 may not be amended or revoked (in whole or in part) without the prior written consent of Declarant, which consent may be withheld or delayed in Declarant's sole and absolute discretion.

As there are no members entitled to vote on the amendment, by a unanimous consent in writing, members of the Board of Directors of the Association then in office adopted the foregoing amendment to the Articles of Incorporation.

This Third Amendment to the Articles of Incorporation has been executed and is adopted as of the 17th day of January, 2018.

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: 
Name: Dianna Betancourt
Title: President

JOINDER AND CONSENT OF DECLARANT

The undersigned, BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership, being the Declarant under the Declaration, hereby acknowledges its consent to the adoption and effectiveness of the foregoing Third Amendment to the Articles of Incorporation of Valencia Bonita Homeowners Association, Inc. pursuant to Article XIII, Section F of the Articles.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida corporation, its general partner

By: 
Name: Richard M. Norwalk
Title: Vice-President

This Instrument Prepared by and after recording return to:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

E-RECORDED simplified

ID: INSTR # 2018000026714
County: LEE COUNTY
Date: 2/2/2018 Time: 08:35 AM

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**CERTIFICATE
OF
VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being the President of Valencia Bonita Homeowners Association, Inc. (the "Association"), does hereby certify that attached to this Certificate is a true, correct and complete copy of a Third Amendment to the Articles of Incorporation of Valencia Bonita Homeowners Association, Inc. dated January 17, 2018 (the "Amendment") that was duly adopted by the Association.

The Articles of Incorporation of the Association to which the Amendment applies is attached as Exhibit B to that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita recorded February 6, 2017 under Instrument #2017000026294, of the Public Records of Lee County, Florida, as supplemented and/or amended from time to time.

CERTIFIED this 24th day of January, 2018.

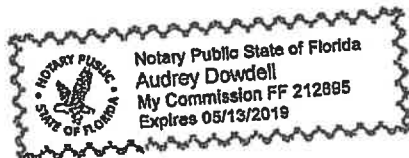
Dianna Betancourt, as President of Valencia Bonita Homeowners Association, Inc.

STATE OF FLORIDA)
)
COUNTY OF Collier)

The foregoing instrument was duly acknowledged before me this 24th day of January, 2018, by Dianna Betancourt, as President of Valencia Bonita Homeowners Association, Inc. on behalf of said corporation. She is personally known to me.

[NOTARIAL SEAL]

Print Name: Audrey Dowdell
Notary Public, State of Florida



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 18, 2018, to Articles of Incorporation for VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H18000022216. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N16000003102.

Authentication Code: 818A00001199-011918-N16000003102-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of January, 2018



Ken Detzner
Ken Detzner
Secretary of State

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000022844, Doc Type CER, Pages 7, Recorded 1/22/2021 at 2:11 PM, Deputy Clerk LFAHRNER ERECORD
Rec Fees: \$61.00

Prepared by:

Jeffrey A. Rembaum, Esquire
Kaye Bender Rembaum, P.L.
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

Return to:

Valencia Bonita Homeowners Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323

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**CERTIFICATE OF RECORDING
FOURTH AMENDMENT TO THE ARTICLES OF INCORPORATION,
FIRST AMENDMENT TO THE BYLAWS, AND
FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED
RULES AND REGULATIONS FOR
VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING FOURTH AMENDMENT TO THE ARTICLES OF INCORPORATION, FIRST AMENDMENT TO THE BYLAWS, AND FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED RULES AND REGULATIONS FOR VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC. (this "Certificate") is made this 30th day of December 2020 by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), as follows:

WHEREAS, on February 06, 2017, the Declaration of Covenants, Restrictions and Easements for Valencia Bonita was recorded in the Official Records of Lee County, Florida, as Instrument No. 2017000026294 (the "Declaration"), to which the Articles of Incorporation of Valencia Bonita Homeowners Association, Inc. are recorded as Exhibit B, as amended from time to time (the "Articles"), and to which the Bylaws of Valencia Bonita Homeowners Association, Inc. are recorded as Exhibit C (the "Bylaws"); and

WHEREAS, on December 12, 2019, the Second Amended and Restated Rules and Regulations of Valencia Bonita Homeowners Association, Inc. are recorded in the Official Records of Lee County, Florida as Instrument No. 2019000291724 (the "Rules"); and

WHEREAS, pursuant to Article XIII, Section B of the Articles, after the "First Conveyance" and prior to the "Turnover Date" (as such terms are defined in the Articles), the Articles may be amended solely by the Association's Board of Directors (the "Board"), without the consent of the Association's members; and

WHEREAS, pursuant to Section 13.3 of the Bylaws, until the Turnover Date, the Bylaws may be amended only by the "First Board" (as such term is defined in the Articles), without the consent of the Association's members; and

WHEREAS, pursuant to Section 10 of the Bylaws, the Rules may be amended by the Board; and

WHEREAS, pursuant to Section 4.15 of the Bylaws, prior to the Turnover Date and except as to assessments, any action required or permitted to be taken by at a meeting of the Board may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, is signed by all directors of the Board entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Board; and

WHEREAS, the First Conveyance has occurred as of the date of this Certificate, the Turnover Date has not occurred as of the date of this Certificate, and the First Board remains as of the date of this Certificate; and

WHEREAS, in accordance with Article XIII, Section B of the Articles and Section 13.3 and Section 10 of the Bylaws, on December 30, 2020, the Board approved the Second Amendment to the Articles, the First Amendment to the Bylaws, and the First Amendment to the Rules, as further set forth in this Certificate, by unanimous written consent in accordance with Section 4.15 of the Bylaws.

NOW, THEREFORE, the Association, by and through the Board, hereby amends the Articles, the Bylaws, and the Rules as follows:

Preface. The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein. All initially capitalized terms shall have such meaning as set forth in the Bylaws unless an alternative meaning is set forth herein.

*(new language shown by underline;
deleted language shown by ~~strikeout~~;
" * " shows unaffected language)*

1. Fourth Amendment to the Articles. Article X, Section C of the Articles is hereby amended to provide the following:

C. In accordance with Section 720.307(2) of the HOA Act, ~~The~~ Members other than Declarant ("Purchaser Members") shall be entitled to elect one member of the Board after fifty percent (50%) of all Lots to be constructed with a Home thereon (the "Total Developed Lots") have been conveyed to Members. The election of such one (1) Purchaser Member to the Board shall occur at a special meeting of the membership to be called by the Board for such purpose following such conveyance. The term of such Purchaser

Member elected to the Board shall terminate upon the Turnover Date and the election of the "Initial Elected Board" (as such term is hereinafter defined).

* * *

2. First Amendment to the Bylaws. Section 3.7. of the Bylaws is hereby amended to provide the following:

3.7. Not less than sixty (60) days before any Annual Members' Meeting at which elections of Directors are to occur, the Association shall mail, delivery or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the Election Meeting. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before the Election Meeting. Together with an agenda, the Association shall mail, delivery or electronically transmit a second notice of the Election Meeting to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the Election Meeting, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Members of the Board. Members may not vote for Directors by Proxy. Voting by secret ballots by Members shall be conducted in accordance with Section 720.306(8)(b) of the Homeowners' Association Act. Furthermore, at any Election Meeting, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

Section 3 of the Bylaws is also hereby amended to add the following:

* * *

3.12. Notwithstanding anything set forth to the contrary, due to the state of emergency ordered by the Governor of the State of Florida as a result of the COVID-19 pandemic, the election of the Initial Elected Board shall be conducted by absentee ballot only in accordance with Section 720.306(8)(b) of the HOA Act, and the Initial Election Meeting shall be held on an electronic platform, such as, and for example purposes only, Zoom. Additionally, notwithstanding anything set forth to the contrary, in the event there are circumstances that the Board believes may jeopardize the health, safety, and welfare of the Members and in which the Board believes it to be in the Members' best interests not to congregate, any meeting of the Members may, at the discretion of the Board, be held on an electronic platform, such as, and for example purposes only, Zoom.

3. **First Amendment to the Rules.** Paragraph 5 of the Section entitled "Additional Guidelines For Additions and Alterations" of the Rules is hereby amended to provide the following:

5. Driveways. Approval for the widening of driveways may be considered if finished with material of a selection, color and style consistent with the original installation; however, the width of the driveway on the side of the driveway closest to the property line shall be no wider than the outside width of the garage and only if finished with material of a selection, color and style consistent with the original installation. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and styles are consistent with existing improvements and it does not interfere with any existing utilities, as determined by the Association. Owner assumes the responsibility for continued maintenance, repair and replacement of the extended driveway areas. Declarant's original brick paver schemes provided to its original purchasers (on either a standard or optional basis) shall be the basis for determining consistency with existing improvements.

The following will be added to the Section entitled "Additional Guidelines For Additions and Alterations" of the Rules and Regulations as follows:

21. Flags. Any homeowner may display a United States flag or official flag of the State of Florida as well as a

flag not larger than 4 ½ feet by 6 feet that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. All flags must be displayed in a respectful manner and may be erected on a freestanding flagpole no more than 20 feet high on any portion of the Lot, so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the Valencia Bonita Documents.

