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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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This instrument prepared by and return to:
Theresa M. Lemme, Esquire
Will Call Box 110
ST. JOHN, CORE & LEMME, P.A.
1601 Forum Place, Suite 701
West Palm Beach, Florida 33401
(561) 655-8994

**CERTIFICATE OF RECORDING THE RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
BONITA ISLE OF LAKES OF SHERBROOKE**

I HEREBY CERTIFY that the Restated Declaration of Covenants, Conditions and Restrictions for Bonita Isle of Lakes of Sherbrooke attached as Exhibit "1" is a restatement of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Bonita Isle of Lakes of Sherbrooke and all duly recorded and adopted amendments thereto. The original Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Bonita Isle of Lakes of Sherbrooke is recorded in official Records Book 6439, Page 1507, et seq. of the Public Records of Palm Beach County, Florida and the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions is recorded in official Records Book 16324, Page 562, et seq., of the Public Records of Palm Beach County, Florida.

DATED this 8th day of Sept., 2007.

As to witnesses:

BONITA ISLE HOMEOWNERS ASSOCIATION, INC.

Joseph Guastella
Witness JOSEPH GUASTELLA

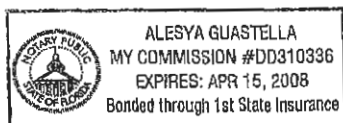
By: James Vitelli
James Vitelli, President

Richard Guastella
Witness RICHARD GUASTELLA

Attest: Victor Serra
Victor Serra, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of September 2007, by James Vitelli, as President and Victor Serra, as Secretary of Bonita Isles Homeowners Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced personally and known to me as identification and who did take an oath.



(SEAL)

Alesya Guastella
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires: April 15, 2008

**RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BONITA ISLE OF LAKES OF SHERBROOKE**

THIS DECLARATION was first made by A.E. DEVELOPMENT CORP., a Florida Corporation, hereinafter referred to as "Previous Declarant":

WITNESSETH

WHEREAS, "Previous Declarant" was the owner of certain property in Palm Beach County, Florida, more particularly described in "EXHIBIT A" affixed hereto and made a part hereof, and did subject such real property to the covenants, conditions and restrictions set forth therein, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; as amended from time to time, and,

WHEREAS, "Previous Declarant" no longer has any rights, title or interest to the real estate described in "EXHIBIT A" and said Real Estate has been legally transferred to and acquired by the respective owners of the parcels described therein,

Now therefore, know all men by these Presents, that;

This Amended Declaration of Protective Covenants, Conditions, and Restrictions for Bonita Isle of Lakes of Sherbrooke, is being made by the Bonita Isle Management Associations, Inc., a Florida Corporation-Not-For-Profit hereinafter referred to as the "Declarant".

NOW THEREFORE, Declarant hereby declares that the real property described in "EXHIBIT A" is and shall be held, transferred, sold, conveyed, used and occupied subject to the Amended Declaration of Protective Covenants, Conditions and Restrictions hereinafter set forth, with the exception that the following Articles and Sections are not being amended but are restated herein in the interest of continuity, to wit;

Article I:	Sections 1, 3, 4, 8, 9, & 10
Article II:	No Changes
Article III:	Section 1 (a) & 1 (c)
Article V:	Section 1 (a) thru 1 (f) Section 2 Section 3 (a) & 3 (d)

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	Section 4
Article VI:	Sections 1, 3, & 4
Article VII:	Section 1
	Section 2 (a) & (b)
Article VIII:	No Changes
Article X:	No Changes
Article XI:	Sections 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, & 14
Article XII:	Sections 2, 5, & 6
Article XIII:	No Changes
Article XIV:	New

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to Bonita Isle Homeowners Association, Inc., a non-profit Florida corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner as recorded in the Public Records of Palm Beach County, Florida, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners, including, but not limited to the following, which are depicted on the Plat of "Lakes of Sherbrooke, Phase 3"; private roads known as Bonita Isle Drive, Alta Way, and that portion of Ouachita Drive, west of Aquarius Boulevard; the "Drainage Tracts"; and "Open Space".

