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**MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1998101160 66 PGS

1998 JUL 30 01:16 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is effective as of the 1st day of July, 1998, and is made by VENETIAN DEVELOPMENT, INC., a Florida corporation ("Developer"), and joined by VENETIA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

STATEMENT OF BACKGROUND INFORMATION

- A. Developer is the owner of certain real property located in Sarasota County, Florida, defined by this Declaration as the Initial Property.
- B. Developer intends to establish a flexible plan for the development and improvement of the Initial Property, and any additions thereto, and to establish a method for the administration, maintenance and use of such properties.
- C. Developer intends to develop the Initial Property and any additions thereto as a residential community to be known as "Venetia".
- D. This Declaration has been designed to protect property values, enhance amenities and opportunities within the Initial Property, and any additions thereto, and to contribute to the health, safety and welfare of the property owners and residents of such property.
- E. To these ends, Developer wishes to subject the Initial Property, and any additions thereto, to this Declaration.
- F. The property described on Exhibits "A" and "B" is subject to those certain Stipulations and Limitations Encumbering Real Property Pursuant to Sarasota County Zoning Code as recorded in Official Records Book 3006, Page 1567, public records of Sarasota County, Florida.

STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Developer declares that the Initial Property and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, transferred, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, assessments, closings, liens, charges and other provisions set forth in this Declaration, all of which shall run with such property, be binding on all parties having any right, title, or interest in any part of such property, their heirs, successors-in-title, and assigns, and inure to the benefit of each owner thereof.

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ARTICLE I
General Plan of Development

The Developer currently intends to develop the Properties (as defined herein) as a subdivision to be known as Venetia. Venetia will contain various residential housing, recreational and social amenities, roads, landscape areas, gatehouses, signage, conservation areas and a surface water management system. Venetia will be developed in phases. The Developer makes no representation or warranty regarding construction of future phases or the number of units which will be subject to this Declaration. The timing of construction of each phase has not, as of this date, been finalized.

The Properties will be subject to this Declaration. In addition, the Properties may be grouped into a series of Neighborhoods comprising of one or more types of units in which owners may have common interests not common to all owners, such as a common theme, entry features, neighborhood common areas or amenities not available for use by all owners. Neighborhoods may but need not be required to be governed by a separate set of covenants, conditions and restrictions and a neighborhood association.

This Declaration is designed to establish and create a general plan and common scheme for the improvement and maintenance of the Properties. To protect property values and to contribute to the health, safety and welfare of the Owners and their guests and invitees, the Developer has declared that the Initial Property and other properties located within the Properties later subjected to this Declaration shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in this Declaration and the other documents governing all or any portion of the Properties.

ARTICLE II
Definitions

Section 1. **"Articles of Incorporation"** shall mean and refer to the Articles of Incorporation of Venetia Community Association, Inc., as filed with the Secretary of State of Florida, attached as Exhibit "C", as the same may be amended from time to time.

Section 2. **"Assessments"** shall mean and refer to Base Assessments, Special Assessments, Neighborhood Assessments and User Assessments, collectively or individually.

Section 3. **"Association"** shall mean and refer to Venetia Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

Section 4. **"Base Assessment"** shall mean and refer to assessments levied in accordance with Article XI, Section 2 of this Declaration.

Section 5. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 6. "By-Laws" shall mean and refer to By-Laws of the Association, attached as Exhibit "D", as the same may be amended from time to time.

Section 7. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Members, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 8. "Common Property" shall mean all real and personal property which the Association, now or hereafter, owns or otherwise holds an interest in for the common use and enjoyment of all its Members and is dedicated, deeded or conveyed by the Developer to the Association as Common Property.

Section 9. "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and shall be enforceable as a rule or regulation.

Section 10. "Developer" shall mean and refer to Venetian Development, Inc., a Florida corporation, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and sale, and are designated as the Developer hereunder in a recorded instrument executed by the immediately preceding Developer.

Section 11. "Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one (1) or more, but less than all, of the Lots. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners and their Lots which are benefitted thereby as a Neighborhood Assessment. By way of illustration and not obligation or limitation, Exclusive Common Areas may include entry features for a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Common Areas shall be designated as such and the exclusive use thereof shall be assigned by Supplemental Declaration or in the deed or Plat conveying or dedicating the Common Area to the Association. A portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of a majority of the votes within the Neighborhood(s) to which they are assigned and the approval thereof by Developer.

Section 12. "Initial Property" shall mean and refer to the real property legally described on Exhibit "A" attached hereto and incorporated herein.

Section 13. "Lot" shall mean and refer to any single family lot or multi-family parcel on the plats of the Properties as the same exist from time to time.

Section 14. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 15. "Merchant Builder" shall mean and refer to all builders, including but not limited to J & J Homes, Inc. and Venetian Homes, Inc., who purchase Lots or parcels of vacant land to construct buildings and who are participants in any builder program which may be implemented by the Declarant.

Section 16. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed held by a Mortgagee.

Section 17. "Mortgagee" shall mean and refer to a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, or lender generally recognized in the community as an institutional lender.

Section 18. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 19. "Neighborhood" shall mean and refer to a particular area located within the Properties which is designated by the Developer as a Neighborhood by Neighborhood Document or by Supplemental Declaration. By way of illustration and not of limitation, a villa development, zero lot line or single-family detached housing development may each constitute a separate Neighborhood.

Section 20. "Neighborhood Assessments" shall mean Assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses in accordance with Article XI, Section 3.

Section 21. "Neighborhood Association" shall mean and refer to any not-for-profit corporation established for a Neighborhood in accordance with Neighborhood Documents and may include without limitation a property owners association.

Section 22. "Neighborhood Committee" shall mean a group of three (3) to five (5) people elected by the Owners within a Neighborhood in accordance with the By-Laws. If there is a Neighborhood Association within a Neighborhood, the board of directors of that Neighborhood Association will serve as the Neighborhood Committee.

Section 23. "Neighborhood Documents" shall mean and refer to any and all documents, instruments and agreements established by or consented to by the Developer or its assigns creating and governing any Neighborhood, including without limitation, a declaration,

articles of incorporation and by-laws of the Neighborhood Association and any rules and guidelines established thereunder.

Section 24. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized herein or by Supplemental Declarations. Neighborhood Expenses may be shared by one (1) or more benefitted Neighborhoods.

Section 25. "Neighborhood Services" shall mean and refer to services provided to Units within a Neighborhood in accordance with a Supplemental Declaration, including without limitation services such as landscape maintenance, periodic painting, pressure cleaning, etc.

Section 26. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot/Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot/Unit is sold under a recorded contract of sale (agreement for deed), and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is leased and if such lease specifically so provides, then the lessee thereof (rather than the fee owner) shall be considered the Owner.

Section 27. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 28. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration(s).

Section 29. "Rules and Regulations" shall mean and refer to the rules and regulations adopted by the Board of Directors, as the same may be amended from time to time.

Section 30. "Special Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 4 of this Declaration.

Section 31. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Developer which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

Section 32. "Turnover Date" shall mean the date upon which control of the Association is conveyed to the Class "A" Members as described in Article IV, Section 3 hereof.

Section 33. "Unit" shall mean collectively a Lot and any dwelling, structure or other improvement thereon. Each Lot and building which is intended for use as a residence shall be considered a separate Unit.

Section 34. "User Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 5 of this Declaration.

ARTICLE III **Property Rights**

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property for its intended purpose, subject to this Declaration as it may be amended from time to time, to reasonable Rules and Regulations adopted from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. An Owner's right to use the Common Property may be restricted or suspended for failure to pay amounts owing to the Association, misconduct or failure to abide by the Declaration or the Rules and Regulations; provided, however, every Owner's right to ingress and egress to his or her Lot shall remain unrestricted. An Owner's right to use the Common Property may, subject to the terms and conditions of the Rules and Regulations, be delegated to persons lawfully residing in the Owner's Unit.

The easements provided for herein shall be appurtenant to and shall pass with ownership of a Lot but shall not be deemed to grant any ownership interest in the Common Property.

The Board of Directors shall have the right, in its sole discretion, to permit non-residents to use the Common Property, on terms and conditions determined solely by the Board of Directors.

ARTICLE IV **Membership and Voting Rights**

Section 1. Membership. Every Owner, other than the Developer, shall be deemed to have a Class "A" Membership in the Association, as provided in Section 2 below. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot/Unit owned. In the event the Owner of a Lot/Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided in this Declaration, the By-Laws or Rules and Regulations. The rights and privileges of membership may be exercised by an Owner or the Owner's spouse, subject to the provisions of this Declaration, the By-Laws, and the Rules and Regulations. The voting rights of a Lot/Unit owned by a corporation, partnership, other legal entity or joint tenants shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary in advance, subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners, other than Developer, of fee title to Lots. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold fee title.

(b) Class "B". The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to ten (10) votes for each Lot owned. The Class "B" Member shall also be entitled to appoint all of the members of the Board of Directors prior to the "Turnover Date", as hereafter defined.

Section 3. Turnover Date. The turnover Date shall occur within sixty days after the occurrence of the earliest of the following events:

(i) three months after ninety percent (90%) of the Lots proposed to be developed by the Developer in the Properties have been conveyed to owners other than Merchant Builders; or

(ii) such earlier date as determined in the sole discretion of the Developer.

On the turnover Date, the Class "B" Membership shall terminate and be converted to a Class "A" Membership.

ARTICLE V

Maintenance

Section 1. Association's Responsibility. The Association shall operate, maintain and keep in good repair the Common Property, the maintenance of which will be funded as hereinafter provided. Operation of the Common Property shall include, without limitation, payment of all utilities, taxes and assessments with respect to the Common Property, unless otherwise paid by a Neighborhood Association. This operation and maintenance shall include, but need not be limited to, maintenance, repair, replacement, and monitoring of all lakes, ponds and other bodies of water, within the Properties which also serve as part of the drainage system for the Properties, all wetlands within the Properties, whether Common Property or not; all conservation and preservation areas and easements within the Properties; all other landscape buffers, conservation buffers and easements, and preservation buffers; all requirements arising out of protected species and/or vegetation management plans approved as a condition of permit issuance by any county, state, or federal agency, as such plans or permits may from time to time be amended, and all permit conditions of Southwest Florida Water Management District and all successor agencies relating to consumptive use and/or surface water management, and all permit conditions legally imposed by local governmental authorities or other governmental or quasi-governmental agencies or authorities having jurisdiction; and all structures and improvements,

including all roads, gatehouses, signage, entry features, perimeter walls, streets, drives, bridges, sidewalks, pedestrian bridges, bike paths, street lighting fixtures, and landscaping situated upon the Common Property (except as otherwise specifically provided in Section 2 hereof). No portion of the private streets or surface water management system shall be altered without the prior written authorization of the Sarasota County Engineer or his designee.