Paragraph 4 of the Section entitled "Maintenance and Appearance of Homes" of the Rules and Regulations is hereby amended to provide as follows:

4. Hurricane Shutters. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by Declarant or approved by the Committee as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to the Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on the Home during a hurricane watch or a hurricane warning and thereafter leaves the Home, that Owner must either: (a) immediately return to the Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from the Home; or (b) make arrangements for another individual to remove such hurricane shutters from the Home immediately after the hurricane watch or hurricane warning has been lifted. The color of hurricane shutters must be consistent with the color scheme of the Home. The installation of hurricane shutters, other than those provided by Declarant (if any), shall require Committee approval.

The following will be added to the Section entitled "Miscellaneous Rules and Regulations" of the Rules and Regulations as follows:

10. Garage/Yard Sale. No Owner shall be permitted to conduct or hold a garage sale, yard sale, tag sale or other similar sale from any portion of their Lot.

Paragraph 1. c. of the Section entitled "Rules for the Swimming Pool Area" of the Rules and Regulations is hereby amended to provide as follows:

c. All persons sixteen (16) years of age or younger using the Pool Area shall be accompanied and closely supervised by an Owner or supervising adult who is twenty-one (21) years of age or older. No persons sixteen (16) years of age or younger are permitted in the resistance pool, lap pool or spa. The children's wading pool is reserved for children eight (8) years and younger, who must always be accompanied by an Owner or supervising adult who is twenty-one (21) years of age or older.

Paragraph 2. a. of the Section entitled "Rules for the Outdoor Courts" of the Rules and Regulations is hereby amended to provide as follows:

a. Unless specific hours are indicated in this section or below, all outdoor courts are open from 8:00 a.m. until Dusk. Bocce ball courts are open from 8:00 a.m. until 11:00 p.m.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Association has executed this Certificate on the date set forth below:

Signed, Sealed, and Delivered in the presence of:

ASSOCIATION

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit corporation

Lynn Betancourt
Print Name: Lynn Betancourt

By: *Dianna Betancourt*
Dianna Betancourt, its President

Genelia Rucker
Print Name: Genelia Rucker

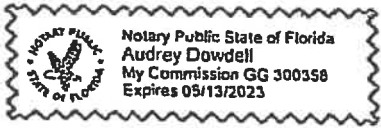
Date: 12/21/2020

Attest: *N. Maria Menendez*
N. Maria Menendez, its Secretary
Date: 12/30/2020

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 21st day of December 2020, by ~~Tambra Wolfe~~ *Dianna Betancourt* as President for VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]



Audrey Dowdell
Notary Public, State of Florida
Print Name: Audrey Dowdell

B01

Prepared by:

Jeffrey A. Rembaum, Esquire
Kaya Bender Rembaum, P.L.
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

Return to:

Valencia Bonita Homeowners Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF RECORDING
FOURTH AMENDMENT TO THE ARTICLES OF INCORPORATION,
FIRST AMENDMENT TO THE BYLAWS, AND
FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED
RULES AND REGULATIONS FOR
VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING FOURTH AMENDMENT TO THE ARTICLES OF INCORPORATION, FIRST AMENDMENT TO THE BYLAWS, AND FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED RULES AND REGULATIONS FOR VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC. (this "Certificate") is made this 30th day of December 2020 by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), as follows:

WHEREAS, on February 06, 2017, the Declaration of Covenants, Restrictions and Easements for Valencia Bonita was recorded in the Official Records of Lee County, Florida, as Instrument No. 2017000026294 (the "Declaration"), to which the Articles of Incorporation of Valencia Bonita Homeowners Association, Inc. are recorded as Exhibit B, as amended from time to time (the "Articles"), and to which the Bylaws of Valencia Bonita Homeowners Association, Inc. are recorded as Exhibit C (the "Bylaws"); and

WHEREAS, on December 12, 2019, the Second Amended and Restated Rules and Regulations of Valencia Bonita Homeowners Association, Inc. are recorded in the Official Records of Lee County, Florida as Instrument No. 2019000291724 (the "Rules"); and

WHEREAS, pursuant to Article XIII, Section B of the Articles, after the "First Conveyance" and prior to the "Turnover Date" (as such terms are defined in the Articles), the Articles may be amended solely by the Association's Board of Directors (the "Board"), without the consent of the Association's members; and

WHEREAS, pursuant to Section 13.3 of the Bylaws, until the Turnover Date, the Bylaws may be amended only by the "First Board" (as such term is defined in the Articles), without the consent of the Association's members; and

WHEREAS, pursuant to Section 10 of the Bylaws, the Rules may be amended by the Board; and

WHEREAS, pursuant to Section 4.15 of the Bylaws, prior to the Turnover Date and except as to assessments, any action required or permitted to be taken by at a meeting of the Board may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, is signed by all directors of the Board entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Board; and

WHEREAS, the First Conveyance has occurred as of the date of this Certificate, the Turnover Date has not occurred as of the date of this Certificate, and the First Board remains as of the date of this Certificate; and

WHEREAS, in accordance with Article XIII, Section B of the Articles and Section 13.3 and Section 10 of the Bylaws, on December 30, 2020, the Board approved the Second Amendment to the Articles, the First Amendment to the Bylaws, and the First Amendment to the Rules, as further set forth in this Certificate, by unanimous written consent in accordance with Section 4.15 of the Bylaws.

NOW, THEREFORE, the Association, by and through the Board, hereby amends the Articles, the Bylaws, and the Rules as follows:

Preface. The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein. All initially capitalized terms shall have such meaning as set forth in the Bylaws unless an alternative meaning is set forth herein.

*(new language shown by underline;
deleted language shown by ~~strikeout~~;
" * * " shows unaffected language)*

1. **Fourth Amendment to the Articles.** Article X, Section C of the Articles is hereby amended to provide the following:

C. In accordance with Section 720.307(2) of the HOA Act, the Members other than Declarant ("Purchaser Members") shall be entitled to elect one member of the Board after fifty percent (50%) of all Lots to be constructed with a Home thereon (the "Total Developed Lots") have been conveyed to Members. The election of such one (1) Purchaser Member to the Board shall occur at a special meeting of the membership to be called by the Board for such purpose following such conveyance. The term of such Purchaser

Member elected to the Board shall terminate upon the Turnover Date and the election of the "Initial Elected Board" (as such term is hereinafter defined).

2. First Amendment to the Bylaws. Section 3.7. of the Bylaws is hereby amended to provide the following:

3.7. Not less than sixty (60) days before any Annual Members' Meeting at which elections of Directors are to occur, the Association shall mail, delivery or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the Election Meeting. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before the Election Meeting. Together with an agenda, the Association shall mail, delivery or electronically transmit a second notice of the Election Meeting to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the Election Meeting, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Members of the Board. Members may not vote for Directors by Proxy. Voting by secret ballots by Members shall be conducted in accordance with Section 720.306(8)(b) of the Homeowners' Association Act. Furthermore, at any Election Meeting, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

Section 3 of the Bylaws is also hereby amended to add the following:

* * *

3.12. Notwithstanding anything set forth to the contrary, due to the state of emergency ordered by the Governor of the State of Florida as a result of the COVID-19 pandemic, the election of the Initial Elected Board shall be conducted by absentee ballot only in accordance with Section 720.306(8)(b) of the HOA Act, and the Initial Election Meeting shall be held on an electronic platform, such as, and for example purposes only, Zoom. Additionally, notwithstanding anything set forth to the contrary, in the event there are circumstances that the Board believes may jeopardize the health, safety, and welfare of the Members and in which the Board believes it to be in the Members' best interests not to congregate, any meeting of the Members may, at the discretion of the Board, be held on an electronic platform, such as, and for example purposes only, Zoom.

3. **First Amendment to the Rules.** Paragraph 5 of the Section entitled "Additional Guidelines For Additions and Alterations" of the Rules is hereby amended to provide the following:

5. Driveways. Approval for the widening of driveways may be considered if finished with material of a selection, color and style consistent with the original installation; however, the width of the driveway on the side of the driveway closest to the property line shall be no wider than the outside width of the garage and only if finished with material of a selection, color and style consistent with the original installation. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and styles are consistent with existing improvements and it does not interfere with any existing utilities, as determined by the Association. Owner assumes the responsibility for continued maintenance, repair and replacement of the extended driveway areas. Declarant's original brick paver schemes provided to its original purchasers (on either a standard or optional basis) shall be the basis for determining consistency with existing improvements.

The following will be added to the Section entitled "Additional Guidelines For Additions and Alterations" of the Rules and Regulations as follows:

21. Flags. Any homeowner may display a United States flag or official flag of the State of Florida as well as a

flag not larger than 4 ½ feet by 6 feet that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. All flags must be displayed in a respectful manner and may be erected on a freestanding flagpole no more than 20 feet high on any portion of the Lot, so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the Valencia Bonita Documents.