Section 5. "Homesite" or "Lot" shall mean the building Lot(s) and any improvements thereon as shown on the recorded plat of the property(ies), with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the Bonita Isle Homeowners Association, Inc., its specific successors and assigns.

Section 7. "Articles and By-Laws." It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State.

Section 8. "Master Association" shall refer to Lakes of Sherbrooke Home Owners Association, Inc., a non-profit Florida corporation.

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Section 9. "Master Declaration" shall refer to the "Declaration of Protective Covenants, Conditions and Restrictions of Lakes of Lantana" as recorded on June 20, 1978 in Official Records Book 2880, Page 1557, et seq, Public Records of Palm Beach County, Florida, as may be amended from time to time.

Section 10. "Master Properties" shall mean all land now or hereafter subject to the Master Declaration.

Section 11. "Board" shall mean the Board of Directors of the Bonita Isle Homeowners Association, Inc.

Section 12. "Common Expense" shall mean the expenses to be borne by each Homesite and the owner(s) thereof and shall be computed as a unit share of the total number of Homesites located on Bonita Isle, based upon 118 Homesites. However, the Board shall take into consideration a fair and equitable allocation of said expenses.

Section 13. "Quorum." No valid decisions can be taken at any meeting of the Board of Directors or the members of the Association without a quorum.

A quorum at a Board of Directors Meeting shall mean any number more than one-half ($\frac{1}{2}$) of the total number of members serving at any given time.

A quorum at a meeting of the members of the Association shall mean the presence at a meeting, in person or by proxy, of a sufficient number of members who are entitled to cast, in person or by proxy, one-third ($\frac{1}{3}$) of the total number of votes of the Association.

Section 14. "Voting" unless otherwise provided or directed in any of the documents governing the association may be conducted by any of the following methods; voice vote, a showing of hands, a written ballot to elect a candidate or resolve an issues and an absentee ballot. Voting is also permitted thru the use of a written limited proxy authorizing the designated party to exercise said voting rights in accordance with such directions given by the member. A limited proxy may be revoked at any time prior to the time of voting.

ARTICLE II

CONTROLLED ACCESS

The Association shall have the right and power (but not the obligation) to control the access to the Properties, as determined by its Board of Directors, including but not limited to a mechanical gate or other device. All expenses of such shall be deemed an assessment as provided for in ARTICLE V. The Association shall have no liability if such is not provided or is any service which is provided fails to work properly or to accomplish any desired result.

DECLARATION

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Each owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use all or a portion of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its Recorded Covenants, By-Laws and published Rules and Regulations.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the voting members.

(c) The Articles of Incorporation, these Covenants, the By-Laws and the Rules and Regulations adopted by the Association governing use and enjoyment of the Common Area.

Section 2. Delegation of Use. Any owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property. Any Common Area may be used by either the owner or tenant; but not by both.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Each and every owner of Record of a Homesite shall be a member of the Association; however, each Homesite shall be entitled to only one vote regardless of the number of owners thereof. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessment. Each owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted to pay charges and assessments:

DECLARATION

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

(b) Any special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Lot.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees, including appellate proceedings, and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

(f) Special assessments against Lot Owners to provide funds for maintenance by the Association as provided for in Article VI of the instrument.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section I hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late fee, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees, personal representatives, successors and/or assigns.

Section 3. Establishment of Assessments. The Board shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners of all of the Lots shall be established after the adoption of an operating budget, by the Board, not to exceed 10% of the previous year's budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Any budget in excess of aforesaid amount shall require approval of a majority of the voting members. Assessments shall be paid monthly in advance, and shall be due on the first day of the month.

(b) Annual assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration or to provide funds to the Association to perform maintenance as provided for in Article VI. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation.