If the surface water management system, or related facilities, are not adequately maintained in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to go onto the property submitted to these restrictions and perform all necessary operation, maintenance, and repair functions. Sarasota County shall have the right to recover all expenses of such operation, maintenance, and repair by imposing and enforcing assessments, including the right to impose liens, as set forth in these restrictions.

All costs associated with the operation, maintenance, repair, replacement and monitoring of the Common Property, including all monitoring, administrative, and implementation expense required and resulting from a condition of any and all development permits including, but not limited to, maintenance of all conservation and preserve tracts and easements, compliance with all development permit conditions, compliance with all animal and vegetation management plans approved pursuant to development permit approvals, and compliance with all Southwest Florida Water Management and United States Army Corps of Engineers, or local governmental permit requirements, or those of any successor agencies, shall, unless related to Exclusive Common Area or Neighborhood Services as described by Supplemental Declaration, be a Common Expense to be allocated among all Lots/Units as part of the Base Assessment as hereinafter described. Costs of operation and maintenance of Exclusive Common Area and providing Neighborhood Services shall be Neighborhood Expenses allocated as a Neighborhood Assessment among all applicable Units.

The Association may elect to maintain additional property as provided in any maintenance agreement entered into by the Association. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The costs of such maintenance shall be allocated among all Lots as part of the Base Assessment.

Section 2. Responsibility of Neighborhood Association. Each Neighborhood Association shall have the responsibility for maintaining all real and personal property now or hereafter controlled by the Neighborhood Association, in accordance with the Community-Wide Standard.

Section 3. Owner's Responsibility. Each owner shall maintain his or her Lot/Unit, including all structures, parking areas, landscaping and other improvements thereon, except as otherwise maintained by the Association as a Neighborhood Service in accordance with a Supplemental Declaration or a Neighborhood Association, in accordance with the Community-Wide Standard. Owners of the Lots/Units which are adjacent to any portion of the Common Property on which walls have been constructed shall maintain that portion of the Common

Property which lies between the wall and the Lot/Unit boundary. Owners of Lots/Units fronting on any roadway within the Properties shall maintain driveways serving their respective Lots/Units and shall maintain landscaping on that portion of the Common Property, if any, or right-of-way between the Lot/Unit boundary and the nearest street curbs, provided the Owner shall not install or remove trees, shrubs or landscaping material other than installation and replacement of sod within such area without the prior written approval of the Architectural Review Committee (ARC) pursuant to Article XIII, Section 2. Owners of Lots/Units fronting on the water's edge or upon landscaping buffers fronting the water's edge of any lake or other body of water within the Properties shall maintain all landscaping and/or lawn between the Lot boundary and such water's edge; provided, the Owners shall have no right to remove or install trees, shrubs or similar vegetation in this area without prior approval pursuant to Article XIII hereof.

Section 4. Landscape and Other Maintenance. The Board of Directors of the Association shall adopt Community-Wide Standards regarding landscape maintenance and the exterior appearance of all Units. Landscape and irrigation maintenance may include, but is not limited to, frequency of watering, trimming, etc. and quantity and frequency of application of fertilizers and pesticides, quantity and time of day of irrigation. All such Community-Wide Standards shall be adopted in accordance with good agronomical practices.

The Association and/or the Neighborhood Association may, but shall not be required to provide, landscape and/or lawn maintenance services to Units. Such services which are provided on a voluntary contract basis shall be charge to the Units being maintained as a User Assessment.

All maintenance required by Article V Sections 2, 3 and 4 shall be performed in a manner consistent with the Community-Wide Standard. If any Neighborhood Association or Owner fails to perform the maintenance responsibilities in accordance with the Community-Wide Standard, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof as a User Assessment, plus an administrative surcharge of no more than the greater of \$100 or 5% of costs incurred by the Association for its remedial action. Prior to entry, the Association shall afford the Neighborhood Association or the Owner, as the case may be, a minimum of three (3) days written notice and an opportunity to remedy a condition inconsistent with the Community-Wide Standard, except when entry and repair is required due to an emergency.

Section 5. Cooperation with Neighborhood Associations. The Board of Directors shall have the power to assist a Neighborhood Association in the performance of its duties and obligations under the Neighborhood Documents and cooperate with the Neighborhood Association so that the Neighborhood Association and the Association can more efficiently and economically provide all required services to the Owners. It is contemplated that from time to time the Neighborhood Association or the Association may use the services of each other in the furtherance of its goals and obligations and that they may contract with each other to better provide for such cooperation. Neighborhood Documents may impose higher standards of maintenance and conduct than this Declaration, the Rules and Regulations and the Community Wide Standard. Neighborhood Documents may not impose less stringent standards on

maintenance and conduct than those imposed by or in accordance with this Declaration. In the event standards set forth in this Declaration or by the Association conflict with Neighborhood Documents or standards of conduct or maintenance set by a Neighborhood Association, this Declaration and the standards of the Association shall control.

ARTICLE VI

Insurance and Casualty Losses

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

The Board of Directors shall also obtain a public liability policy covering the Common Property, for the benefit of the Association and its Members for damage or injury caused by the possible negligence of the Association or any of its Members or agents. The public liability policy shall have a combined single limit in an amount to be determined by the Board of Directors from time to time. Premiums for all insurance on the Common Property shall be a Common Expense.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefitted parties, as further identified in subsection (b) below. Insurance and all proceeds thereof shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company authorized to do business in Florida which holds a Best's rating of A.
- (b) All policies on the Common Property shall belong to the Association and be for the benefit of the Association and its Members, as their interests may appear.
- (c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Board of Directors.
- (d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, Mortgagees, Neighborhood Associations, or the Developer.
- (e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified Persons, at least one of whom must be in the real estate industry and familiar with construction in Sarasota County, Florida.

(f) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Association's manager, Owners and their respective tenants, servants, agents, and guests and the Developer;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal based on any one or more individual Members;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal based on the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Member, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Members' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

In addition to the other insurance required by this Section, the Board of Directors shall obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law; directors' and officers' liability coverage, if available at a reasonable cost; a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available; flood insurance on Common Property, if required. Fidelity bonds, if acquired, shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By virtue of becoming an Owner, each Owner covenants and agrees with all other Owners and with the Association that each Owner, except to the extent carried by a Neighborhood Association, shall carry blanket all-risk casualty insurance on the Owner's Unit meeting the same requirements as set forth in Section 1 of this Article for insurance on the Common Property; shall carry public liability insurance with limits and coverage adopted by the Board as provided from time to time; and shall carry flood zone insurance if the property is in a flood zone and if the same would be required by a Mortgagee. Each Owner further covenants and agrees that in the event of a partial loss or damage (damage other than total destruction as defined below) resulting in less than total destruction of the Unit, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged Unit within one (1) year in a manner consistent with the original construction or

such other plans and specifications as are approved in accordance with Article XIII of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. Total destruction shall mean the structure must be completely cleared (other than foundation improvements) prior to reconstruction. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and shall sod, landscape and irrigate the Lot and thereafter the Owner shall continue to maintain the same in a neat and attractive condition consistent with the Community-Wide Standard.

Section 3. Damage and Destruction.

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

(b) Any damage or destruction to the Common Property shall be repaired or reconstructed by the Association.

Section 4. Disbursement of Proceeds. The proceeds of insurance shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Property shall be retained by and for the benefit of the Association and placed in a segregated capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 5. Insufficient Proceeds. If the insurance proceeds are not sufficient to defray the cost of repair or reconstruction, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment on the same basis as provided for Base Assessments. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VII
No Partition

Except as is permitted in this Declaration or any amendments hereto, there shall be no judicial partition of the Common Property, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the

Developer from replatting property subject to this Declaration or the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not currently be subject to this Declaration.

ARTICLE VIII

Condemnation

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board of Directors acting on the written direction of Members representing at least sixty-seven percent (67%) of the total votes eligible to be cast by the Members) by any authority having the power of condemnation or eminent domain, each Member shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Members to be disbursed as follows:

If the taking involves a portion of the Common Property on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor, in accordance with plans approved by the Board of Directors. Upon reconstruction or replacement of such improvements, the above provisions in Article VI regarding the disbursement of funds with respect to casualty damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements on the Common Property, or if there are net funds remaining after any restoration or replacement is completed, then such award or net funds shall be placed in a segregated capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

ARTICLE IX

Annexation of Additional Property

Section 1. **Annexation Without Approval of Membership.** Developer shall have the unilateral right, privilege, and option, from time to time, at any time to subject to the provisions of this Declaration and the jurisdiction of the Association additional real property, including but not limited to the real property described in Exhibit "B" attached hereto. Such annexation shall be accomplished by filing in the public records of Sarasota County, Florida, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of the Members, but shall require the consent of the Owner of such property if other than the Developer.

Annexation shall be accomplished by filing of record in the public records of Sarasota County, Florida, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration annexing real property in accordance with Section 1 above, needs to be signed only by Developer. Any Supplemental Declaration shall be effective upon filing unless otherwise provided therein.

Any Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being annexed; provided, however, that this Declaration may not be modified with respect to property already subject to the Declaration except as provided herein for amendment. Amendments to Supplemental Declaration may be made in the same manner as Amendments to this Declaration.

Section 2. Acquisition of Additional Common Property. Developer may, without the vote of the Members, convey or dedicate to or cause to be maintained by the Association additional real estate, improved or unimproved, located within the Properties described in Exhibits "A" or "B", or any other properties annexed pursuant to Section 1 above. The Association shall, upon the conveyance or dedication to the Association, accept and thereafter shall maintain the property, at its expense for the benefit of all its Members.

Section 3. Assignment of Properties. Developer shall have the right to collaterally assign all of its interest in the Properties to any Mortgagee holding a Mortgage encumbering the Common Property.

Section 4. Removal of Property. Developer reserves the right to amend this Declaration, from time to time, prior to the Turnover Date, in its sole discretion, without the prior notice or consent of any Person, to remove any portions of the Property then owned by the Developer or by the Association from the provisions of this Declaration if and to the extent such property was originally subjected to this Declaration in error or if Developer changes the development plan for the Properties, provided, however, that such withdrawal does not materially and adversely change the general plan for development of the Properties.

Section 5. Amendment. This Article shall not be amended without prior written consent of Developer.

ARTICLE X Rights and Obligations of the Association

Section 1. Common Property. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board of Directors, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Developer.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce the Rules and Regulations. Sanctions under the Rules and Regulations may include reasonable monetary fines and suspension of the right to use the Common Property (except as necessary for ingress and egress to the Owner's Lot), and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of the Rules and Regulations. The Board shall, in addition, have the power to seek legal or equitable relief in any court for violations of the Rules and Regulations or to abate nuisances. Hearings prior to imposition of sanctions shall be as provided in the By-Laws of the Association. Fines levied by the Association shall be considered User Assessments.

The Association, through the Board of Directors, by contract or other agreement, shall have the right to enforce local government ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary or desirable to effectuate any such right or privilege.