Paragraph 4 of the Section entitled "Maintenance and Appearance of Homes" of the Rules and Regulations is hereby amended to provide as follows:

4. Hurricane Shutters. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by Declarant or approved by the Committee as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to the Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on the Home during a hurricane watch or a hurricane warning and thereafter leaves the Home, that Owner must either: (a) immediately return to the Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from the Home; or (b) make arrangements for another individual to remove such hurricane shutters from the Home immediately after the hurricane watch or hurricane warning has been lifted. The color of hurricane shutters must be consistent with the color scheme of the Home. The installation of hurricane shutters, other than those provided by Declarant (if any), shall require Committee approval.

The following will be added to the Section entitled "Miscellaneous Rules and Regulations" of the Rules and Regulations as follows:

10. Garage/Yard Sale. No Owner shall be permitted to conduct or hold a garage sale, yard sale, tag sale or other similar sale from any portion of their Lot.

Paragraph 1. c. of the Section entitled "Rules for the Swimming Pool Area" of the Rules and Regulations is hereby amended to provide as follows:

c. All persons sixteen (16) years of age or younger using the Pool Area shall be accompanied and closely supervised by an Owner or supervising adult who is twenty-one (21) years of age or older. No persons sixteen (16) years of age or younger are permitted in the resistance pool, lap pool or spa. The children's wading pool is reserved for children eight (8) years and younger, who must always be accompanied by an Owner or supervising adult who is twenty-one (21) years of age or older.

Paragraph 2. a. of the Section entitled "Rules for the Outdoor Courts" of the Rules and Regulations is hereby amended to provide as follows:

a. Unless specific hours are indicated in this section or below, all outdoor courts are open from 8:00 a.m. until Dusk. Bocce ball courts are open from 8:00 a.m. until 11:00 p.m.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Association has executed this Certificate on the date set forth below:

Signed, Sealed, and Delivered in the presence of:

ASSOCIATION

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit corporation

Lynn Wolff
Print Name: Lynn Wolff

By: Dianna Betancourt
Dianna Betancourt, its President

Genelia Rucker
Print Name: Genelia Rucker

Date: 12/21/2020

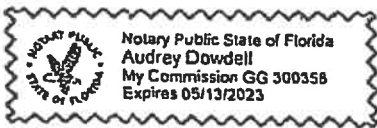
Attest: N. Maria Menendez
N. Maria Menendez, its Secretary
Date: 12/30/2020

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 21st day of December 2020, by ~~Tambra Wolfe~~ Dianna Betancourt as President for VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or produced _____ as identification and did not take an oath.

Dianna Betancourt

[NOTARIAL SEAL]



Audrey Dowdell
Notary Public, State of Florida

Print Name: Audrey Dowdell

B02

After Recording Return to:

Valencia Bonita Homeowners Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF RECORDING
SECOND AMENDMENT TO THE BYLAWS FOR
VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING SECOND AMENDMENT TO THE BYLAWS FOR VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC. (this "Certificate") is made this 17th day of August 2021 by **VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), as follows:

WHEREAS, on February 06, 2017, the Declaration of Covenants, Restrictions and Easements for Valencia Bonita was recorded in the Official Records of Lee County, Florida, as Instrument No. 2017000026294 (the "Declaration"), to which the Articles of Incorporation of Valencia Bonita Homeowners Association, Inc. are recorded as Exhibit B, as amended from time to time (the "Articles"), and to which the Bylaws of Valencia Bonita Homeowners Association, Inc. are recorded as Exhibit C (the "Bylaws"); and

WHEREAS, pursuant to Section 13.3 of the Bylaws, until the Turnover Date, the Bylaws may be amended only by the "First Board" (as such term is defined in the Articles), without the consent of the Association's members; and

WHEREAS, pursuant to Section 4.15 of the Bylaws, prior to the Turnover Date and except as to assessments, any action required or permitted to be taken by at a meeting of the Board may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, is signed by all directors of the Board entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Board; and

WHEREAS, the First Conveyance has occurred as of the date of this Certificate, the Turnover Date has not occurred as of the date of this Certificate, and the First Board remains as of the date of this Certificate; and

WHEREAS, in accordance with Section 13.3 and Section 10 of the Bylaws, on July 30, 2021, the Board approved the Second Amendment to the Bylaws, as further set forth in this Certificate, by unanimous written consent in accordance with Section 4.15 of the Bylaws.

NOW, THEREFORE, the Association, by and through the Board, hereby amends the Bylaws:

Preface. The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein. All initially capitalized terms shall have such meaning as set forth in the Bylaws unless an alternative meaning is set forth herein.

*(new language shown by underline;
deleted language shown by ~~strikeout~~;
*** shows unaffected language)*

1. Section 3.7. of the Bylaws is hereby amended to provide the following:

3.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member

who requests same in writing no later than the first day of April ~~May~~ 31 of the year following the calendar year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Owner at such Owner's last known address as shown on the records of the Association.

2. Section 3.12 of the Bylaws is also hereby amended and restated as follows:

3.12. Notwithstanding any other requirement set forth herein, in accordance with sections 617.0721 and 617.0820, Florida Statutes, as both are amended from time to time, so long as Members are provided an opportunity to observe and participate in such meeting as otherwise set forth herein and as required by the Homeowners Association Act, Chapter 720, Florida Statutes, any meeting of the Board or the Membership, including, but not limited to, Board meetings, Annual Members' Meetings and elections, may, at the discretion of the Board, be held in full or in part on an electronic platform, such as, by way of example only and not limitation, Zoom. At any such meeting in which an election of one (1) or more Directors is to take place, the Board may require absentee ballots only, to be cast in accordance with section 720.306, Florida Statutes.

IN WITNESS WHEREOF, the Association has executed this Certificate on the date set forth below:

Signed, Sealed, and Delivered
in the presence of:

ASSOCIATION:

Geraldine Molloy
Print Name: Geraldine Molloy
Grace Burkett
Print Name: GRACE BURKETT

VALENCIA BONITA HOMEOWNERS
ASSOCIATION, INC.

a Florida not-for-profit corporation

By: Dianna Betancourt
Dianna Betancourt, its President

Date: 8/17/21

Attest: N. Maria Menendez
N. Maria Menendez, its Secretary

Date: 8/19/21

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 17th day of August 2021, by Dianna Betancourt as President for VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]



Kelly Rhoades
Notary Public, State of Florida
Print Name: Kelly Rhoades

**AMENDMENT TO ARTICLES OF INCORPORATION
OF
BONITA SPRINGS HOMEOWNERS ASSOCIATION, INC.
(a Florida Corporation Not-For-Profit)**

The undersigned, as the "Declarant" named in the Articles of Incorporation of BONITA SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation filed with the Department of State of the State of Florida on March 23, 2016 as Document No. N16000003102 (the "Articles"), pursuant to Chapter 720, Florida Statutes, and the provisions of Article XIII of the Articles does hereby amend the Articles as follows:

1. Section 2 of Article I of the Articles is hereby amended and restated in its entirety as follows:
"Association" means Valencia Bonita Homeowners Association, Inc., a Florida corporation not for profit. Association is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).
2. Article II of the Articles is hereby amended and restated in its entirety as follows:

**ARTICLE II
NAME**

The name of the corporation shall be VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, whose principal address and mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or at such other place as may be designated, from time to time, by the Board of Directors.

3. All references in the Articles to "Bonita Springs" are hereby amended and restated to read "Valencia Bonita."
4. All references in the Articles to "Bonita Springs Documents" are hereby amended and restated to read "Valencia Bonita Documents."

Pursuant to the provisions of Article XIII of the Articles, prior to the First Conveyance (as defined in the Articles) the Declarant may amend the Articles without the vote of the members or the Board of Directors. As of the date of this Amendment, the Declarant is the sole member and the First Conveyance has not occurred.

This Amendment to Articles of Incorporation has been executed and is adopted as of the 19th day of January, 2017.

BONITA SPRINGS ASSOCIATES I, LLLP, a
Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida
corporation, its general partner

By: 
Richard M. Norwalk, Vice President

[CORPORATE SEAL]

Second Amendment to the Second Amended and Restated Rules and Regulations of Valencia Bonita Homeowners Association, Inc.