(d) The Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 4. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and /or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 5. Subordination of the Lien to Mortgages, The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage or purchase money mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, in the event of a sale or transfer of any Lot pursuant to the foreclosure of such a first mortgage, or any proceeding in lieu thereof, the acquirer, his successors and assigns, shall not be liable for such assessment which became due prior to such sale or transfer unless the assessment is secured by a Notice of Lien recorded in the public records prior to the recording of the subject mortgage. No sale or transfer shall relieve such new Lot or Lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. Except as otherwise provided herein, the Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Dwellings. The Association shall at all times paint the finished exterior surfaces of the dwelling and other improvements on each Lot as originally constructed, including the exterior surfaces of the walls, doors, and fences, but specifically excluding all windows, screening, and the entire roofing system from any maintenance whatsoever. Any maintenance, repairs or replacement or improvements under said finished exterior surface, or the entire roofing system is the obligation of the Owner thereof. The term roofing system shall exclude the soffits. The Association shall pressure clean all driveways and walks once a year; however it is not responsible for removing rust or oil stains from walks or driveways.

Section 3. Lots. The Association shall maintain all landscaped portions of the Lots and walkways on each Lot, excluding, however, the area which is fenced-in as a privacy area; the maintenance obligation as to the area fenced-in as a privacy area shall be the Owner of such Lot, not the Association. The Association shall be responsible for the servicing, repairing or maintenance of the utility lines from the point where service to an individual residence commences through the lines servicing more than one residence. Each Owner shall be responsible to maintain the utility lines servicing just his residence. In the event that the utility company servicing the Properties is responsible for any of the foregoing, then the provisions herein shall not impose an additional burden or obligation on the part of the Association or Owners.

Section 4. Right of Entry by Association. Whenever it is necessary to enter a dwelling or a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Lot, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage, trespass or theft caused or occurring on account of any entry.

Section 5. Others. Where the Association may also maintain the vegetation and any landscaping upon areas that are not within the Properties but abut same and are owned by a utility or governmental authority or dedicated to the Master Association, so as to enhance the appearance of the same, such as swale areas within the right-of-way of abutting public streets or roads and areas

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within drainage canal right-of-way and the 25 feet water management maintenance easement as shown on the Plat for the Properties recorded in the Public Records.

Section 6. Sprinkler System. The lawn sprinkler system initially installed on each Lot may extend beyond the boundary line of the Lot to other Lots and/or to a position of the Common Areas. The Association shall at its expense maintain one sprinkler system and the Owner shall be prohibited from any act which would interfere therewith. Notwithstanding the foregoing, any portion of the sprinkler system that is adjacent to a dwelling which is fenced in as a privacy area shall, as to such privacy area, be maintained by the Owner of such Lot. Homeowners installing a lake water source for their sprinkling system shall be responsible for the maintenance of the same.

ARTICLE VII

MAINTENANCE OBLIGATION OF LOT OWNERS

Section 1. Owner's Responsibility. Each Lot owner is responsible for the repair, maintenance and/or replacement at his expense for all portions of the dwelling and other improvements constructed on his Lot which are not to be maintained by the Association as hereinabove provided. Accordingly, each Owner shall maintain at his expense the interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers, and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain, repair and replace at his expense the entire roofing system and all structural, electrical, mechanical and plumbing elements thereof in accordance with the provisions herein above provided. Owner is strictly prohibited from performing any maintenance duties of the Association without prior written consent from the Board of Directors, including the painting, cleaning, repair or replacement of the exterior surfaces of the walls (except for the roof, windows and screens), or fence located on a Lot and planting of additional landscaping except within a fenced area as originally constructed.

Section 2. Owner Liability, Should any Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VII; or,
- (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace;
- (c) Undertake unauthorized modifications or additions to his dwelling or to any other portion of his Lot which violates ARTICLE VI or ARTICLE VII, or the provisions of ARTICLE IX, then and in any such events, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors and ten days prior written notice to Owner, shall have the right,

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through its agents and employees, to enter upon said Lot and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized modifications or additions. The cost thereof including any attorney fees, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Lot is subject.