Section 5. Governmental Interests. The Association shall permit the Developer reasonable authority to designate sites within the Properties for any public facilities. The Association shall maintain and operate the surface water management system within the Properties in accordance with the applicable permits and regulations of the Southwest Florida Water Management District (SWFWMD) and/or its successor. Any amendment which would affect the surface water management system and conservation areas or easements, including the water management portions of the Common Property must have the prior approval of SWFWMD, the Sarasota County Engineer or his designee, and any other governmental authority with jurisdiction.

The Developer shall establish natural vegetative buffers between the Lots and any jurisdictional wetland preserve and/or conservation tract as may be required by SWFWMD, which buffer shall not be located within the boundaries of a Lot unless otherwise approved by SWFWMD. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of preserve tracts, which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. If the buffer is located within a separate tract, the tract shall be dedicated on the plat to the Association along with all maintenance responsibilities. All Owners shall comply with the requirements of all governmental or quasi-governmental agencies or authority having jurisdiction.

Section 6. Landscape Buffers and Conservation and Preservation Areas. The Developer shall establish any and all landscape buffers, conservation areas, preservation areas, wetlands preserves and/or other areas, and any management plans for those areas as may be required for the protection of wildlife and vegetation, as required by any permit conditions of any

state or federal agency, and any such areas shall be maintained and monitored by the Association in accordance with all original permit conditions.

Section 7. Surface Water Management System. It shall be the responsibility of each Owner within the Subdivision at the time of construction of a building, residence or structure, to comply with the construction plans of the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. No Owner of property within the Subdivision may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas, as described in the approved permit and the plat(s) for the Subdivision unless prior approval is received from SWFWMD pursuant to Chapter 40D-4. It is each Owner's responsibility not to remove native vegetation (excluding cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicides or algacides, introduction of grass carp, and cutting. Owners should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Venice Permitting Department. As used in this section, the terms "wetland", "buffer areas", "upland conservation areas" and "wet detention ponds" shall have the meaning set forth in the approved permit(s) for the Subdivision and the regulations of SWFWMD.

The surface water management system for the subdivision shall be installed, operated and maintained by the Association in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the surface water management system shall not be adversely interfered with, changed or altered except pursuant to permits or approvals issued by the controlling governmental authority. No Lot shall be increased in size by filling in the water in which it abuts, and the slope of any lake, pond or canal abutting any Lot shall be maintained by the Owner of the Lot to the water line, except for the Common Property or Exclusive Common Areas designated by Developer which will be maintained by the Association or Neighborhood Association.

Section 8. Future Easements and Boundary Modifications. Developer reserves the right, in its sole discretion, to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights of way, to modify the boundary lines and to plat or replat portions of the Common Property. The Association, and any Neighborhood Association, agree to execute and deliver any and all agreements, documents, plats and instruments which are necessary or desirable to accomplish the same, including without limitation, deeds reconveying portions of the said property to the Developer.

ARTICLE XI

Assessments

Section 1. Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 2 of this Article. There shall be four (4) types of Assessments levied: (a) Base Assessments to fund Common

Expenses as described in Section 2; (b) Neighborhood Assessments as described in Section 3; (c) Special Assessments as described in Section 4 below; and (d) User Assessments as described in Section 5 below.

Base Assessments shall be levied equally on all Lots subject to this Declaration and subjected to this Declaration during a fiscal year of the Association. Neighborhood Assessments, Special Assessments and User Assessments shall be levied as provided in Sections 3, 4, and 5 below. Each Owner, by acceptance of a deed, is deemed to covenant and agree, in addition to any other obligation the Owner may have, to pay Assessments in a timely manner as and when due. All Assessments together with any interest which may be charged as computed from the date the delinquency first occurs (at a rate not to exceed the highest rate allowed by the civil usury laws of the State of Florida), and late charges, costs, and reasonable attorney's fees and costs which may be incurred, shall be a charge on the Lot/Unit and shall be an automatic and continuing lien upon the Lot/Unit for any such Assessments when made. Each Assessment together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot/Unit at the time the Assessment was levied and any successor grantee shall be jointly and severally liable for such portion thereof as may be due and payable prior to the time of such conveyance, except no first Mortgagee (or the designee of such Mortgagee) who obtains fee title to a Lot/Unit pursuant to the remedies provided in its Mortgage or by the acceptance of a deed in lieu of foreclosure shall be liable for unpaid Assessments which accrued prior to such acquisition of title, and in addition a Person who acquires title at a foreclosure sale shall also not be liable for unpaid Assessments accrued prior to their acquisition of the Unit.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth which Assessments have been paid as to any particular Lot/Unit. The certificate shall be conclusive evidence of payment to the Association of the Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed one month's Base Assessment for that year for the issuance of such certificate.

All Assessments shall be paid in such manner and on such dates as may be fixed from time to time by the Board of Directors which may include, without limitation, acceleration of Base Assessments for the balance of the fiscal year resulting from delinquencies. Unless the Board of Directors otherwise provides, the Base Assessment shall be paid in advance, on an annual basis.

No Person may waive or otherwise exempt itself from liability for any Assessments, including, by way of illustration and not limitation, by non-use of Common Property or abandonment of the Lot/Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association

or Board of Directors under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Notwithstanding anything to the contrary, at any time prior to the Turnover Date, the Developer, or its assigns, may elect to pay the Base Assessments on Lots/Units owned by Developer equal to the number of Lots/Units on the then current site plan approved by the Developer less the number of previously sold Lots/Units, or in lieu thereof, not pay such Base Assessments and instead to pay any cash deficit incurred in operating the Association and the Common Property ("Developer Subsidy"). If the Developer or its assigns fails to make an election prior to the beginning of any fiscal year, it shall be deemed to elect to pay the Developer Subsidy. Operating deficit shall not include capital repairs or replacements, which shall be funded from reserves, special assessments or future increases in Base Assessments. In the event the Developer pays the Base Assessments on Lot/Units owned by the Developer or its assigns, and the Base Assessments are insufficient to pay the costs of operating the Association and the Common Property, the Board shall levy an additional Base Assessment to cover such deficiency which will be allocated among and charged to all Lots/Units in the same proportion as the Base Assessment for that year. The Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions. The Developer shall not be obligated to fund Base Assessments or the Developer Subsidy until needed by the Association to fund cash expenditures by the Association.

Section 2. Computation of Base Assessment. It shall be the duty of the Board of Directors to annually prepare budgets covering the estimated Common Expenses of the Association. The Board of Directors shall be the sole judge of allocation of costs and expenses between the budgets. The determination of the Board of Directors for allocation of costs shall be conclusive and binding on all Owners.

The budgets may but shall not be required to include a capital contribution establishing a reserve fund (as described in Section 7 of this Article). In the event a reserve fund is established, the Developer and Merchant Builders shall have no obligation to pay any portion of the Assessments which are to be contributed to the reserve contributions whether or not the Developer elects to pay Assessments or fund the Developer Subsidy.

Lots/Units which become subject to Assessments during a year shall only be required to pay Assessments on a prorated basis based on the number of months remaining in the year in which such Lots/Units become subject to any Assessments. The Board of Directors shall cause a copy of the budgets and notice of the amount of the Base Assessment to be levied against each Lot/Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the beginning of the fiscal year.

In the event the Base Assessments collected do not cover the Common Expenses, the Board of Directors shall levy an additional Base Assessment to cover such deficiency.

In the event Base Assessments in excess of Common Expenses are collected in any fiscal year after the Turnover Date, the Board of Directors may credit the excess Base Assessments to the Member for the next fiscal year. If the Board determined to issue credits to Members, the excess funds shall be segregated and restricted to use for the next fiscal year.

Section 3. Computation of Neighborhood Assessments. In addition to the Base Assessments, it shall be the duty of the Board of Directors, with the assistance of the Neighborhood Committee, annually to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Neighborhood Committee shall submit to the Board of Directors a proposed budget for Neighborhood Expenses a minimum of ninety (90) days prior to the beginning of the fiscal year. The Board of Directors shall be entitled to set such budget only to the extent that this Declaration, Supplemental Declaration or the Owners in such Neighborhood authorize same by a majority vote. Any Neighborhood, through its Neighborhood Committee and as evidenced by a petition signed by a majority of the Owners within the Neighborhood, may request that additional services or a higher level of services be provided by the Association, and the Association, shall provide such higher lever of service, and any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit for the coming year to be delivered to each Owner of a Unit in the benefitted Neighborhood(s) at least thirty (30) days prior to the beginning of each fiscal year.

In the event the Neighborhood Assessments collected are insufficient to fund Neighborhood Expenses, the Board of Directors shall have the right without a vote of the Neighborhood Committee or Members, to levy an additional Neighborhood Assessment to cover the actual expenses incurred.

In the event the Board of Directors fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, from the beginning of the year to the date of the next installment payment in the manner determined by the Board of Directors.

Section 4. Special Assessments. The Board of Directors may levy Special Assessments from time to time for unanticipated costs and expenses; provided, however, that any Special Assessment which exceeds twenty percent (20%) of the Base Assessments for the fiscal year shall require the affirmative vote or written consent of a majority vote of the Members required to pay the Special Assessment and, prior to the Turnover Date, the written consent of the Developer. Special Assessments pursuant to this paragraph shall be payable by Owners in such manner and at such times as determined by the Board of Directors, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines. Special Assessments shall be segregated into a separate account and shall only be used for the purpose collected.

Section 5. User Assessments. The Association may levy a User Assessment against any Owner individually and against such Owner's Lot/Unit to reimburse the Association for costs incurred in providing contract landscape maintenance, pest control, cable television (Article XVI, Section 1) or other services so provided to Owners by or through the Association. Additionally, a User Assessment may be levied against the Owner and the Owner's Lot/Unit to reimburse the Association for any expenses incurred to bring the Owner's Lot/Unit into compliance with the provisions of this Declaration, any amendments hereto, the Articles, the By-Laws, the Rules and Regulations and the Community-Wide Standard, which User Assessment will be levied upon the vote of the Board of Directors, but only after reasonable notice to the Owner, with an opportunity for a hearing. Fines levied by the Association shall be considered individual User Assessments.

Section 6. Lien for Assessments. Upon recording of a notice of lien on any Lot/Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages).

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure after fifteen (15) days prior written notice has been given to the Owner.

The Association, acting on behalf of its Members, shall have the power to bid for any Lot/Unit whose lien is being foreclosed at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot/Unit is owned by the Association following acquisition by foreclosure sale: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Lot/Unit shall be charged, in addition to its usual Assessments, its equal pro rata share of the Assessment that would have been charged against such Lot/Unit had it not been acquired by the Association. Suit to recover a money judgment for unpaid Assessments, costs and attorney's fees shall be maintainable without first foreclosing or waiving lien rights securing the same.