Based on recent Center for Disease Control (CDC) guidance, the Rules and Regulations are hereby amended to add the following:

General COVID-19 Rules for the Indoor Amenities:

1. Regardless of vaccination status, all Owners and/or Owner's guests are required to wear a facial covering that covers both mouth and nose at all times when inside the clubhouse and other indoor amenities. Facial coverings are not required, however, when: (i) engaged in strenuous activity or exercise/yoga class as provided below, or (ii) when eating or drinking whether in the restaurant or other indoor areas of the clubhouse where food and beverages are being served.
2. Facial coverings shall not be required when utilizing the Association's outdoor amenities, such as the Pool Area or Outdoor Courts.
3. Facial coverings are not required to be worn by children under the age of two (2).
4. If you are not feeling well, have a temperature or flu-like symptoms, or have been in close contact with someone who has a temperature or flu-like symptoms, do not visit or utilize the amenities. This also applies to all guests you bring to the amenities.
5. If you or someone in your household has COVID-19, has been in close contact with someone who has COVID-19, or has provided care to someone who is sick with COVID-19, do not visit or utilize the amenities. This also applies to all guests you bring to the amenities.
6. **USE OF THE ASSOCIATION PROPERTY AND ASSOCIATION'S AMENITIES IS AT OWNER'S AND OWNER'S GUESTS' OWN RISK.** Valencia Bonita Homeowners Association, Inc. and their respective officers, directors, and employees, cannot and do not guarantee a virus-free environment, especially during the COVID-19 pandemic. Each Owner and Owner's guests are the best individuals to determine their own level of health and comfort.
7. In all instances where masks are not worn, social distancing is recommended.

COVID-19 Rules for the Fitness Center, Exercise Studio and Group Classes:

1. Facial coverings are recommended, but not required, when Owner and/or Owner's guests are engaging in strenuous activity and/or participating in an indoor exercise or yoga class.
2. Once the strenuous activity or exercise/yoga class is completed, a facial covering that covers both the mouth and nose must be worn. This includes wearing the facial covering upon entering and exiting the applicable indoor room.
3. All equipment in the Fitness Center must be wiped down before and after use with disinfecting wipes. Please be careful wiping down the monitors located on the cardiovascular equipment, as they should not get wet. Wipes will be provided for use so long as they are available. However, people exercising are requested to bring their own disinfecting wipes in case there are none available when they arrive.

D01

This instrument prepared by:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

INSTR # 2017000026303, Pages 6
Doc Type RES, Recorded 02/06/2017 at 02:02 PM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$52.50
Deputy Clerk DMAYS
#1

(Space Reserved for Clerk of Court)

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA (the "Amendment") is made as of the 2 day of February, 2017 by BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and joined in by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

RECITALS:

WHEREAS, Declarant has executed and recorded that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita (the "Declaration") on the date hereof under Instrument Number 2017000026294 of the Public Records of Lee County, Florida;

WHEREAS, the Declaration provides in Section 8 of Article XIII that prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Valencia Bonita" (as such terms are defined in the Declaration);

WHEREAS, Section 8 of Article XIII of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment;

WHEREAS, Declarant, along with the joinder and consent of the Association, desires to amend the Declaration to provide for the Community to be able to qualify for the "Housing for Older Persons" exemption under the Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988), which became effective in March, 1989, and as amended (the "Fair Housing Act"); and

THIS INSTRUMENT IS BEING RERECORDED TO INCLUDE THE INSTRUMENT NUMBER REFERENCE IN THE FIRST RECITAL WHICH WAS INADVERTENTLY OMITTED WHEN ORIGINALLY RECORDED.

WHEREAS, Declarant is the only Owner and the Turnover Date has not occurred as of the date first above written.

NOW, THEREFORE, Declarant, with the consent of the sole Owner and the Association, hereby declares that the Declaration is hereby amended as follows:

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each initial capitalized term used herein shall have the meaning given to such term as set forth in the Declaration.

2. Occupancy of Home. The Fair Housing Act provides that communities cannot reject families with children. However, the Fair Housing Act provides that a community is exempt from this prohibition if: (a) at least eighty percent (80%) of the units are occupied by at least one (1) person fifty-five (55) years of age or older per unit; and (b) the community has published and adheres to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older (hereinafter collectively referred to as the "Requirements for Exemption"). For so long as such provisions of the Fair Housing Act are in effect, Declarant intends that Valencia Bonita will be a community which falls within this exemption to the Fair Housing Act (the "Exemption") and may therefore prohibit families with children nineteen (19) years of age or younger from residing in Valencia Bonita. Therefore, for so long as such provisions of the Fair Housing Act are in effect, except as hereinafter provided, (i) at least one occupant in each Home in Valencia Bonita must be at least fifty-five (55) years of age or older, except as hereinafter set forth; and (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

A. Board Discretion. The Requirements for Exemption contemplate that up to twenty percent (20%) of the Homes may be occupied by persons all of whom are under the age of fifty-five (55) without loss of the Exemption. Accordingly, the Board, upon application by an Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a Home to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board shall determine, which criteria shall include, by way of example and not of limitation, information then known to the Board concerning potential or pending changes in occupancy of other Homes in Valencia Bonita, if any, due to known adverse medical conditions or domestic relations and the ages of any likely remaining occupants of such Homes; other known prospective changes in occupancy of Homes for whatever reasons; proximity to age fifty-five (55) of those occupants of other Homes in Valencia Bonita then under such age; and any other information known to and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of the Homes becoming occupied only by persons under the age of fifty-five (55). However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including, but not limited to, insuring that not more than twenty percent (20%) of the Homes in Valencia Bonita are occupied only by individuals under the age of fifty-five (55).

B. Declarant Rights; Limitations. Notwithstanding the provisions of Paragraph A above, Declarant shall have the right to convey a Home owned by Declarant to a purchaser who intends that the Home be occupied only by persons under fifty-five (55) years of age provided that, for so long as the Fair Housing Act is in effect, after the conveyance not more

than twenty percent (20%) of the Homes shall be occupied only by persons under fifty-five (55). Such Home shall, at the first change of occupancy thereafter, be subject to the requirement that at least one (1) occupant be fifty-five (55) years of age or older unless waived by the Board pursuant to the provisions of Paragraph A above.

C. Board Responsibility. It shall be the responsibility of the Board to monitor the percentage of Homes with occupants all of whom are under the age of fifty-five (55) to insure that the Board does not permit more than twenty percent (20%) of the Homes in Valencia Bonita to be occupied only by persons under the age of fifty-five (55). The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption so that the provisions of subparagraph E hereof limiting the number of days that children nineteen (19) years of age or younger may stay in a Home are enforceable. The Board shall also be responsible for complying with the provisions of Section 760.29(e), Florida Statutes, regarding registration of Valencia Bonita with the Florida Commission on Human Relations and submitting a letter to said commission regarding Valencia Bonita's compliance with said Section 760.29, Florida Statutes, as amended.

D. Owner Responsibility. No Owner may lease or sell his Home unless at least one (1) of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, and such Owner shall submit an age verification form to the Association prior to the effective date of such occupancy which sets forth the ages of the intended occupants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Paragraph A hereof, but not if more than twenty percent (20%) of the Homes will not have at least one (1) occupant fifty-five (55) years of age or older. In the event there is a change in the occupants of the Home (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Association of said change in writing.

E. Children. As long as Valencia Bonita falls within the Exemption, no children nineteen (19) years of age or younger shall be permitted to reside in any of the Homes, except for a period of time not to exceed a total of sixty (60) days per calendar year. In addition, children shall be allowed to play only in those areas of Valencia Bonita designated from time to time by the Association.

F. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that, although it is the intent of Declarant and the Association that Valencia Bonita falls within the Exemption so that persons nineteen (19) years of age or younger will be prohibited from residing within Valencia Bonita, no representation or warranty is given that Valencia Bonita will comply with the Exemption, and in the event for any reason it is determined that Valencia Bonita does not fall within the Exemption, and therefore it is unlawful to discriminate against families with children nineteen (19) years of age or younger, neither Declarant nor the Association shall have any liability in connection therewith. In addition, Declarant has caused or will cause to be recorded in the Public Records of the County restrictive covenants affecting Valencia Bonita which exempt the Declarant from, or entitles Declarant to a reduction in, certain impact fees due the County provided that Valencia Bonita continues to prohibit children nineteen (19) years of age or younger from residing in any Home as provided in this Declaration. In the event for any reason it is determined that Valencia Bonita does not fall within the Exemption or is otherwise no longer entitled to exemption from or reduction in such

impact fees, the Association shall be required to pay all such impact fees applicable or due to the County.

G. Sales, Leases and Conveyances. In order to assure that Valencia Bonita will be a community of congenial and responsible residents and that prospective purchasers will comply with the requirements of the Declaration and thus protect the value of the Homes, the sale, lease or transfer of Homes shall be subject to the following provisions. Prior to the sale, lease or transfer of a Home within Valencia Bonita, the Owner of the Home shall submit an application for sale, lease or transfer and age verification form to the Association prior to the effective date of the sale, lease or transfer of said Home. The form of application for sale, lease or transfer and age verification form shall be supplied by the Association and shall provide for the ages of the intended occupants and such other information as the Association may reasonably require. In accordance with Article X Section 2.D of the Declaration, except as herein provided, an Owner shall not sell, lease or transfer his Home unless at least one (1) of the intended occupants of such Home is fifty-five (55) years of age or older at the time of occupancy. However, the Board shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Article X Section 2.D of the Declaration, but not if more than twenty percent (20%) of the Homes in Valencia Bonita will not have an occupant fifty-five (55) years of age or older. The Association will have thirty (30) days to approve the sale, lease or transfer of a Home and such approval shall be in writing and in recordable form, signed by any officer of the Association and shall be given to the intended occupant. If the Association does not approve the sale, lease or transfer of a Home within the thirty (30) day period, then the sale, lease or transfer of a Home shall be deemed denied.