ARTICLE VIII

EASEMENT FOR ENCROACHMENTS

In the event that any dwelling or other improvement upon a Lot shall encroach upon any other Lot or improvement thereon, for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Endorsement and Approval. The Association shall review plans and specification for all modifications and all construction and reconstruction to the exterior of the residences. No building, outbuilding, garage, fence, wall retaining wall, building attachment or other structure of any kind or any landscaping (including grass) shall be erected, constructed, placed or maintained on the property, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof or to the landscaping (except for the privacy area) be made until the design, construction, specifications, and a plan showing the location of such have been submitted on the Architectural Application form for consideration and the same is approved by the Board. The topography, finished grade, elevation, quality, design and materials must be in harmony with existing structures and landscaping. All construction and reconstruction shall be done by a licensed and insured (bonded) contractor.

Effective March 15, 2007 all new and replacement bushes and shrubs in the back area surrounding screen enclosures on the lakes may have bushes and shrubs up to 6 feet 6 inches in height on two sides. Those homes not on the lakes may have bushes and shrubs of 6 feet 6 inches on the two sides and rear of property. Any current bushes and shrubs as of March 15, 2007 are exempt from this provision.

Fences are only allowed around swimming pools as required by law and around bona fide privacy areas that cannot exceed 200 sq. feet in total. Fences shall be at a height no greater than five feet and may be hidden by shrubs up to a height of six feet. All enclosures, fences, shrubs, bushes, etc. require the approval of the Architectural Committee, the Board of Directors, and if required, the County of Palm Beach

Section 2. Committee. The Architectural Committee shall consist of three Homeowners, chaired by a member of the Board.

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Section 3. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee which the agent or member may believe that a violation of Covenants, Restriction, Reservation, servitudes or easements is occurring or has occurred.

Section 4. Any roof on any home that must be replaced, has to be replaced with the same type of roof installed by the Developer.

Owners that had their roof changed from the type originally installed by the Developer must install the same type of roof that was installed by the Developer on the next occasion when they replace their roof.

Any Homeowner that wishes to voluntarily upgrade their roof (I.E. shake roof to shingle or Spanish tile, or shingle to Spanish tile) will be allowed to do so.

ARTICLE X

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XI

PROHIBITED USES

Section 1. All garbage cans, trash containers, bicycles, and other personal property shall be kept stores and placed on an area not visible from outside the dwellings. Garbage or rubbish shall not be stored, dumped, burned or allowed to remain on any Homesite except that garbage, rubbish or other debris, properly contained, may be placed outside the residence after sundown on the days prior to collection.

Section 2. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed or erected.

Section 3. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any Homesite, except a dog or cat or caged bird. Household pets must be kept in reasonable numbers and their presence shall cause no disturbance to others. All pets shall be kept on a leash when not indoors and shall be walked only in the street or on their owners property. Each pet owner shall be responsible for disposal of all defecation left by the pet upon the Bonita Isle grounds.

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No pets may be kept, bred or maintained for commercial purposes. In no event shall any pet be permitted in or upon any of the Common Areas of Bonita Isle unless carried or leashed and then only in those areas designated. All pets must be sufficiently under control at all times so that they do not become a nuisance to the units of other Homeowners.

If a dog or other animal becomes obnoxious to other homeowners by barking, running, loose or otherwise, and/or in the event that any pet becomes a nuisance, the owner thereof must cause the problem to be corrected. If it is not corrected, the owner, upon written notice by the Board, shall be required to remove the pet from the Bonita Isle property. If the owner then fails to remove the pet from Bonita Isle, the Board shall be entitled to take such actions as may be necessary to assure the removal from the property, including, but not limited to securing and injunction requiring removal of said pet. In such cases, the owner of such pet shall be responsible for court costs, attorney fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets.