Section 7. Reserve Budget. The Board of Directors may, but shall not be obligated to, annually prepare a reserve budget to take into account the number and nature of replaceable

assets, based upon the expected life of each asset and reserve the expected repair or replacement costs. The Board of Directors may set the required capital reserves in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing over the period of the budget. The capital reserve required, if any, may be fixed by the Board of Directors and included within and distributed with the proposed budget and Base Assessment, as provided in Section 2 of this Article. Capital reserves shall be segregated and used solely for the replacement, repair and addition to the capital assets of the Association as determined solely by the Board of Directors.

Section 8. Subordination of the Lien to First Mortgages. The lien for Assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) as provided herein, shall be subordinate to the lien of any first Mortgage upon any Lot/Unit held by the Mortgagee. The sale or transfer of any Lot/Unit shall not affect the validity of any lien for Assessments. However, the sale or transfer of any Lot/Unit pursuant to judicial or nonjudicial foreclosure or transfer of title by deed in lieu of foreclosure to any Mortgagee (or designee thereof) shall extinguish the lien for such Assessments as to payments which became due prior to such sale or transfer. The extinguishment of the lien shall not relieve Owner from personal liability for amounts owed to the Association. No sale or transfer shall relieve the Lot/Unit from lien rights for any Assessments thereafter becoming due. Any such unpaid share of Assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots/Units, including such acquirer, its successors and assigns.

ARTICLE XII **Neighborhoods**

Section 1. General. The Lots/Units within a particular Neighborhood may be subject to additional covenants and/or the Lot/Unit Owners may all be members of a Neighborhood Association in addition to the Association. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee at a Neighborhood meeting as described in the By-Laws. At the time provided in the By-Laws, the Board of Directors must coordinate a Neighborhood meeting. Prior to the formation of a Neighborhood Committee, the Developer shall perform the functions of the Neighborhood Committee.

Section 2. Request for Services. Each Neighborhood, upon the written consent of the Developer (so long as the Developer owns one (1) or more Lots within the Properties), or its assigns, and Owners (including Developer, representing a majority of the Lots) within the Neighborhood, which such latter consent shall be delivered to the Association and shall contain the signatures of such majority, may request that the Association provide a higher level of service or special services for the benefit of Lots/Units in such Neighborhood, the cost of which shall be assessed against the benefitted Lots/Units as a Neighborhood Assessment. The Association shall be required to provide such higher level of service.

Section 3. Division of Neighborhoods. The Developer shall designate Neighborhoods by Supplemental Declaration. Neighborhood Assessments shall be authorized by Supplemental Declaration. Any Neighborhood may be expanded by amendment to a Supplemental Declaration authorized solely by Developer.

ARTICLE XIII **Architectural Standards**

Section 1. Architectural Standards. No improvement (which term shall include without limitation, staking, clearing, excavation, grading, and other site works; new structures; pools; driveways; exterior alteration or modification; and planting or removal of plants, trees or shrubs) shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee in accordance with this Article. The committee established pursuant to Section 2, below may establish reasonable fees to be charged by the committee on behalf of the Association for review of application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. All improvements constructed on any portion of the Properties shall be designed by and built in accordance with the approved plans and specifications.

This Article shall not apply to construction on or improvements or modifications to the Common Property made by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article. This Article may not be amended without the Developer's or its assigns' prior written consent so long as the Developer or its assigns owns any land subject to this Declaration.

Section 2. Architectural Review Committee. The Architectural Review Committee (sometimes referred to as ARC) shall have jurisdiction to review and approve all construction and improvements on any portion of the Properties. Such improvements and construction may also be subject to review in accordance with any neighborhood declaration, if applicable. The Developer retains the right until the initial construction of the last Unit to be constructed within the Properties to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5) persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by the Developer. Upon the expiration of such right, the Board of Directors shall appoint the members of ARC.

The ARC may prepare design and development guidelines and application and review procedures ("Design Guidelines"), copies of which shall be available from the ARC for review. The Design Guidelines shall be those of the Association, and the ARC shall have sole and complete authority to prepare and amend them. The ARC shall make the Design Guidelines available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. In the event that the ARC fails to

approve or disapprove plans properly submitted to it, or to request additional information reasonably required, within forty-five (45) days after acceptance of a complete submission thereof, the plans shall be deemed approved.

Members of the ARC may include architects or similar professionals who may or may not be Owners.

Section 3. No Waiver of Future Approvals. The approval by the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval or consent.

Section 4. Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall: (a) be effective unless in writing, or (b) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily, be considered a hardship warranting a variance.

The approval by the ARC does not constitute governmental approval. It is the sole responsibility of the Lot/Unit Owner to obtain the necessary permits and meet all governmental requirements.

Section 5. No Liability. No review or approval by the ARC shall imply or be deemed to constitute an opinion by the ARC, nor impose upon the ARC, the Association, the Developer or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity, design, quality of materials, life and safety requirements. The scope of any such review and approval by the ARC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Properties. No review or approval will be for any other person or purpose, and no person other than the ARC shall have any right to rely thereon, and any review or approval by the ARC will not create any liability whatsoever for the ARC, the Developer or the Association to any other person or party whatsoever.

Section 6. Compliance. The ARC may periodically monitor construction to determine compliance with approved plans and specifications, and such inspection shall not be deemed a trespass. The ARC may enforce non-compliance through equitable remedy or by requesting the Association remedy any deficiency and assess the Owner for the costs of compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by

the ARC may be excluded by the Board from the Properties without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

ARTICLE XIV **Use Restrictions**

The Properties shall be used only for residential, recreational, and related purposes permitted by law (which may include, without limitation, offices for any property manager retained by the Association, a sales office, or other commercial purposes desired by the Developer). The Association, acting through its Board of Directors, shall have standing and the power to enforce use restrictions.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties. Such standards shall be Community-Wide Standards and shall be binding upon all Owners and occupants, except the Developer or its assigns. Notwithstanding anything to the contrary herein, the Developer or its assigns shall be exempt from application of the provisions of this Article so long as it owns any portion of the Properties for development and/or resale. In addition, each Neighborhood Association may establish restrictions governing the use of that portion of the Properties located within the neighborhood, which use restrictions may be more restrictive but not less restrictive than those set forth below.

Section 1. Signs. No sign, billboard or advertisement of any kind, including, without limitation, those of relators, contractors and subcontractors, shall be erected within the Properties without the written consent of the Board of Directors, except in connection with the sale or resale of Lots/Units by the Developer or as may be required by legal proceedings. Developer shall provide a common location within the Properties where Owners may advertise their Lot for sale. Signs which are permitted within the Properties may be restricted as to the size, color, lettering, materials and location of such sign. The Board of Directors or Developer shall have the right to erect signs as they, in their discretion, deem appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties without the express written consent of the Board. No sign shall be nailed or otherwise attached to trees.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to the Rules and Regulations. Garage doors shall remain closed at all times except during ingress and egress.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors or commercial equipment visible, vehicles primarily used or designed for

commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted except within enclosed garages. For purposes of this Section, a vehicle shall be conclusively deemed "stored" if it is covered with a tarpaulin and remains so covered for fourteen (14) consecutive days without the prior approval of the Board of Directors. This Section shall not apply to any commercial vehicles providing temporary service or making deliveries to or on behalf of the Association or the Developer or their designees.

(c) Delivery and Service Vehicles. Any vehicle which is parked in violation of this Section 2 or parking rules promulgated by the Board may be towed in accordance with the By-Laws and for each violation (each day being considered a new violation) the Owner of the Unit may be fined up to fifty dollars (\$50.00), in accordance with the procedures established in the By-Laws. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit.

This Section shall not apply to any commercial vehicles providing service or making deliveries to or on behalf of the Association or the Developer or their designees.

Section 3. Occupants Bound. All provisions of this Declaration, the By-Laws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, the By-Laws, and the Rules and Regulations and shall be responsible for all violations and losses to the Common Property caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the By-Laws, and the Rules and Regulations.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets not to exceed a reasonable number determined by the Board of Directors may be permitted in any one Unit. However, those pets which are permitted to roam freely, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board of Directors; if the Owner fails to honor such request, the Owner may be fined up to fifty dollars (\$50.00) per day until the pet is removed. In lieu thereof, the Board of Directors may, but shall not be required to, seek governmental intervention to remove the animal. No pets shall be kept, bred, or maintained for any commercial purpose. Household pets shall at all times whenever they are outside the Owner's Unit be confined on a leash held by a responsible person. Owners shall be responsible for removing their pet's waste from Common Property and Lots of other Owners. Failure to

remove waste shall be grounds for a fine not to exceed fifty dollars (\$50.00) per occurrence as determined by the Board of Directors.

Section 5. Annoyance. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is unreasonably noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties as a planned residential community. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot/Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind, except an 18-inch or smaller satellite dish, shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board of Directors. The Developer and its affiliates shall have the right, without obligation, to erect an aerial, satellite dish, headend or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties. If the Developer fails to erect such a system, the Association may erect such a system after the Turnover Date.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, storage tanks, mechanical equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Properties and shall not be allowed to accumulate thereon. All clotheslines, storage tents, mechanical equipment, garbage can storage structures and other such items shall be subject to the approvals set forth in Article XIII of this Declaration. Trash shall be placed curbside no earlier than the day prior to pick-up and trash cans shall be returned to screen view no later than the day after pick-up.

Section 9. Subdivision of Lot/Unit and Timesharing. No Lot/Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. No Unit shall be made subject to any type of timeshare program, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years.

Section 10. Pools. No above-ground pools shall be erect, constructed or installed on any Unit. Inground spas, above ground spas, and inground pools will be permitted subject to prior written approval from the ARC, as the case may be.

Section 11. Tents, Trailers and Temporary Structures. Except as may be permitted by the ARC during initial construction of Units within the Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon the Properties.

Section 12. Wells and Drainage. Catch basins, swales and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than Developer or the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Developer hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow.

Section 13. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XIII of this Declaration.

Section 14. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 15. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 16. Air Conditioning Units. Except as may be permitted by the Board of Directors, no window air conditioning units may be installed in any Unit.

Section 17. Lighting. Except for seasonal holiday decorative lights, which may be displayed between November 15 and January 15 only, all exterior lights must be approved in accordance with Article XIII of the Declaration.

Section 18. Artificial Vegetation, Exterior Decorations, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of any Unit. Exterior decorations, including without limitation, sculptures, fountains, flags, and similar items must be approved in accordance with Article XIII of this Declaration.

Section 19. Energy Conservation Equipment. No solar energy collector pans or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure. All energy conservation equipment must be approved in accordance with Article XIII of this Declaration.

Section 20. Wetlands, Lakes, Water Bodies, Conservation or Reserve Tracts and Conservation Easements. All wetlands within the Properties shall be left in their natural state and no alteration thereof or construction thereon shall be permitted unless otherwise permitted by the Board of Directors. All activities involving filling, excavating, removing of native vegetation (both trees and understory) and storing of materials shall be prohibited within conservation easements and/or preservation areas, unless written approval is first obtained from the Resource Permitting Division, Sarasota County Natural Resources Department. All lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, playing, or use of personal flotation devices, shall be permitted. Notwithstanding the above, the Board of Directors may permit fishing from the shore by Owners, occupants of Units, and their accompanied guests subject to the Rules and Regulations. Furthermore, one or more areas within the properties may be designated as a conservation or preservation tract or buffer area or may otherwise be subjected to conservation, for the purpose of protection of wetlands, protected and endangered species, and valuable habitat. Use of these areas shall be in accordance with all applicable permit restrictions as described in Article V, Section 1 and Article X, Sections 5, 6, and 7.