3. This First Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida. The provisions of paragraph 2 above may not be amended during the Term of the Declaration without the prior written consent of Lee County, Florida.

4. Except as modified by this Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this First Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this First Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

[Signatures and Acknowledgments Appear on Following Pages]

IN WITNESS WHEREOF, this Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida corporation, its general partner

WITNESSES AS TO DECLARANT:

Vanessa
Signature
Print Name VANESSA SERRANO

By: [Signature]
Name: Richard M. Norwalk
Title: Vice President

[CORPORATE SEAL]

Sharolyn Webb
Signature
Print Name SHAROLYN WEBB

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard M. Norwalk, as Vice President of Bonita Springs I Corporation, a Florida corporation, the general partner of Bonita Springs Associates I, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him by said corporation and partnership, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of February 2017.

Vanessa
Notary Public, State of Florida at Large

My Commission Expires:

Printed Name of Notary Public



ASSOCIATION:

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

Lynn Deffet
Signature
Print Name Lynn Deffet

By: *Dianna Betancourt*
Name: Dianna Betancourt
Title: President

[CORPORATE SEAL]

Kelly Fleming
Signature
Print Name Kelly Fleming

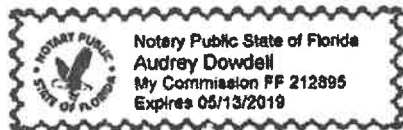
STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Dianna Betancourt, as President of VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of February, 2017.

Audrey Dowdell
Notary Public, State of Florida at Large
Audrey Dowdell
Printed Name of Notary Public

My Commission Expires:



8
This instrument prepared by:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

D02

INSTR # 2017000046919, Pages 8
Doc Type RES, Recorded 03/06/2017 at 01:04 PM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$69.50
Deputy Clerk JMILLER
#1

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA (the "Second Amendment") is made as of the 23rd day of February, 2017 by BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and joined in by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

RECITALS:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita dated February 1, 2017 on February 6, 2017 under Instrument Number 2017000026294 (the "Original Declaration"), and amended the Original Declaration by that certain First Amendment to Declaration of Covenants, Restrictions and Easements for Valencia Bonita dated February 2, 2017, recorded February 6, 2017 under Instrument Number 2017000026303, and re-recorded February 9, 2017 under Instrument Number 2017000030017, all of the Official Records of Lee County, Florida (the Original Declaration as so amended is hereinafter collectively referred to as the "Declaration");

WHEREAS, the Declaration provides in Section 8 of Article XIII that prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Valencia Bonita" (as such terms are defined in the Declaration);

WHEREAS, Section 8 of Article XIII of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment;

WHEREAS, Declarant, along with the joinder and consent of the Association, desires to amend the Declaration as further set forth herein.

NOW, THEREFORE, Declarant, joined by the Association, hereby amends the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each initial capitalized term used herein shall have the meaning given to such term as set forth in the Declaration.

2. The following is hereby added as Article IV, Section 6.N. of the Declaration:

N. Rear Yard Landscape Easement. Declarant hereby reserves and grants a perpetual, nonexclusive landscape easement ("Rear Yard Landscape Easement") over and across the rear four feet (4') of all Non-Lake Lots whose rear boundary line of the Lot abuts the side boundary line (or portion thereof) of another Lot (a "Back to Side Lot"). The Rear Yard Landscape Easement shall be used for the installation and maintenance of landscape material. Except as expressly provided in the following sentence, and except for any Improvements, landscaping and other additions made or installed by Declarant, no planting, landscaping and/or Improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within any Rear Yard Landscape Easement. On all Back to Side Lots, in lieu of the Drainage Swale Easement being located along the rear five feet (5') thereof, the Drainage Swale Easement shall lie adjacent and contiguous to the Rear Yard Landscape Easement. Each Owner of a Back to Side Lot shall have the right to seek approval from the Association for the installation of a fence across the Drainage Swale Easement and Landscape Easement to the rear property line of the Back to Side Lot, subject to the terms and conditions of the Valencia Bonita Documents including, without limitation, the architectural control provisions of Article VIII below.

3. Article X, Section 1 of the Declaration is hereby amended and restated as follows:

(" * *" shows unaffected language)*

ARTICLE X USE RESTRICTIONS

* * *

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Valencia Bonita Documents or with any other rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for

damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration, any of the Valencia Bonita Documents and/or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

Notwithstanding the rights of the Association hereunder to enforce the terms and provisions of the Valencia Bonita Documents, the Water Management District shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any failure by the Association to operate, maintain and repair the Drainage System in accordance with the Water Management District Permit.

In addition to all other remedies, the Association may: (i) suspend, for a reasonable period of time: the voting rights of an Owner and/or any or all of the rights of an Owner and the Owner's tenants, guests or invitees, to use the Association Property and facilities (including, without limitation, cable television and other services provided by Community Systems) for failure to comply with any of the Valencia Bonita Documents; and/or (ii) levy reasonable fines against any Owner for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Valencia Bonita Documents; provided, in either (i) or (ii) above, the following procedures are adhered to:

A. Notice and Hearing. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. The rights of an Owner, the Owner's family, guests, invitees, tenants and/or employees to use the Association Property and facilities (including, without limitation, cable television and other services provided by Community Systems) may be suspended and/or a fine may be levied against such Owner by the Board at a properly noticed meeting of the Board. However, a fine or suspension of use rights for a violation of the Valencia Bonita Documents may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) 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 of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The fine is effective upon mailing or hand delivering written notice to the Owner of the fine or such earlier date as set out in the written notice; provided, however, such fine shall not commence earlier than the date of the Board's levy of the fine. The use rights suspension is effective upon mailing or hand delivering written notice to the Owner of the use rights suspension. A fine may be levied by the Board on a daily basis in the event of a continuing violation without the necessity of a new notice or hearing. A fine may exceed One Hundred Dollars (\$100.00) per violation and may exceed One Thousand Dollars (\$1,000.00) in the aggregate. If the Association desires to impose a fine or suspend the use rights of an Owner, the Association shall comply with the procedural requirements of Section 720.305 of the Florida Statutes, as it may be amended from time to time, to the extent the procedural requirements in such statute are inconsistent with this subparagraph A. In such event, the procedural requirements set forth in Section 720.305 of the Florida Statutes, as it may be amended from time to time, shall take priority over the fining and use right suspension procedures set forth herein to the extent of any inconsistency therewith.

B. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

C. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

D. Failure to Pay Assessments. Notwithstanding anything to the contrary contained in the Valencia Bonita Documents, unless contrary to applicable law, Notice and Hearing as provided in Subparagraph A above or elsewhere in the Valencia Bonita Documents shall not be required and shall not apply with respect to the imposition of suspension of use or voting rights upon any Owner because of such Owner's failure to pay Assessments or other charges, or any other monetary obligation due to the Association when due, if such non-payment exceeds more than ninety (90) days.

E. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park. Restricting access to use of visitor or guest lanes of

Valencia Bonita shall not be deemed an impairment of rights under this subparagraph E.

4. Article XIV, Section 20 of the Declaration is hereby amended and restated as follows:

Section 20. CONSENT AND RELEASE FOR USE OF LIKENESS. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, and each guest and invitee of Owner or other occupant of a Home by reason of such guest's, invitee's or occupant's use of Association Property and/or participation in or attendance at any event of the Association hereby, without any prior or subsequent consent: (a) agrees to photographs and/or video being taken of such persons: (i) during any use and/or enjoyment of Association Property, and/or (ii) participation in any and all activities sponsored, promoted or set up by or through the Declarant and/or the Association and whether or not such activities take place on the Association Property or elsewhere, and hereby permits such photographs and/or video to be used by the Association, Declarant, and/or Declarant's affiliates in advertising and marketing materials and/or media publications, and (b) waives and releases any right to inspect or approve such person's photographs or videos and/or use of such person's likeness in any and all such advertising and marketing materials and/or media publications.

5. This Second Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida.

6. Except as modified by this Second Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Second Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Second Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

[Signatures and Acknowledgments Appear on Following Pages]

IN WITNESS WHEREOF, this Second Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida corporation, its general partner

WITNESSES AS TO DECLARANT:

Vanessa Serrano
Signature
Print Name Vanessa Serrano

By: Richard M. Norwalk
Name: Richard M. Norwalk
Title: Vice President

Shardolyn Webb
Signature
Print Name SHARDOLYN WEBB

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

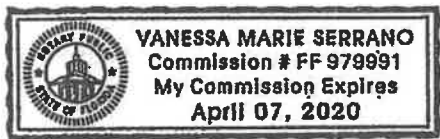
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard M. Norwalk, as Vice President of Bonita Springs I Corporation, a Florida corporation, the general partner of Bonita Springs Associates I, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him by said corporation and partnership, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of February 2017.