Section 4. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Lot.

Section 5. Vehicles and Parking.

(a) Except as otherwise allowed in Section 5. (b) below, the following vehicles shall not be allowed to park on any area within the confines of the Properties, except within the garage with the garage door closed: trucks, including pickup trucks; boats; vans; recreational vehicles; mobile homes; motor homes; campers; trailers; buses; terrain vehicles; off-road vehicles; go carts; three-wheel motorized vehicles; limousines; motorcycles and mopeds; dirt bikes; or any commercial vehicle of any type; and other such motor vehicles.

No motorcycles may be driven upon Common Area other than roadway or parking area. All motorcycles must be equipped with appropriate noise muffling equipment, and the Board shall be authorized to bar from Bonita Isle any motorcycle or other motor vehicles that cause an abuse of normal noise levels. Any damage done to Common Areas including but not limited to the pavement, as a result of kick-stands or other use of motorcycles shall be the sole responsibility of the owner of the home accepting such vehicle on premises.

(b) Exceptions to (a) above. The following vehicles shall not be subject to the parking restrictions contained in Section (a) above, and shall be entitled to park on the Properties, subject to restrictions and provisions contained in Section (c) through (i) below:

- (1) Vehicles, regardless of classification, necessary for the maintenance, care or protection for the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection us being provided.

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- (2) Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.
- (3) Vehicles for the handicapped bearing identification as such by the County or other applicable governmental authority.
- (4) Certain vans which are permitted. Subject to that provided above, a two-axle van as defined below which does not exceed the manufacturers' standard length, height and width of the particular van in a customized converted condition; used solely for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least two (2) rows of seating and window(s) on each side of the vehicle adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Florida as a passenger station wagon or any equivalent; shall be permitted to park on the Properties. The Association is permitted to make a presumption that the foregoing criteria are met, without the receipt of specific information or the vehicle registration, unless upon visual inspection of the vehicle, it is obvious that any of the criteria are not met. The owner or custodian of the vehicle shall submit to the Association, reasonable information and documentation (including title and/or registration) concerning the vehicle upon request.

(c) Classifications and Definitions.

- (1) The most current edition of the N. A. D. A. Official Used Car Guide ("Guide") shall, unless otherwise permitted above, determine the classification of whether a vehicle is in fact a truck or van or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans Section 5 (b)(4) above, a State registration or title classification shall have no bearing on determination of classifications under this Section 5.
- (2) A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as; the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo.
- (3) A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Section 5(c)(1) above.

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(4) A "van" shall mean any motor vehicle which is classified as a truck in accordance with Section 5(c)(1) above and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles. Notwithstanding the foregoing to the contrary, a pick-up truck shall not be considered to be a van by the addition of a camper top or similar covering.

(d) All motor vehicles must be maintained as to not create an eyesore in COMMUNITY.

(e) No motor vehicle shall be parked at any time on the grass on the properties (except for the landscaping equipment at the direction of the Board of Directors), nor on the roadways within Bonita Isle.

(f) No repair (including changing oil) of a vehicle shall be made on the Properties except for minor repairs necessary to permit removal of a vehicle.

(g) Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from Bonita Isle, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a special assessment for the costs against the Lot and Owner in question, that is, the Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Owner is liable for the vehicle violation of his/her family, lessees, guests, visitors, etc); thereupon, the special assessment shall be collected as is provided for in this Declaration.

(h) Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 5 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles or By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 5.

(i) Applicability. This Amendment shall apply to all Owners and occupants, and their guests, irrespective of when the Owner, occupant or guest purchased the vehicle and began to park it within Bonita Isle.

Section 6. No outdoor clothes drying shall be allowed.

Section 7. No signs, except small name signs approved by the Architectural Committee, shall be placed, erected or displayed on any Lot.

Section 8. No trade or business shall be conducted, nor any commercial use made of any residential Lot.