The Association shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties.

Section 21. Fences. No dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XIII of the Declaration.

Section 22. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Lot/Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or

threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This Section shall not apply to operation of the Club Facilities nor to any activity conducted by the Developer or Merchant Builders, with respect to the development and sale of the Properties or the use of any Units which it owns within the Properties.

Section 23. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted in or on any Lot/Unit except that: (a) five (5) gallons of fuel or less may be stored in or on any Lot/Unit for emergency purposes and for the operation of gas powered tools or equipment, and (b) underground propane tanks for operation of appliances, pool and /or spa heaters shall be permitted subject to review and approval by the ARC. The Association shall be permitted to store fuel on the Common Property for operation of maintenance vehicles, generators and similar equipment. This Section shall not apply to the Developer or its designee who may, but shall not be required to, provide an underground gas distribution system to service Lots/Units. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 24. Play Equipment. Play equipment, by way of example and not limitation, such as basketball hoops, swing sets, jungle gyms, etc. shall be subject to review and approval by the ARC.

Section 25. Window Coverings. No aluminum foil, reflective film, or similar treatment shall be placed on windows, glass doors, or window treatments visible from the exterior of any Unit.

Section 26. Mailboxes. Only those mailboxes which have been approved by the ARC shall be permitted. Approved mailboxes will be available for purchase from the Association.

Section 27. Roadways, Sidewalks, Driveways. All utilities with Venetia shall be installed underground. Utility lines, including without limitation cable television, may only be installed repaired or replaced under existing roadways, sidewalks and driveways by a method which will not disturb the paved surface of such roadway, driveway or sidewalk. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

ARTICLE XV
Acquisition of Common Property

Section 1. Construction of Common Property. The Developer will initially construct, furnish and equip, at its sole cost and expense, the Common Property; provided however, the Developer in its sole discretion may lease some or all of the furniture, fixtures and equipment required for the operation and/or maintenance of the Common Property.

Section 2. Disclaimer of Warranties. THE ASSOCIATION AND EACH OWNER AGREES THAT THE COMMON PROPERTY ACQUIRED PURSUANT TO THIS DECLARATION SHALL BE CONVEYED IN "WHERE IS, AS IS" CONDITION AND WITHOUT RECOURSE, AND THE DEVELOPER DISCLAIMS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR OTHER AGREEMENTS (OTHER THAN THE DEVELOPER'S SPECIAL WARRANTY OF TITLE PURSUANT TO THE CONVEYANCE OF THE COMMON PROPERTY), EXPRESS OR IMPLIED BY FACT OR LAW, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES AS TO (i) FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP, (iii) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (iv) VALUE, (v) CAPACITY, (vi) COMPLIANCE WITH SPECIFICATIONS, (vii) LOCATIONS, (viii) USE, (ix) CONDITION, (x) MERCHANTABILITY, (xi) DESIGN, (xii) ECONOMIC PERFORMANCE, (xiii) QUALITY, (xiv) DESCRIPTION, (xv) DURABILITY, (xvi) OPERATION, (xvii) THE EXISTENCE OF ANY HAZARDOUS MATERIAL, (xviii) COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS OR ORDINANCES (INCLUDING ENVIRONMENTAL LAWS) OR LEGAL REQUIREMENTS. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN THE COMMON PROPERTY OF ANY NATURE, WHETHER LATENT OR PATENT, DEVELOPER SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). THE PROVISIONS OF THIS SECTION ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY DEVELOPER, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMMON PROPERTY, ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT OR ARISING OTHERWISE. THE DEVELOPER WILL TRANSFER AND ASSIGN TO THE ASSOCIATION, WITHOUT RECOURSE, ALL WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE COMMON PROPERTY WHICH EXIST AND ARE ASSIGNABLE.

Section 3. Transfer of Common Property. The Developer agrees to convey, transfer, assign and deliver to the Association on or before the Turnover Date its interest in the Common Property, as the same exists on the date of conveyance. The conveyance of the Common Property shall be by Quit Claim Deed subject to this Declaration, zoning and other regulations imposed by governmental authorities, taxes for the year of the transfer and all subsequent years

and any and all encumbrances or liens, easements, dedications, agreements, licenses, restrictions, rights of way and other matters now or hereafter affecting title. The Developer shall not provide the Association any survey or title insurance or abstract prior to conveyance of the Common Property. The Association shall pay all costs of closing the conveyance, including without limitation documentary stamp tax and recording costs.

Section 4. Operation of Common Property. Prior to the conveyance of all of the Common Property to the Association as provided above, the Association shall operate, maintain, repair and replace the Common Property, such operation, maintenance, repair and replacement to be funded as provided in this Declaration.

ARTICLE XVI

Cable Television

Section 1. CATV Agreement. The Association may, but shall not be required to, without a vote of the Members, enter into a bulk rate cable television agreement ("CATV Agreement") for all or a portion of the Properties. If a CATV Agreement is entered into, all Units for which a certificate of occupancy has been issued shall be charged for basic cable service as defined by the CATV Agreement as a User Assessment, regardless of whether the Owner desires basic cable television service. It is anticipated tier, remotes, pay channels and other services may be offered by the cable provider on an individual subscriber basis.

Section 2. Easements. The Developer and the Association shall have the right to grant easements to the cable provider for installation and maintenance of the cable television system, including without limitation head-ends, wiring, switches and amplifiers. The cable provider shall also have the right to use easement areas dedicated for utilities. Notwithstanding anything to the contrary, the cable provider shall retain ownership of all cable television equipment installed within the Properties.

ARTICLE XVII

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or any Member subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners and Mortgagees holding Mortgages on a majority of the Lots/Units, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as

tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

Section 2. Amendment. Until the Turnover Date, the Developer may unilaterally amend this Declaration. After the Turnover Date, the Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots/Units; (c) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots/Units; (d) necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Units subject to this Declaration; and (e) so long as it still owns any of the Properties for development, the Developer may unilaterally amend this Declaration for any other purpose. Thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total voting interests. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. In order to be effective, an amendment to this Declaration must be recorded in the public records of Sarasota County, Florida.

Any amendment which would affect the private streets or surface water management system must have the prior written approval of the Sarasota County Engineer or his designee.

If a Member consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Developer without the written consent of Developer or the assignee of such right or privilege.

So long as the Developer owns any portion of the Properties subject to this Declaration, this Declaration, the Articles, the By-Laws or the Rules and Regulations shall not be amended without the prior written consent of the Developer.

Section 3. Easements for Utilities, Etc. There is hereby reserved unto the Developer, so long as the Developer owns any portion of the Properties, for itself and the Association, and the designees of each (which may include, without limitation, local governments), easements upon, over, across, and under the Properties for ingress and egress; dispensing pesticides; installing, replacing, repairing, relocating, maintaining and monitoring roads, walkways, bicycle

pathways, lakes, ponds, wetlands, drainage systems, street lights, signage and endangered species of animals and plants; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Member or occupant thereof. The appropriate water and sewer authority, electric utility company, telephone company, cable television company, the Developer and its affiliates, and their successors and assigns shall have easements as shown on the plats of the Properties for the installation and maintenance, all underground, of all water lines, sanitary sewers, storm drains, electric, telephone and cable television and master antenna and security systems. This Section shall not limit the use of the utility easements described on the plats of the Properties. Developer hereby reserves the right and the power, during a period of thirty (30) years from the date of the recordation of this Declaration to declare, grant and record additional easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines and such other service facilities as Developer may deem necessary, along, through, in, over and under a strip of land which may vary in width from all side, front and rear lines of any Lot and along, through, in, over and under Common Property, Exclusive Common Areas and the Common Property or elements of any Neighborhood Association. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Lots, Common Property, Exclusive Common Areas and the Common Property or elements of any Neighborhood Association. Each Lot is subject to a permanent easement in favor of adjoining or adjacent Lots for lateral and subjacent support.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, cable television lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as otherwise provided by Developer.

Should any entity furnishing a service covered by a general easement herein provided request a specific non-exclusive easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Property to the County of Sarasota, or to any other local, state, or federal governmental entity.

Section 4. Public Easements. Fire, police, mail, health and sanitation, park maintenance, other public service personnel, and their vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property.

Section 5. Easement for Drainage. Each Lot is burdened with an easement for flow and drainage of water across and over the Lot. No Owner shall take any action to stop, divert,

impede or otherwise change or alter the direction or flow of water across or over the Owner's Lot.

Section 6. Conservation Easements. Developer as a part of permit approval, may provide a conservation easement to the Association and/or other state, county, or city agencies over specified parts of the properties which easement shall restrict and control human activities within such areas for the protection of wildlife and valuable habitat in accordance with Article V, Section 1; and Article X, Sections 5, 6, and 7.

Lots 11, 12, 14, 24, 25, 28, 38, 44, 46, 47, 60-64, 67-70, 79, 212, 222-227, 229-232, 236-247, 252-254, and 393-397 contain a conservation easement over that portion of the lot which lies within the preservation area. All activities involving filling, excavating, removing of native vegetation (both trees and understory), landscaping and storing of materials shall be prohibited within conservation easements and preservation areas, unless written approval is first obtained from the Resource Permitting Division, Sarasota County Natural Resources Department.

Section 7. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8. Right of Entry. The Association shall have the right, but not the obligation, to enter any Unit for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms), to maintain the Unit for access to the Common Property provided the Association shall have no right to enter a dwelling for such purpose, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Rules and Regulations, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include, but not be limited to, the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 9. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the total votes eligible to be cast by the Members of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article XI hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the applicable percentage votes, and pursuant to the same procedures,

necessary to institute proceedings as provided above. In the event any claim is made against the Developer by the Association, the Association shall assess all Members other than the Developer for the costs of such claim or litigation, including without limitation attorney's fees incurred, and funds from Base Assessments shall not be used for any such claim or litigation, including the costs associated with any appeal. The prevailing party shall be entitled to recover as part of the award reasonable attorney's fees and related costs, fees or expenses of such claim or litigation. In the event the Developer is the prevailing party, the Association shall assess all Owners other than the Developer for the Developer's cost, including reasonable attorney's fees, for any such claim or litigation, and funds from Base Assessments shall not be used for this purpose.