Vanessa Serrano
Notary Public, State of Florida at Large

My Commission Expires:

Printed Name of Notary Public



ASSOCIATION:

VALENCIA BONITA HOMEOWNERS
ASSOCIATION, INC, a Florida corporation
not for profit

WITNESSES AS TO ASSOCIATION:

Lisa J. Smith
Signature
Print Name Lisa J. Smith

Vanessa
Signature
Print Name Vanessa Serrano

By: *Dianna Betancourt*
Name: Dianna Betancourt
Title: President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Dianna Betancourt, as President of VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of February, 2017.

Vanessa
Notary Public, State of Florida at Large

My Commission Expires:

Printed Name of Notary Public



MORTGAGEE JOINDER AND CONSENT

The undersigned, BANK OF AMERICA, N.A. ("Bank"), as Agent, by virtue of that certain Assignment of Mortgage and other Loan Documents recorded September 15, 2015 under Instrument # 2015000200831 of the Public Records of Lee County, Florida (the "Assignment"), Bank is the owner and holder of the following loan documents given in connection with the loan evidenced by such loan documents, all as amended and/or modified from time to time (collectively the "Loan Documents"): (i) that certain Real Estate Mortgage, Assignment and Security Agreement given by Bonita Springs Associates I, LLLP ("Declarant"), a Florida limited liability limited partnership, in favor of Florida Residential Funding, LLC, dated September 14, 2015 and recorded September 15, 2015 under Instrument # 2015000200441; all of the Public Records of Lee County, Florida, as amended and/or modified from time to time; and (ii) any other collateral loan documents securing the indebtedness referred to in the Loan Documents; which Loan Documents encumber the "Property" as defined in that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita (the "Declaration"). Bank hereby joins in and consents to the execution and recording of the attached Second Amendment to the Declaration.

Signed, sealed and delivered in the presence of:

BANK:

BANK OF AMERICA, N.A., a national banking association, as Agent

Nellie Lima
Print Name: Nellie Lima

By: [Signature]
William Campano, Senior Vice President

[Signature]
Print Name: Carlos Hernandez

[CORPORATE SEAL]

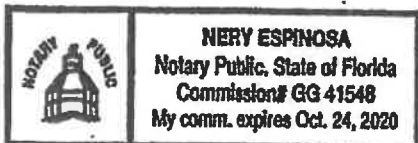
STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William Campano, as Senior Vice President of BANK OF AMERICA, N.A., a national banking association, freely and voluntarily under authority duly vested in them by said corporation. He is personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of February, 2017.

Nery Espinosa
Notary Public, State of Florida at Large

My Commission Expires: 10/24/2020 Typed or Printed of Notary Public



This instrument prepared by:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

D03

(Space Reserved for Clerk of Court)

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA (the "Third Amendment") is made as of the 8th day of May, 2017 by BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and joined in by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

RECITALS:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita dated February 1, 2017 on February 6, 2017 under Instrument Number 2017000026294 (the "Original Declaration") in the Official Records of Lee County, Florida, as amended and/or supplemented from time to time (the Original Declaration as so amended is hereinafter collectively referred to as the "Declaration");

WHEREAS, the Declaration provides in Section 8 of Article XIII that prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Valencia Bonita" (as such terms are defined in the Declaration);

WHEREAS, Section 8 of Article XIII of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment;

WHEREAS, Declarant, along with the joinder and consent of the Association, desires to amend the Declaration as further set forth herein.

NOW, THEREFORE, Declarant, joined by the Association, hereby amends the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each initial capitalized term used herein shall have the meaning given to such term as set forth in the Declaration.

2. The first sentence of Article II, Section II(3) of the Declaration is hereby amended and restated as follows:

“The “Streets,” “Drives,” “Roads” and/or “Roadways” are those portions of the Property designated on the Plat or Additional Plat(s), if any, as a street, driveway, road or roadway, and which are reserved for or dedicated to the Association.”

3. This Third Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida.

4. Except as modified by this Third Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Third Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Third Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

[Signatures and Acknowledgments Appear on Following Pages]

IN WITNESS WHEREOF, this Third Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida corporation, its general partner

WITNESSES AS TO DECLARANT:

Sharolyn Webb
Signature
Print Name SHAROLYN WEBB

By: [Signature]
Name: Richard M. Norwalk
Title: Vice President

[CORPORATE SEAL]

[Signature]
Signature
Print Name Carolyn C Torrissi

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard M. Norwalk, as Vice President of Bonita Springs I Corporation, a Florida corporation, the general partner of Bonita Springs Associates I, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him by said corporation and partnership, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of May, 2017.

[Signature]
Notary Public, State of Florida at Large
Carolyn C Torrissi
Printed Name of Notary Public

My Commission Expires:



ASSOCIATION:

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

Audrey Dowdell
Signature
Print Name Audrey Dowdell

Chris Horne
Signature
Print Name CHRIS HORNE

By: *Dianna Betancourt*
Name: Dianna Betancourt
Title: President

[CORPORATE SEAL]

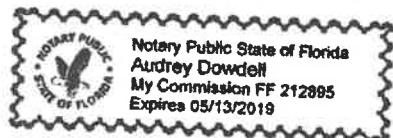
STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Dianna Betancourt, as President of VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of May, 2017.

Audrey Dowdell
Notary Public, State of Florida at Large
Audrey Dowdell
Printed Name of Notary Public

My Commission Expires:



MORTGAGEE JOINDER AND CONSENT

The undersigned, BANK OF AMERICA, N.A. ("Bank"), as Agent, by virtue of that certain Assignment of Mortgage and other Loan Documents recorded September 15, 2015 under Instrument # 2015000200831 of the Public Records of Lee County, Florida (the "Assignment"), Bank is the owner and holder of the following loan documents given in connection with the loan evidenced by such loan documents, all as amended and/or modified from time to time (collectively the "Loan Documents"): (i) that certain Real Estate Mortgage, Assignment and Security Agreement given by Bonita Springs Associates I, LLLP ("Declarant"), a Florida limited liability limited partnership, in favor of Florida Residential Funding, LLC, dated September 14, 2015 and recorded September 15, 2015 under Instrument # 2015000200441, that certain Mortgage Modification Agreement and Notice of Future Advance dated February 23, 2017 and recorded February 24, 2017 under Instrument # 2017000040694; all of the Public Records of Lee County, Florida, as amended and/or modified from time to time; and (ii) any other collateral loan documents securing the indebtedness referred to in the Loan Documents; which Loan Documents encumber the "Property" as defined in that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita (the "Declaration"). Bank hereby joins in and consents to the execution and recording of the attached Third Amendment to the Declaration.

Signed, sealed and delivered in the presence of:

BANK:

BANK OF AMERICA, N.A., a national banking association, as Agent

Kim Abren
Print Name: Kim Abren

By: *[Signature]*
William Campano, Senior Vice President

Tanya A. Masi
Print Name: Tanya A. Masi

[CORPORATE SEAL]

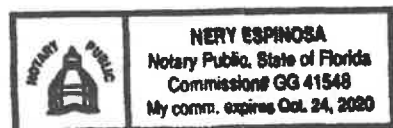
STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William Campano, as Senior Vice President of BANK OF AMERICA, N.A., a national banking association, freely and voluntarily under authority duly vested in them by said corporation. He is personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May, 2017.

Nery Espinosa
Notary Public, State of Florida at Large

My Commission Expires: 10/24/2020 *Nery Espinosa*
Typed or Printed of Notary Public



This instrument prepared by:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

D04

(Space Reserved for Clerk of Court)

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA (the "Fourth Amendment") is made as of the 28 day of June, 2017 by BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and joined in by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

RECITALS:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita dated February 1, 2017 on February 6, 2017 under Instrument Number 2017000026294 (the "Original Declaration") in the Official Records of Lee County, Florida, as amended and/or supplemented from time to time (the Original Declaration as so amended is hereinafter collectively referred to as the "Declaration");

WHEREAS, the Declaration provides in Section 8 of Article XIII that prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Valencia Bonita" (as such terms are defined in the Declaration);

WHEREAS, Section 8 of Article XIII of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment;

WHEREAS, Declarant, along with the joinder and consent of the Association, desires to amend the Declaration as further set forth herein.

NOW, THEREFORE, Declarant, joined by the Association, hereby amends the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each initial capitalized term used herein shall have the meaning given to such term as set forth in the Declaration.

2. The following is hereby added as Article X, Section 20 of the Declaration:

Section 20. EXTERIOR LIGHTING RESTRICTED ZONE. Certain Lots located along the southern boundary of the Property (i.e., Lots 347 through 360, 473 through 485, and 569 through 576) are located in a zone wherein pursuant to the City's Comprehensive Plan, no exterior lighting may project toward adjacent preserve land (the "Exterior Lighting Restricted Zone"). Each Owner of a Home within the Exterior Lighting Restricted Zone, by acceptance of a deed or title to a Lot in Valencia Bonita, acknowledges and agrees that: (i) no exterior lighting installed in the rear of the Home or Lot may project toward adjacent preserve land; (ii) no flood or spot lights shall be installed in the Exterior Lighting Restricted Zone; (iii) all rear and side light fixtures shall be low wattage, shielded, and permanently directed downward (adjustable lights are prohibited); and (iv) no Owner shall install exterior lighting in the rear of the Home or Lot without the prior written approval of the Committee as set forth in Article VIII of this Declaration, which such lighting must comply with (i), (ii) and (iii) above. The Committee shall not approve any exterior lighting of Homes within the Exterior Lighting Restricted Zone that do not comply with this Section 20.