Section 9. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All lots shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 10. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Lot Owners or interferes with the peaceful possession and proper use of the Lots by the resident thereof.

Section 11. No immoral, improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 12. No television radio masts, towers, poles, antennas, aerials, or appurtenances may be erected, constructed, or maintained.

Section 13. Each Lot is restricted to residential use as a single family residence by the Owner or Owners thereof, their immediate families, guests and invitees, or their lessees.

Section 14. No person shall use the Lot or any parts, thereof, in any manner contrary to this Declaration.

Section 15. Failure to Comply. Failure to comply with any section of the Article after ordinary and/or certified mailing of a proper written complaint, by the Compliance Committee, may result in a fine for each offense as detailed in the By-Laws.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. (Homeowner is responsible for the Covenants violations of his/her tenants, visitors, guests, etc.) Notwithstanding anything to the contrary, if any Owner (or his tenants or guests) fails to comply with any of the terms of this Declaration, the Articles of Incorporation, Association Bylaws, or Rules and Regulations, all as amended from time to time, and as a result of such failure, the Association employs an attorney in order to insure that the Owner (or his tenants or guests) complies, the Owner will be assessed by the Association for the costs of such attorneys' fees, regardless of whether suit may be filed. If suit is filed, the Owner shall not only be responsible for the attorneys' fees incurred at the trial and appellate levels, but for post-judgment

DECLARATION

proceedings as well. Further, such assessment shall be considered an assessment as set forth in Article V of the Declaration of Restrictions, as amended, and may be collectible as an assessment.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended at any time by the voting membership of the Association, by two-thirds (2/3rds) vote of the entire membership cast at a duly called meeting thereof, in person or by limited proxy, provided the proposed amendment has been mailed to the members at least fifteen (15) days prior to said meeting, and or the written consent by the execution of an instrument signed by two-thirds (2/3rds) of the entire membership.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Open Space. No portion if the Properties containing "open space" in accordance with the Plat of the Properties filed in the Public Records of Palm Beach County, Florida, may be vacated in whole or part unless the entire plat is vacated.

Section 6. Every Owner shall purchase and maintain his/her own policy of fire and standard extended coverage insurance on the dwelling and other insurable improvements situated upon said Owners's thereof. A certificate issued by the insurance company shall at all times be kept on file with the Association by every Owner. Failure of any Owner to so provide the Association with such certificate verifying the insurance is in full force and affect, after ten (10) days' prior written notice, shall authorize the Association to procure such insurance at the cost and expense of said Owner who shall be obligated to pay the Association immediately upon presentation of the bill. Such cost and expense shall be a charge on the Lot and shall be a continuing lien thereon until paid. If not paid within ten (10) days following presentation by the Association, the Association may enforce payment in the same manner as enforcement or assessments.

ARTICLE XIII

MASTER ASSOCIATION; MASTER DECLARATION

Section 1. Each owner shall be a member of the Master Association and shall be bound by and enjoy all of the privileges of its membership. Each Owner shall be obligated to pay all assessments of the Master Association properly assessed against Owners's Lot and shall be subject to all rules and regulations adopted by the Master Association.

DECLARATION

Section 2. Pursuant to the provisions of the "LAKES OF SHERBROOKE PHASE 3 NOTICE OF DECLARATION" which is recorded in the Public Records of Palm Beach County, Florida simultaneously herewith submitting the Properties to the provisions of the Master Declaration, certain terms of the Master Declaration have been waived as to their applicability regarding the Properties described in Exhibit "A" affixed hereto, so as to prevent an overlap of jurisdiction between the Master Association and the Bonita Isle Management Association, Inc. Specifically, the following provisions of the Master Declaration have been waived pertaining to these Properties: Article 11, entitled "ARCHITECTURAL COMMITTEE", ARTICLE 12, entitled "MINIMUM STANDARDS AND PROHIBITED USES", and ARTICLE 24, entitled "REMOVAL OF TREES, SHUBBERY, UNDERGROWTH".