Section 10. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the Developer, nor any successor of the Developer shall in any way be considered insurers or guarantors of security within the Properties and neither the Association, the Developer, nor any successor of the Developer shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot/Unit, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors, the Developer, or any successor of the Developer, or the ARC do not represent or warrant that any fire protection system, burglar alarm system, gates, gatehouses, or other security system designated by or installed according to guidelines established by the Developer or the ARC may not be compromised or circumvented, that any fire protection or burglar alarm systems will in all cases provide the detection or protection for which the system is designed or intended. Each Member, and each occupant of a Unit, whether a tenant, guest and invitee of a Member, as applicable, acknowledges and understands that the Association, its Board of Directors and committees, the Developer, or any successor of the Developer are not insurers and that each Member and occupant of a Unit assumes all risks for loss or damage to Persons, to Units and to the contents of Units and further acknowledges that the Association, its Board of Directors and committees, the Developer, or any successor of the Developer have made no representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Properties.

Section 11. Notice of Transfer of Lot/Unit. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot/Unit, such Owner shall give the Board of Directors at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors and any overdue Assessments are paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Lot/Unit, including payment of all Assessments, notwithstanding the transfer of title to the Lot/Unit. The Owner of a Lot/Unit shall be responsible for providing this Declaration, Supplemental

Declaration, Amendment to the same; Articles of Incorporation, the By-laws and Rules and Regulations of the Association; and applicable Neighborhood Documents to any transferee.

Section 12. Non-Condominium/Non-Cooperative. The Association created pursuant to this Declaration and the Articles of Incorporation of the Association does not and is not intended to constitute a condominium association or a cooperative association. The Properties are not intended to be a condominium property, or cooperative property under applicable law. This Declaration is not part of the common elements of any condominium or cooperative.

Section 13. Restriction on Mortgaging Common Property. The Developer or the Board of Directors prior to the Turnover Date may without the vote of a majority of the Class "A" members mortgage some or all of the Common Property. After the Turnover Date, the Board of Directors of the Association may not mortgage the Common Property unless approved by a majority of the votes of the Members.

Section 14. Conflict Between the Declaration and Neighborhood Documents. In the event of any conflict between the terms of this Declaration or any policies, guidelines or standards promulgated hereunder and any Neighborhood Documents, this Declaration and its policies, guidelines and standards shall control except to the extent otherwise required by law.

Section 15. Approved Builders. The Properties are a master planned community being developed by the Developer. Only builders approved by the Developer shall be allowed to build homes within the Subdivision. A list of said approved builders shall be maintained by the Developer and provided to prospective lot purchasers upon request.

Section 16. Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with Developer's general plan for development of the Properties and the purposes set forth herein.

ARTICLE XVIII

Mortgage Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots/Units within the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of :

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot/Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of Assessments or charges owed by an Owner of a Lot/Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot/Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing provisions of the Declaration. Unless at least sixty-seven percent (67%) of the first Mortgagees or at least sixty-seven percent (67%) of the voting interests consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Property which the Association owns, directly or indirectly (the granting of easements as hereinbefore provided shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, Assessments, or other charges which may be levied against an Owner of a Lot/Unit (a decision, including contracts, by the Board of provisions of any declaration subsequently recorded on any portion of the Properties regarding Assessments for such property shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots/Units and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this Provision);

(d) fail to maintain insurance or fidelity bonds, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such Common Property in accordance with this Declaration.

First Mortgagees may, jointly and singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property, and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Member or other party priority over any rights of the first Mortgagee of any Lot/Unit in the case of distribution to such Member of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot/Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the revision of this Article or make any such requirements less stringent, the Board, without approval of the Members, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the By-Laws, or Florida law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of mailing of the Association's request.

ARTICLE XIX

Irrigation

Section 1. General. The Developer may, but shall not be obligated to, install a central irrigation system for all or any part of the Properties. This irrigation system may use water from surface water lakes, a lake recharged with well water, or effluent, as determined in the sole discretion of the Developer, and subject to compliance with applicable governmental permits and requirements.

Section 2. Central Distribution Installation. The Developer shall install all pumps, pipes, valves and other equipment necessary to provide irrigation service to the Common Property and may provide service to the boundary of each Lot or multifamily parcel ("Core Distribution System"). The Association shall maintain any Core Distribution System, if one is installed.

Section 3. Unit Distribution Installation. The builder of a Unit on any single family platted lot or on a multifamily parcel shall install, prior to issuance of a certificate of occupancy for such Unit, an underground sprinkler system for landscaping installed on the single family lot or common areas of the multifamily parcel in accordance with plans approved by and subject to the requirements of the ARC ("Unit Distribution System"). If a Core Distribution System is in place and available to serve the Lot or multifamily parcel, the builder in accordance with the standards set by the Association shall connect the Unit Distribution System to the central line located at the boundary of the single family platted lot or multifamily parcel. The cost of installation of the Unit Distribution System shall be paid by the builder.

Section 4. Maintenance of Unit Distribution System. The Owner of a Unit which is a single family lot and the Neighborhood Association common area shall maintain the Unit Distribution System in good working order at all times. All maintenance required by this Section shall be performed in a manner consistent with the Community-Wide Standard. If any Neighborhood Association or Owner fails to perform the maintenance responsibilities in accordance with the Community-Wide Standard, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof (or Owners within the Neighborhood Association) as a User Assessment, plus an administrative surcharge of not more than the greater of \$100 or 5% of costs incurred by the Association for its remedial action. Prior to entry, the Association shall afford the Neighborhood Association or the Owner, as the case may be, a minimum of three (3) days notice and an opportunity to remedy a condition inconsistent with the Community-Wide Standard, except when entry and repair is required due to an emergency.

Section 5. Cost of Irrigation Service. The Developer, or if the County of Sarasota supplies effluent for irrigation purposes, the Developer or the County of Sarasota may assess costs of installing, including installation of individual meters, maintaining and operating the Core Distribution System and providing irrigation water to all Units.

Section 6. Distribution Schedule. Irrigation service will be provided by the Association subject to and in compliance with all governmental and quasi-governmental laws, ordinances and permits. The Association shall, in its discretion, establish from time to time an irrigation schedule of the days and times irrigation service will be provided. The Association may modify the irrigation service schedule to the extent permitted by the engineering of the Core Distribution System to permit proper watering of Lots and Neighborhood Association common areas after application of fertilizers and chemicals.

The Association shall not be liable to any Owner or any Neighborhood Association for any interruption in irrigation service or any damage to the landscaping or sod on a Lot or Neighborhood Association common area caused by the Association providing or not providing irrigation service.

Section 7. Easement. A blanket easement is granted to the Developer over the Properties for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating and servicing the Core Distribution System and/or the Unit Distribution System.

Section 8. Developer Rights. The Developer specifically reserves the right to draw water from surface water lakes, without payment to the Association, and the Association shall, to the extent permits are available, recharge the surface water lakes.

ARTICLE XX

Developer's Rights

Any or all of the special rights and obligations of the Developer may be transferred to other Persons, provided that the transfer shall not reduce any obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the public records of Sarasota County, Florida. Nothing in this Declaration shall be construed to require Developer or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for the Developer to maintain and carry on upon any portion of the Properties or Units owned by the Developer such facilities and activities as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the construction, sale or resale of Lots/Units, including, but not limited to, construction and use of business offices, signs, model units, and sales and resales offices, and the Developer shall have an easement for access to such facilities for its employees, agents, invitees and guests. The right to maintain and carry on such facilities and activities shall specifically include the right to place signs on the Common Property.

The Developer shall have the right to use and promote the Common Property in connection with its sale of Lots/Units in the Properties without compensation to the Association, except as otherwise provided below. Prior to and after the Turnover Date, the Developer shall have the right to use the Common Property for the purpose of entertaining new and resale purchasers of Lots/Units within Venetia.

Developer reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way to modify the boundary lines and to plat or replat portions of the Property for development of Venetia. The

Association, any Neighborhood Association, each Owner, and Merchant Builders agree to execute and deliver any and all agreements, documents, plats and instruments which are necessary or desirable to accomplish the same.

This Article may not be amended without the express written consent of the Developer.

IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration this 1st day of July, 1998.

WITNESSES:

VENETIAN DEVELOPMENT, INC., a
Florida corporation

Margaret S Froom
Print Name MARGARET S. FROOK

By Thomas H Taylor, Jr.
Thomas H. Taylor, Jr., as President

"Developer"

Georgie Ann Fedako
Print Name GEORGIE ANN FEDAKO
As to Developer

VENETIA COMMUNITY
ASSOCIATION, INC., a Florida not-for-
profit corporation

Margaret S Froom
Print Name MARGARET S. FROOK

By Thomas H Taylor, Jr.
Thomas H. Taylor, Jr., as President

"Association"

Georgie Ann Fedako
Print Name GEORGIE ANN FEDAKO
As to Association

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 1st day of July, 1998, by Thomas H. Taylor, Jr. as President of VENETIAN DEVELOPMENT, INC., a Florida corporation, and as President of VENETIA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of both corporations, who is personally known to me.

NOTARY PUBLIC

Sign Margaret S Froom
Print MARGARET S. FROOK

(SEAL)

My Commission Expires:



LEGAL DESCRIPTION: VENETIA PHASE I A

A PARCEL OF LAND LYING WITHIN THE NORTH 3/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST BOUNDARY CORNER OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°17'49" W, ALONG THE EAST BOUNDARY LINE OF SAID NORTHEAST 1/4 OF SECTION 34 (BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION), FOR 2651.09 FEET TO THE SOUTHEAST BOUNDARY CORNER OF SAID NORTHEAST 1/4 OF SECTION 34; THENCE S 00°17'43" W, ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, FOR 1308.29 FEET TO THE NORTHEAST BOUNDARY CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, SAME ALSO BEING THE NORTHEAST BOUNDARY CORNER OF CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2, AS RECORDED IN CONDOMINIUM PLAT BOOK 7, PAGE 18 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 89°38'32" W, ALONG THE SOUTH BOUNDARY LINE OF THE NORTH 3/4 OF SAID SECTION 34, SAME ALSO BEING THE NORTH BOUNDARY LINE OF SAID CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2 AND THE NORTH BOUNDARY LINE OF HOURGLASS LAKE ESTATES, AS RECORDED IN PLAT BOOK 25, PAGE 45 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RESPECTIVELY, FOR 2657.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°38'32" W, ALONG SAID SOUTH BOUNDARY LINE OF THE NORTH 3/4 OF SECTION 34, SAME ALSO BEING SAID NORTH BOUNDARY LINE OF HOURGLASS LAKE ESTATES AND THE NORTH BOUNDARY LINE OF HOURGLASS LAKES-PHASE TWO, AS RECORDED IN PLAT BOOK 28, PAGE 45 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RESPECTIVELY, FOR 1668.69 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 776 (ENGLEWOOD ROAD), ACCORDING TO OFFICIAL RECORDS BOOK 2595, PAGE 153 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 776 (ENGLEWOOD ROAD); (1) THENCE N 32°49'55" W, FOR 8.93 FEET; (2) THENCE N 19°18'27" W, FOR 34.21 FEET; (3) THENCE N 32°49'55" W, FOR 724.48 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 1840, PAGE 901 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD; (1) THENCE N 57°10'05" E, FOR 495.66 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 64°03'30", AN ARC LENGTH OF 1129.21 FEET AND A CHORD BEARING N 25°08'20" E, FOR 1071.31 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD, S 89°38'14" E, FOR 105.81 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING N 32°38'30" E, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 64°46'51", AN ARC LENGTH OF 187.69 FEET, AND A CHORD BEARING S 89°44'56" E, FOR 177.85 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 89°38'14" E, FOR 289.91 FEET; THENCE S 00°21'46" W, FOR 141.17 FEET; THENCE S 73°32'11" E, FOR 124.90 FEET; THENCE S 46°26'03" E, FOR 54.87 FEET; THENCE S 73°32'11" E, FOR 124.90 FEET; THENCE S 10°30'05" E, FOR 57.51 FEET; THENCE S 20°14'55" W, FOR 120.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING S 20°14'55" W, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 01°26'03", AN ARC LENGTH OF 11.39 FEET, AND A CHORD BEARING N 70°28'06" W, FOR 11.39 FEET TO THE POINT OF CUSP, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 57°03'03" E, FOR 38.24 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING S 35°24'57" W, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 02°24'40", AN ARC LENGTH OF 43.76 FEET, AND A CHORD BEARING S 53°22'43" E, FOR 43.76 FEET TO THE POINT OF COMPOUND CURVATURE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 805.00 FEET, A CENTRAL ANGLE OF 44°07'37", AN ARC LENGTH OF 619.98 FEET, AND A CHORD BEARING S 30°06'35" E, FOR 604.77 FEET TO THE POINT OF WITH A NON-TANGENT LINE; THENCE N 81°57'14" E, FOR 25.82 FEET; THENCE S 54°34'47" E, FOR 93.89 FEET; THENCE S 22°30'31" W, FOR 184.84 FEET; THENCE S 08°02'46" E, FOR 37.53 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 24°12'17", AN ARC LENGTH OF 109.84 FEET AND A CHORD BEARING S 04°03'22" W, FOR 109.02 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 39°24'01" E, FOR 318.26 FEET; THENCE S 60°53'23" E, FOR 24.86 FEET; THENCE N 89°38'32" W, FOR 77.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 33°53'47", AN ARC LENGTH OF 165.65 FEET AND A CHORD BEARING N 72°41'39" W, FOR 163.24 FEET TO THE POINT OF TANGENCY; THENCE N 55°44'45" W, FOR 122.01 FEET; THENCE S 34°15'15" W, FOR 120.00 FEET; THENCE S 02°14'55" W, FOR 47.17 FEET; THENCE S 34°15'15" W, FOR 92.26 FEET; THENCE S 34°40'01" W, FOR 27.74 FEET; THENCE S 55°44'45" E, FOR 97.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 18°32'15", AN ARC LENGTH OF 181.18 FEET AND A CHORD BEARING S 65°00'53" E, FOR 180.39 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 00°21'28" W, FOR 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,687.433 SQUARE FEET OR 61.695 ACRES, MORE OR LESS.

DESCRIPTION:

OFFICIAL RECORDS INSTRUMENT # 1998101160 66 PGS

A portion of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

Exhibit "B"

Commence at the Northeast corner of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S.00°17'49"W., along the West line of the Northeast Quarter of said Section 34, a distance of 168.06 feet to the South Right of Way line of U.S. Highway No. 41 (State Road No. 45), as shown on State of Florida, State Road Department, Right of Way Map, Section 10710-2503, for a POINT OF BEGINNING; thence N.89°38'30"W., along said South Right of Way Line, a distance of 687.07 feet; thence S.00°22'56"W., leaving said South Right of Way Line, a distance of 44.42 feet to the point of curvature of a curve to the left, having: a radius of 150.00 feet, a central angle of 71°07'39", a chord bearing of S.35°10'54"E. and a chord length of 174.48 feet; thence along the arc of said curve, an arc length of 186.21 feet to the point of reverse curvature of a curve to the right, having: a radius of 250.00 feet, a central angle of 29°27'58", a chord bearing of S.56°00'45"E. and a chord length of 127.16 feet; thence along the arc of said curve, an arc length of 128.57 feet to the point of tangency of said curve; thence S.41°16'46"E., a distance of 277.96 feet; thence S.48°43'14"W., a distance of 100.00 feet; thence N.41°16'46"W., a distance of 76.00 feet; thence S.48°43'14"W., a distance of 145.00 feet; thence S.80°43'33"W., a distance of 47.17 feet; thence S.48°43'14"W., a distance of 161.66 feet to the point of curvature of a curve to the left, having: a radius of 555.00 feet, a central angle of 20°01'24", a chord bearing of S.38°42'32"W. and a chord length of 192.97 feet; thence along the arc of said curve, an arc length of 193.96 feet to the end of said curve; thence N.56°49'56"W., a distance of 208.55 feet; thence S.19°20'01"W., a distance of 87.92 feet; thence S.70°07'21"W., a distance of 1042.70 feet; thence N.89°38'14"W., a distance of 1097.73 feet to a point on the southerly boundary line of lands described in Official Records Book 2707, at Page 1950, Public Records of Sarasota County, Florida; thence along said southerly boundary line of lands described in Official Records Book 2707, at Page 1950, the following seventeen (17) courses and distances: (1) S.00°21'46"W., a distance of 213.87 feet; (2) N.89°38'14"W., a distance of 174.54 feet; (3) N.21°30'18"E., a distance of 227.35 feet; (4) N.35°57'35"W., a distance of 83.78 feet; (5) N.56°44'35"W., a distance of 120.42 feet; (6) N.23°17'09"W., a distance of 19.30 feet; (7) S.71°36'33"W., a distance of 31.43 feet; (8) N.76°36'32"W., a distance of 60.59 feet; (9) S.47°44'45"W., a distance of 88.62 feet; (10) N.42°27'08"W., a distance of 23.79 feet; (11) N.79°58'49"W., a distance of 37.84 feet; (12) S.57°52'20"W., a distance of 42.42 feet; (13) S.83°04'52"W., a distance of 45.60 feet; (14) N.84°48'08"W., a distance of 34.26 feet; (15) S.88°40'56"W., a distance of 34.10 feet; (16) N.54°02'41"W., a distance of 59.34 feet; (17) S.79°53'58"W., a distance of 62.52 feet; thence S.42°46'13"W., leaving said southerly boundary of lands described in Official Records Book, 2707, Page 1950, a distance of 319.66 feet to the Easterly Right of Way line of Jacaranda Boulevard, as per Official Records Book 1828, at Page 1181, and Official Records Book 1840, at Page 901, Public Records of Sarasota County, Florida; thence S.15°02'11"E., along said Easterly Right of Way line of Jacaranda Boulevard, a distance of 486.58 feet to the point of curvature of a curve to the right, having: a radius of 1010.00 feet, a central angle of 08°08'46", a chord bearing of S.10°57'48"E. and a chord length of 143.48 feet; thence along said Easterly Right of Way line of Jacaranda Boulevard, same being the arc of said curve, an arc length of 143.60 feet to the end of said curve; thence leaving said Easterly Right of Way line of Jacaranda Boulevard, S.89°38'14"E., a distance of 105.81 feet to a point on a curve to the left, having: a radius of 166.00 feet, a central angle of 64°46'51", a chord bearing of S.89°44'56"E. and a chord length of 177.85 feet; thence along the arc of said curve, an arc length of 187.69 feet to the end of said curve; thence S.89°38'14"E., a distance of 289.91 feet; thence S.00°21'46"W., a distance of 141.17 feet; thence S.73°32'11"E., a distance of 124.90 feet; thence S.46°26'21"E., a distance of 54.87 feet; thence S.73°32'11"E., a distance of 124.90 feet; thence S.10°30'05"E., a distance of 57.51 feet; thence S.20°14'55"W., a distance of 120.00 feet to a point on a curve to the left, having: a radius of 455.00 feet, a central angle of 01°26'03", a chord bearing of N.70°28'06"W. and a chord length of 11.39 feet; thence along the arc of said curve, an arc length of 11.39 feet to the end of said curve; thence S.57°03'03"E., a distance of 38.24 feet to a point on a curve to the right, having: a radius of 1040.00 feet, a central angle of 02°24'40", a chord bearing of S.53°22'43"E. and a chord length of 43.76 feet; thence along the arc of said curve, an arc length of 43.76 feet to the point of compound curvature of a curve to the right, having: a radius of 805.00 feet, a central angle of 44°07'36", a chord bearing of S.30°06'35"E. and a chord length of 604.77 feet; thence along the arc of said curve, an arc length of 619.98 feet to the point of tangency of said curve; thence S.08°02'46"E., a distance of 261.29 feet to the point of curvature of a curve to the right, having: a radius of 260.00 feet, a central angle of 24°12'17", a chord bearing of S.04°03'22"W. and a chord length of 109.02 feet; thence along the arc of said curve, an arc length of 109.84 feet to the end of said curve; thence S.39°24'01"E., a distance of 318.26 feet; thence S.60°53'23"E., a distance of 24.86 feet; thence N.89°38'32"W., a distance of 77.27 feet to the point of curvature of a curve to the right, having: a radius of 280.00 feet, a central angle of 33°53'47", a chord bearing of N.72°41'39"W. and a chord length of 163.24 feet; thence along the arc of said curve, an arc length of 165.65 feet to the point of tangency of said curve; thence N.55°44'45"W., a distance of 122.01 feet; thence S.34°15'15"W., a distance of 120.00 feet; thence S.02°14'55"W., a distance of 47.17 feet; thence S.34°15'15"W., a distance of 92.26 feet; thence S.34°40'01"W., a distance of 27.74 feet; thence S.55°44'45"E., a distance of 97.21 feet to the point of curvature of a curve to the left, having: a radius of 560.00 feet, a central angle of 18°32'15", a chord bearing of S.65°00'53"E. and a chord length of 180.39 feet; thence along the arc of said curve, an arc length of 181.18 feet to the end of said curve; thence S.00°21'28"W., a distance of 25.00 feet to the South line of the North Three Quarters of said Section 34, same being the North line of: HOURGLASS ESTATES, recorded in Plat Book 25, Page 45, Public Records of Sarasota County, Florida, and CIRCLEWOODS OF VENICE CONDOMINIUM SECTION 2, recorded in Condominium Book 7, Page 18, Public Records of Sarasota County, Florida; thence S.89°38'32"E., along said South line of the North Three Quarters of said Section 34, a distance of 2657.67 feet to the Southeast corner of said North Three Quarters of Section 34, same being the Northeast corner of Circlewoods of Venice Condominium Section 2; thence N.00°17'43"E., along the East line of the Southeast Quarter of said Section 34 a distance of 1308.29 feet to the East Quarter Corner of said Section 34; thence N.00°17'49"E., along the East line of the Northeast Quarter of said Section 34, a distance of 2482.68 feet to the POINT OF BEGINNING.