3. This Fourth Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida.

4. Except as modified by this Fourth Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Fourth Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Fourth Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

[Signatures and Acknowledgments Appear on Following Pages]

IN WITNESS WHEREOF, this Fourth Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida corporation, its general partner

By: *N. Maria Menendez*
Name: N. Maria Menendez
Title: Vice President

WITNESSES AS TO DECLARANT:

Colleen M. Colton
Signature
Print Name Colleen M. Colton

Rebecca C. Medley
Signature
Print Name Rebecca C. Medley

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by N. Maria Menendez, as Vice President of Bonita Springs I Corporation, a Florida corporation, the general partner of Bonita Springs Associates I, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in her by said corporation and partnership, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, 2017.

Rebecca C. Medley
Notary Public, State of Florida at Large

My Commission Expires



Printed Name of Notary Public

ASSOCIATION:

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

Audrey Dowdell
Signature
Print Name Audrey Dowdell

By: [Signature]
Name: Dianna Betancourt
Title: President

[Signature]
Signature
Print Name CHRIS HORNE

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

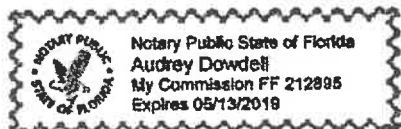
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Dianna Betancourt, as President of VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of June, 2017.

Audrey Dowdell
Notary Public, State of Florida at Large

Audrey Dowdell
Printed Name of Notary Public

My Commission Expires:



This instrument prepared by:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

D05

(Space Reserved for Clerk of Court)

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA (the "Fifth Amendment") is made as of the 19 day of January, 2018 by BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and joined in by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

RECITALS:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita dated February 1, 2017 and recorded on February 6, 2017 under Instrument Number 2017000026294 (the "Original Declaration") in the Official Records of Lee County, Florida, as amended and/or supplemented from time to time (the Original Declaration as so amended is hereinafter collectively referred to as the "Declaration");

WHEREAS, the Declaration provides in Section 8 of Article XIV that prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Valencia Bonita" (as such terms are defined in the Declaration);

WHEREAS, Section 8 of Article XIV of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment;

WHEREAS, Declarant, along with the joinder and consent of the Association, desires to amend the Declaration as further set forth herein.

NOW, THEREFORE, Declarant, joined by the Association, hereby amends the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each initial capitalized term used herein shall have the meaning given to such term as set forth in the Declaration.

2. Article I, Section 5 of the Declaration is hereby amended and restated as follows:

“ARTICLES” shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida on March 23, 2016, a true copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference, as such Articles may be amended from time to time.

3. The following is hereby added as Article IV, Section 6.O. of the Declaration:

O. Air Space Easement. An easement over and across the Property (including all Lots, Homes, and Association Property) in favor of Declarant and the Association to operate and fly unmanned aerial vehicles including, without limitation, drones (collectively, “UAVs”) subject only to limitations imposed by applicable governmental rules and regulations. Such rights include, without limitation, the use of imaging and other devices to record photographs, video and sound. Use of UAVs by Declarant and the Association shall not be deemed a nuisance and shall not be interfered with by any Owner or any of Owner’s Occupants. Each Owner and his/her Occupant is hereby put on notice of, and expressly consents to, such recordings and therefore waives any right to privacy resulting from Declarant’s use of UAVs and the easement created hereby. This easement is not, however, for the benefit of any Owners (other than Declarant) and therefore use of UAVs by Owners and their Occupants over any portion of the Property (including, without limitation, the Association and any of the Lots, even the Lot owned by Owner) are prohibited except and to the extent expressly permitted by the Rules and Regulations, if any, regarding use and operation of UAVs by Owners and their Occupants.

4. Article VI, Section 2 of the Declaration hereby amended as restated as follows:

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon, late charges imposed and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Valencia Bonita Documents, with Interest thereon, late charges imposed and costs of collection (including, but not limited to, Legal Fees) are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien Assessment Lien shall relate back to and be effective only from the date of recordation of this Declaration. However, as to first mortgages of record, the Assessment Lien is effective from and after the time of the recordation amongst recording of a claim lien (a “Claim of Lien”) in the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed

in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot and/or chargeable to the former Owner except and to the extent limited by applicable Florida Statutes.

5. Article XIV, Section 12 of the Declaration hereby amended and restated as follows:

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS.

Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses (including, without limitation Legal Fees) not contemplated by the Valencia Bonita Documents, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Valencia Bonita Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Valencia Bonita Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or
- (e) filing a compulsory counterclaim.

The provisions of this Section 12 may not be amended or revoked (in whole or in part) without the prior written consent of Declarant which consent may be withheld or delayed in Declarant's sole and absolute discretion.

6. This Fifth Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida.

7. Except as modified by this Fifth Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Fifth Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Fifth Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

[Signatures and Acknowledgments Appear on Following Pages]

IN WITNESS WHEREOF, this Fifth Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida corporation, its general partner

WITNESSES AS TO DECLARANT:

Rebecca C. Medley
Signature
Print Name Rebecca C. Medley

N. Maria Menendez
By: *N. Maria Menendez*
Name: N. Maria Menendez
Title: Vice President

[CORPORATE SEAL]

Colleen M. Colton
Signature
Print Name Colleen M. Colton

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by N. Maria Menendez, as Vice President of Bonita Springs I Corporation, a Florida corporation, the general partner of Bonita Springs Associates I, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in her by said corporation and partnership, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of January 2018.

Rebecca C. Medley
Notary Public, State of Florida at Large

My Commission Expires:



Printed Name of Notary Public

ASSOCIATION:

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

Audrey Dowdell
Signature
Print Name Audrey Dowdell

By: [Signature]
Name: Dianna Betancourt
Title: President

[CORPORATE SEAL]

[Signature]
Signature
Print Name CHRIS HORNE

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

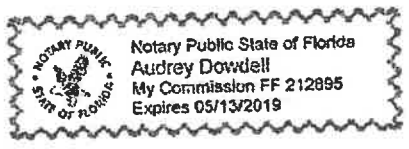
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Dianna Betancourt, as President of VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of January, 2018.

Audrey Dowdell
Notary Public, State of Florida at Large

Audrey Dowdell
Printed Name of Notary Public

My Commission Expires:



This instrument prepared by:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

D06

(Space Reserved for Clerk of Court)

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA (the "Sixth Amendment") is made as of the 9 day of May, 2019 by BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and joined in by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

RECITALS:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita dated February 1, 2017 and recorded on February 6, 2017 under Instrument Number 2017000026294 (the "Original Declaration") in the Official Records of Lee County, Florida, as amended and/or supplemented from time to time (the Original Declaration as so amended is hereinafter collectively referred to as the "Declaration");

WHEREAS, the Declaration provides in Section 8 of Article XIV that prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Valencia Bonita" (as such terms are defined in the Declaration);

WHEREAS, Section 8 of Article XIV of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment;

WHEREAS, Declarant, along with the joinder and consent of the Association, desires to amend the Declaration as further set forth herein.

NOW, THEREFORE, Declarant, joined by the Association, hereby amends the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each initial capitalized term used herein shall have the meaning given to such term as set forth in the Declaration.

2. Article IX, Section 1, Paragraph I of the Declaration is hereby amended and restated as follows:

I. In connection with and as required by the governmental approvals for Valencia Bonita, a passenger shuttle service ~~is expected to~~ will be provided as an alternative means of transportation for residents and employees of Valencia Bonita (the "Shuttle Service"). ~~Theis Shuttle Service is anticipated, to be made available by the Association, shall~~ operate at least twice daily and run along Bonita Beach Road with stops at the following locations, among others: (i) a stop connecting with Lee Tran transportation; (ii) one public park on Bonita Beach Road; and (iii) the Clubhouse for Valencia Bonita. The Association shall be responsible for the perpetual operation, maintenance, repair and replacement of the Shuttle Service. In that regard, the Association shall be responsible for all fees, costs, expenses and other sums of owning, operating, maintaining, repairing and replacing the Shuttle Service. Each Owner acknowledges and agrees that the Shuttle Service may also operate for the benefit of other residential communities in proximity to Valencia Bonita and therefore may not be for the exclusive use and enjoyment by the Owners. Each Owner further acknowledges and agrees that the Association has and reserves the right to seek to modify, terminate or discontinue providing the Shuttle Service, provided that the City approves but any such modification, termination or discontinuance requires the approval of the City of Bonita Springs.