Section 3. The Common Area of the Master Association are only those areas which are specifically owned by the Master Association or dedicated to the Master Association. The Common Areas owned by or dedicated to Bonita Isle Homeowners Association, Inc., shall not be construed to also be Common Area of the Mater Association and therefore, are not subject to the provisions in the master Declaration concerning Common Area of the Master Association.

Section 4. In the event of a conflict between any provisions of this instrument and exhibits hereto and a similar provision of the Master Declaration and exhibits thereto, the provisions of this instrument and exhibits hereto shall govern.

ARTICLE XIV

SALE OF LOTS

Section 1. Interview/Approval of Proposed Purchaser. No Owner may sell or otherwise transfer ownership of a Lot or any interest therein in any manner without the prior written approval of the Association. The Owner must properly notify the Association of its intent to sell his/her Lot and provide an application completed by the proposed purchasers and intended adult occupants, along with an application fee of \$150 or such amount as may be provided in Chapter 720, and such other information as required by the Association. Prior to closing on the Lot, the Association shall require all of the proposed purchasers and intended adult occupants of the Lot to submit to a personal interview with a committee designated by the Board, which may consist of Board members.

The committee will review amenities and restrictions with the prospective purchasers/occupants. The prospective purchaser/occupants must be approved by the Association and will be required to sign a letter acknowledging that he/she will comply with all provisions of the governing documents of the Association. Failure of the purchasers/occupants to meet the criteria established by the Association for approval of sales and transfers and/or failure to sign the letter shall result in the sale being disapproved.

Section 2. Unauthorized transaction. Inasmuch as the Lots may only be used for residential purposes, notwithstanding any provision in the governing documents to the contrary, effective on the date of recording of this amendment, the purchasing of a Lot in the Association shall be restricted to individuals. No corporation, company, partnership or combination of individual and corporation, company or partnership shall be authorized to purchase a Lot in the Association. The foregoing provision of this section shall not apply to a purchase or transfer to an institutional lender or other bonafide

DECLARATION

mortgagee which acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall apply whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Purchase of a Lot by a trust or conveyance to a trust used for estate planning or family planning is acceptable provided the transaction is properly approved by the Association. To the extent that a Lot is currently owned by a corporation, company, partnership, trust, the primary occupant of the Lot must be specified and approved by the Association. Any sale not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

DECLARATION

16a

IN WITNESS WHEREOF, the Association has caused this Restated Declaration to be executed this 8th day of Sept., 2007.

As to witnesses:

BONITA ISLE HOMEOWNERS ASSOCIATION, INC.

Joseph Guastella
Witness JOSEPH GUASTELLA

By: James Vitelli
James Vitelli, President

Richard Gunstella
Witness RICHARD GUNSTELLA

Attest: Victor Serra
Victor Serra, Secretary

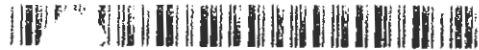
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of September, 2007, by James Vitelli, as President and Victor Serra, as Secretary of Bonita Isle Homeowners Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced personally and known to me as identification and who did take an oath.



Alesya Guastella
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires: April 15, 2008

(SEAL)



This instrument prepared by and return to:
 Theresa M. Lemme, Esquire
 Will Call Box 110
 ST. JOHN, CORE & LEMME, P.A.
 Centurion Tower, Suite 700
 1601 Forum Place
 West Palm Beach, Florida 33401
 (561) 655-8994

CFN 20110062150
 OR BK 24373 PG 1634
 RECORDED 02/22/2011 16:01:06
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1634 - 1636; (3pgs)

**CERTIFICATE OF AMENDMENT TO SECOND AMENDED AND RESTATED
 DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 BONITA ISLE OF LAKES OF SHERBROOKE**

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for BONITA ISLE OF LAKES OF SHERBROOKE. The Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Bonita Isle of Lakes of Sherbrooke is recorded in Official Records Book 16324, at Page 562, of the Public Records of Palm Beach County, Florida. The original Declaration of Restrictions for Bonita Isle of Lakes of Sherbrooke is recorded in Official Records Book 3456, Page 1588, et seq. The Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Bonita Isle of Lakes of Sherbrooke is recorded in Official Records Book 6439, at Page 1507, of the Public Records of Palm Beach County, Florida and the

DATED this 16 day of February, 2011.