3. The following is hereby added to Article II, Section 2(2) of the Declaration:

(2) Lakes. The Lakes shall always be kept and maintained as lakes for water retention, drainage, irrigation, littoral plantings and water management purposes in compliance with all applicable governmental requirements, including, without limitation: the Water Management District requirements and the Urban Stormwater Management Program and Deep Lake Management Plan as adopted by the Association. The Lakes shall be a part of the Association Property and shall be maintained, administered, operated and ultimately owned by the Association. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Valencia Bonita as may be necessary for the purpose of accessing, maintaining and administering the Lakes, and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder.

4. This Sixth Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida.

5. Except as modified by this Sixth Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Sixth Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect; and any provisions of this Sixth Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

IN WITNESS WHEREOF, this Sixth Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida corporation, its general partner

WITNESSES AS TO DECLARANT:

Signature _____
Print Name Colleen McColter

Signature Rebecca C. Medley
Print Name Rebecca C. Medley

By: N. Maria Menendez
Name: N. Maria Menendez
Title: Vice President


[CORPORATE SEAL]

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by N. Maria Menendez, as Vice President of Bonita Springs I Corporation, a Florida corporation, the general partner of Bonita Springs Associates I, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in her by said corporation and partnership, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May, 2019.

Rebecca C. Medley
Notary Public, State of Florida at Large
Rebecca C. Medley
Printed Name of Notary Public

My Commission Expires _____


State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 22, 2021, to Articles of Incorporation for VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H21000029226. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N16000003102.

Authentication Code: 721A00001696-012521-N16000003102-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-fifth day of January, 2021



Randy Wu
Secretary of State

This instrument prepared by:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

D07

(Space Reserved for Clerk of Court)

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA (the "Seventh Amendment") is made as of the 24 day of June, 2021 by BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and joined in by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

RECITALS:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita dated February 1, 2017 and recorded on February 6, 2017 under Instrument Number 2017000026294 (the "Original Declaration") in the Official Records of Lee County, Florida, as amended and/or supplemented from time to time (the Original Declaration as so amended is hereinafter collectively referred to as the "Declaration");

WHEREAS, the Declaration provides in Section 8 of Article XIV that prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Valencia Bonita" (as such terms are defined in the Declaration);

WHEREAS, Section 8 of Article XIV of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment;

WHEREAS, Declarant, along with the joinder and consent of the Association, desires to amend the Declaration as further set forth herein.

NOW, ~~THEREFORE~~, Declarant, joined in by the Association, hereby amends the Declaration as follows (deleted language is shown by ~~strikeout~~, additional language is shown as underlined text and unaffected language is shown by " ~~* *~~ "):

1. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each initial capitalized term used herein shall have the meaning given to such term as set forth in the Declaration.

2. The following amendments are hereby made to Section 5 of Article X of the Declaration:

Section 5. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide: (a) for a minimum lease term of seven months, and (b) that the right of the tenant to use and occupy the Home and Association Property shall be subject and subordinate in all respects to the provisions of the Governing Documents. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven months except in the event of a default by the tenant and no Home may be rented more than one (1) time during any twelve (12) month period. All leases shall also provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Valencia Bonita Documents and to the Association to pay any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), related to, arising out of and/or resulting from the negligence or willful or criminal misconduct of the tenant and/or those for whom the Owner is responsible. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. The Association has the right to require Owners to use a lease addendum the form of which may be prepared by the Association providing for, among other things, the foregoing. Even if such lease addendum is not included, each lease entered into by Owner for a Home shall be deemed to include the foregoing by this reference.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration. The provisions of this Section 5 shall also apply to renewals and modifications of leases. In no event shall subleases or assignment of leases be permitted without the prior written approval of the Association. In addition, a person occupying a Home for more than one (1) month without the Owner or tenant or a member of the Owner's or tenant's family being present shall not be deemed a guest, but rather, shall be deemed a tenant for purpose of the provisions of this Section 5.

* * *

3. This Seventh Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida.

4. Except as modified by this Seventh Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Seventh Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Seventh Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

IN WITNESS WHEREOF, this Seventh Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP,
a Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida
corporation, its general partner

WITNESSES AS TO DECLARANT:

Sharolyn Webb
Signature
Print Name SHAROLYN WEBB

By: [Signature]
Name: Richard M. Norwalk
Title: Vice President

Kandida Rinker Jollay
Signature
Print Name Kandida Rinker Jollay

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of June, 2021, by Richard M. Norwalk, as Vice President Bonita Springs I Corporation, a Florida corporation, the general partner of BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership, on behalf of said corporation and limited liability limited partnership. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of June, 2021.

Kandida Rinker Jollay
Notary Public, State of Florida at Large
Kandida Rinker Jollay
Printed Name of Notary Public

My Commission Expires:



ASSOCIATION:

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

[Signature]
Signature
Print Name Robert Smalley

[Signature]
Signature
Print Name Geraldine Molloy

By: [Signature]
Name: Dianna Betancourt
Title: President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of June, 2021, by Dianna Betancourt, as President of VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of June, 2021.

[Signature]
Notary Public, State of Florida at Large
Kelly Rhoades
Printed Name of Notary Public

My Commission Expires:



This instrument prepared by:

Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Hoffman, Esq.

D08

(Space Reserved for Clerk of Court)

**EIGHTH AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA**

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VALENCIA BONITA (the "Eighth Amendment") is made as of the 21 day of December, 2021 by BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and joined in by VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

RECITALS:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita dated February 1, 2017 and recorded on February 6, 2017 under Instrument Number 2017000026294 (the "Original Declaration") in the Official Records of Lee County, Florida, as amended and/or supplemented from time to time (the Original Declaration as so amended is hereinafter collectively referred to as the "Declaration");

WHEREAS, the Declaration provides in Section 8 of Article XIV that prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Valencia Bonita" (as such terms are defined in the Declaration);

WHEREAS, Section 8 of Article XIV of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment;

WHEREAS, Declarant, along with the joinder and consent of the Association, desires to amend the Declaration as further set forth herein.

NOW, THEREFORE, Declarant, joined in by the Association, hereby amends the Declaration as follows (deleted language is shown by ~~strikeout~~, additional language is shown as underlined text and unaffected language is shown by " * * * "):

1. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each initial capitalized term used herein shall have the meaning given to such term as set forth in the Declaration.

2. The following amendments are hereby made to Section 5 of Article XIII of the Declaration:

Section 5. MAINTENANCE OF TWIN VILLAS.

A. BY THE ASSOCIATION. Notwithstanding anything in this Declaration or the other Valencia Bonita Documents to the contrary, in addition to the Association's maintenance and repair obligations set forth in Article IX hereof, the Association's maintenance obligations with respect to Twin Villas and Twin Villa Lots shall include, and will be strictly limited only to, the following:

1. The Association shall be responsible for the periodic pressure washing of the exterior walls of the Twin Villas and the brick pavers, if any, installed in the driveways, covered entries and rear covered patios of the Twin Villa Lots at such times as the Board shall determine.

2. The Association shall contract with a licensed and insured pest control company to provide exterior treatments of the Twin Villa Lots and for the exterior treatment and prevention of subterranean termites provided, however, that the Association is not, in any way, an insurer or guarantor against any damage to the Twin Villas from pests and/or subterranean termites.

3. The Association shall be responsible for the periodic painting of the exterior surface of the walls, doors, garage door, fascia and soffits of the Twin Villas at such times as the Board shall determine.

4. The Association shall be responsible for the periodic cleaning of the Twin Villa roofs at such times as the Board shall determine.

* * *

3. This Eighth Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida.

4. Except as modified by this Eighth Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of the Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Eighth Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

IN WITNESS WHEREOF, this Eighth Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

BONITA SPRINGS ASSOCIATES I, LLLP,
a Florida limited liability limited partnership

By: Bonita Springs I Corporation, a Florida
corporation, its general partner

WITNESSES AS TO DECLARANT:

Kandida Rinker Jollay
Signature
Print Name KANDIDA RINKER JOLLY

By: [Signature]
Name: Richard M. Norwalk
Title: Vice President

[CORPORATE SEAL]

[Signature]
Signature
Print Name Cynthia Penn

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 21 day of December, 2021, by Richard M. Norwalk, as Vice President
Bonita Springs I Corporation, a Florida corporation, the general partner of BONITA SPRINGS
ASSOCIATES I, LLLP, a Florida limited liability limited partnership, on behalf of said corporation
and limited liability limited partnership. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of
December, 2021.

Kandida Rinker Jollay
Notary Public, State of Florida at Large
Kandida Rinker Jollay
Printed Name of Notary Public

My Commission Expires:



ASSOCIATION:

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

[Signature]
Signature
Print Name Eric Cintra

[Signature]
Signature
Print Name Geraldene Molloy

By: [Signature]
Name: Dianna Betancourt
Title: President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of December 2021, by Dianna Betancourt, as President of VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of December, 2021.

[Signature]
Notary Public, State of Florida at Large
Kelly Rhoades

My Commission Expires: Printed Name of Notary Public
3/17/23