As to witnesses:

Joseph Vitelli J.P.
 Witness

Gianni R. Martin
 Witness

BONITA ISLE HOMEOWNERS
 ASSOCIATION, INC.

By: James Vitelli Pres
 James Vitelli, President

By: Margaret Locken Sec
 Margaret Locken, Secretary

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16 day of February, 2011, by James Vitelli, as President and Margaret Locken, as Secretary of Bonita Isle Homeowners Association, respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced FL ID and _____ as identification and who did take an oath.

 Siromik D. Jackson
 COMMISSION # EE018130
 EXPIRES: AUG. 17, 2014
 WWW.AACONNOTARY.COM

(SEAL)

[Signature]
 NOTARY PUBLIC
 State of Florida at Large.
 My Commission Expires:

EXHIBIT "A"

AMENDMENTS TO THE SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BONITA ISLE OF LAKES OF SHERBROOKE

The original Declaration of Restrictions for Bonita Isle of Lakes of Sherbrooke is recorded in Official Records Book 3456, Page 1588, et seq. The original Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Bonita Isle of Lakes of Sherbrooke is recorded in Official Records Book 6439, at Page 1507, of the Public Records of Palm Beach County, Florida and the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Bonita Isle of Lakes of Sherbrooke is recorded in Official Records Book 16324, at Page 562, of the Public Records of Palm Beach County, Florida. The Restated Declaration of Covenants, Conditions and Restrictions for Bonita Isle of Lakes of Sherbrooke is recorded in Official Records Book 22129, at Page 1739, et seq.

As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.

Item #1: Article XIV, Section 1 of the Declaration is amended as follows:

Section 1. Interview/Approval of Proposed Purchaser. No Owner may sell or otherwise transfer ownership of a Lot or any interest therein in any manner without the prior written approval of the Association. The Owner must properly notify the Association of its intent to sell his/her Lot and provide an application completed by the proposed purchasers and intended adult occupants, along with an application fee of \$150 or such amount as may be provided in Chapter 720, and such other information as required by the Association. Prior to closing on the Lot, the Association shall require all of the proposed purchasers and intended adult occupants of the Lot to submit to a personal interview with a committee designated by the Board, which may consist of Board members.

The committee will review amenities and restrictions with the prospective purchasers/occupants. The prospective purchasers/occupants must be approved by the Association and will be required to sign a letter acknowledging that he/she will comply with all provisions of the governing documents of the Association. Failure of the purchasers/occupants to meet the criteria established by the Association for approval of sales and transfers and/or failure to sign the letter shall result in the sale being disapproved.

Item #2: Article XIV, Section 2 of the Declaration is amended as follows:

Section 2. Unauthorized transaction. Inasmuch as the Lots may only be used for residential purposes, notwithstanding any provision in the governing documents to the contrary, effective on the date of recording of this amendment, the purchasing of a Lot in the Association shall be restricted to individuals. No corporation, company, partnership or combination of individual and corporation, company or partnership shall be authorized to purchase a Lot in the Association. The foregoing provision of this Section shall not apply to a purchase or transfer to an institutional lender or other

bonafide mortgagee which acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall apply whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Purchase of a Lot by a trust or conveyance to a trust used for estate planning or family planning is acceptable provided the transaction is properly approved by the Association. To the extent that a Lot is currently owned by a corporation, company, partnership, trust, or combination of individual and corporation, company, partnership, trust, the primary occupant of the Lot must be specified and approved by the Association. Any sale not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

[END OF EXHIBIT "A"]