Parcel contains 213.3741 acres more or less.

OFFICIAL RECORDS INSTRUMENT # 1998101160 66 PGS

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VENETIA COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on October 7, 1997, as shown by the records of this office.

The document number of this corporation is N97000005729.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirteenth day of October, 1997



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
VENETIA COMMUNITY ASSOCIATION, INC.

FILED

97 OCT 7 PM 12:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned natural persons of legal age, all of whom are citizens of the State of Florida, for the purpose of forming a corporation under the Florida Not For Profit Corporation Act, hereby adopt the following Articles of Incorporation.

ARTICLE ONE
NAME

The name of the Corporation (called the Association) is
VENETIA COMMUNITY ASSOCIATION, INC.

ARTICLE II
PRINCIPAL OFFICE

The address of the principal office of the Corporation is 7000 South Tamiami Trail, Venice, Florida 34293. The mailing address of the Corporation is the same.

ARTICLE THREE
PURPOSE

(A) The specific primary purposes for which the Association is organized is to provide an entity pursuant to Chapter 617, F.S., for the maintenance, preservation and architectural control of the residence lots and common areas within VENETIA, a subdivision located in Sarasota County, Florida, and to promote the health, safety, and welfare of the residents within the above-described subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

(B) The activities of the Association shall be financed by assessments on members as provided in the Declaration of Covenants, Conditions and Restrictions applicable to the subdivision, to be recorded in the public records of Sarasota County, Florida.

ARTICLE FOUR
POWERS

(A) The Association shall have all of the common-law and statutory powers of a corporation not in conflict with the terms

of these Articles of Incorporation or Chapter 617, F.S.

(B) The Association shall have all of the powers and duties set forth in Chapter 617, F.S., and all of the powers and duties reasonably necessary to maintain, manage and operate the subdivision property pursuant to these Articles, the Association's By-Laws and the Declaration of Covenants, Conditions and Restrictions (the declaration) and as they may be amended from time to time, including, but not limited to, the following:

(a) To affix, levy and collect all charges and assessments pursuant to the terms of the declaration, and enforce payment thereof by any lawful means; and pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes or governmental charges levied or imposed on the property of the Association;

(b) To acquire (by gift, purchase or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate to public use or otherwise dispose of real and personal property in connection with the affairs of the Association;

(c) To borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, sell or transfer all or any part of the common areas to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and common areas, provided that any merger, consolidation or annexation shall have the consent by vote or written instrument of two-thirds of each class of members, agreeing to such dedication, sale or transfer;

(g) Have and exercise any and all powers, rights and privileges that a corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the aforementioned purposes. The activities of the Association shall be financed by assessments on members as provided in the declaration, and no part of any net earnings shall inure to the benefit of any member.

ARTICLE FIVE REGISTERED AGENT

The street address of the initial registered office of the Association is 1001 Avenida del Circo, Venice, Florida 34285, and the name of its initial registered agent at such address is Stephen K. Boone, Esquire.

ARTICLE SIX MEMBERS

Membership, and the voting rights of members, shall be as directed by the corporation's Bylaws.

ARTICLE SEVEN DIRECTORS

The number of directors constituting the initial board of directors of the Association is three (3), and the names and addresses of the persons who are to serve as the initial directors until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
Thomas H. Taylor, Jr.	7000 South Tamiami Trail Venice, Florida 34293
N. Berry Taylor, Sr.	7000 South Tamiami Trail Venice, Florida 34293
J. David Taylor	7000 South Tamiami Trail Venice, Florida 34293

Subsequent election of directors shall be as provided in the

corporation's Bylaws.

ARTICLE EIGHT
DISTRIBUTION OF ASSETS ON DISSOLUTION

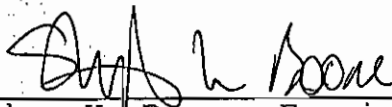
On dissolution the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization organized and operated for such similar purposes.

ARTICLE NINE
INCORPORATOR

The name and street address of the incorporator are as follows:

Stephen K. Boone, Esq.
1001 Avenida del Circo
Venice, Florida 34285

The undersigned has executed these Articles of Incorporation at Venice, Florida, this 1st day of October, 1997.



Stephen K. Boone, Esquire
Incorporator

STATE OF FLORIDA
COUNTY OF SARASOTA

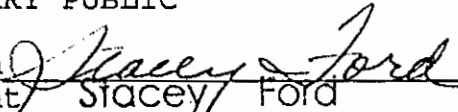
I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 1st day of October, 1997, by STEPHEN K. BOONE, Esquire, who is personally known to me.

(SEAL)
My Commission expires:



STACEY FORD
My Commission CC485225
Expires May. 18, 1999
Bonded by ANB
800-852-5878

NOTARY PUBLIC

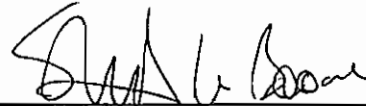
Sign 
Print Stacey Ford

FILED

97 OCT 7 PM 12:25

ACCEPTANCE OF REGISTERED AGENT

The undersigned, who has been designated registered agent and to accept service of process for the above corporation, affirms that his name is Stephen K. Boone, and the address for the registered office of the corporation is 1001 Avenida del Circo, Venice, Florida 34285. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Print Name Stephen K. BooneDate: 10-1-97

**BYLAWS
OF
VENETIA COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
Identity**

Section 1. Name. The name of the corporation is Venetia Community Association, Inc. (the "Association").

Section 2. Principal Office. The initial principal office of the Association is at 7000 South Tamiami Trail, Venice, Florida 34293.

Section 3. Adoption. These Bylaws have been adopted as the Bylaws of the Association.

Section 4. Definitions. Terms used in these Bylaws which are defined in the Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") shall have the same meaning in these Bylaws as in the Declaration.

**ARTICLE II
Powers and Duties of the Association**

The Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles, these Bylaws or Florida law.

**ARTICLE III
Membership**

The Association shall have the following two (2) classes of membership: Class "A" Members and Class "B" Members, as described in the Declaration. Each Owner of a Lot other than Developer shall be a Class "A" Member of the Association. Class "A" Members shall have the right to vote only on Association matters requiring a Membership vote pursuant to the Declaration, Articles of Incorporation, Bylaws, or Florida law. The Class "B" Membership shall exist prior to Turnover and shall be held by Developer for Lots which it owns.

**ARTICLE IV
Meetings of the Members**

Section 1. Date and Place of Meetings. Meetings of the Members shall be held on the date and at the place designated by the Board of Directors.

Section 2. Annual Meeting of Members. An annual meeting of the Members shall be held each year in May, or such other time as the Board of Directors may set by resolution. Subject to Article V, at each annual meeting, the Members shall elect the Board of Directors of the Association and may conduct such other business as may be properly brought before the meeting.

Section 3. Special Meetings. The President of the Association may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a majority of the Board of Directors or, if after the Turnover, upon a petition signed by at least ten percent (10%) of the voting interests. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member, not more than fifty (50) nor less than fourteen (14) days before the date of such meeting, by or at the direction of the President or the Secretary. In addition, such notice shall be posted in a conspicuous place within the Property on the date of its mailing to the Members.

Section 5. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the voting interests representing thirty percent (30%) of the total votes in the Association shall constitute a quorum at all meetings of the Association.

Section 6. Adjournment of Meetings. If any meeting of Members cannot be held because a quorum is not present, a majority of the voting interests who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time or place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 4.

Section 7. Vote Required. When a quorum is present at any meeting, a majority of the voting interests represented (in person or by proxy) at such meeting shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these Bylaws, or any applicable law provides otherwise.

Section 8. Proxies. Members may vote by proxy; provided the form of proxy is subject to the reasonable approval by the Board of Directors. In lieu of proxies, sealed ballots may be utilized for election of directors.

Section 9. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions which occurred at the meeting.

ARTICLE V

Election of Board of Directors

Section 1. Number of Directors. The governance and administration of the affairs of the Association shall be vested in a Board of Directors. The number of directors of the Association shall be not less than three (3) nor more than nine (9). The initial Board shall consist of the three (3) persons named in the Articles of Incorporation.

Section 2. Election or Appointment of Directors. Until the first annual meeting of Members after the conveyance of ninety percent (90%) of the Lots in all phases to Owners (other than Merchant Builders), or at such earlier date as determined in the sole discretion of the Developer (the "Turnover Date"), the Developer shall have the right to appoint all of the Members of the Board of Directors. At the first annual meeting of Members to occur after the Turnover Date, the Board shall be established at an odd number equal to the number of directors to be elected by the Members, which number shall be no more than nine (9). The Developer shall call a meeting within sixty (60) days of the Turnover at which the following shall occur: (a) the existing directors shall resign; (b) the Members shall elect the directors as described in Section 4; and (c) the Class "B" Membership shall terminate and be converted to a Class "A" Membership. The Developer may, in its sole and absolute discretion, permit the Members to elect a portion of the directors earlier than the Turnover Date.

Directors elected by the Members at the Turnover meeting and each annual meeting thereafter shall serve for annual terms and shall be elected by the Members at large.

In addition to any directors elected by the Members, the Developer shall have the right to appoint one (1) director until such time as ninety-five percent (95%) of the Lots in all phases of Venetia are conveyed to persons other than Merchant Builders.

Section 3. Qualifications for Election. Except with respect to directors appointed by the Developer, all directors shall be Members or the spouse of a Member.

Section 4. Directors Election. Prior to the Turnover, the Developer shall appoint all directors. After Turnover all of the directors shall be elected by the Class "A" Members, except for the director appointed by Developer.

Section 5. Nomination of Directors. Immediately prior to the Turnover meeting and prior to each annual meeting thereafter, the Members may nominate Members for election by filing a petition signed by a minimum of ten (10) Owners in good standing.

The names of any nominees, after having been certified by the Secretary or any other officer, that they are qualified for election and have been nominated in accordance with the provisions of these Bylaws, shall be included in any proxy mailing to the Members. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Nominations may also be made from the floor at the annual meeting of Members.

Section 6. Removal of Directors and Vacancies. Any director appointed by the Developer may be removed, with or without cause, only by the Developer. Any director elected by the Members may be removed, with or without cause, by the majority vote of the voting interests who were entitled to elect such director. Upon removal of a director, a successor shall be elected by the party entitled to elect or appoint the director so removed to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences from Board meetings, as determined by the Board, or any elected director who is delinquent in the payment of any Assessment or other charges due the Association for more than thirty (30) days, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining directors. In the event of the death, disability, or resignation of a director elected by the Members, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director. The Developer shall replace its appointed directors upon death, disability, removal or resignation.

Section 7. Compensation. No director shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

Section 8. Fiduciary Duty. The directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development of Venetia and the purpose of the Association.

ARTICLE VI

Meetings of the Board of Directors

Section 1. Organizational Meeting. The organizational meeting of the Board of Directors shall be held within ten (10) days after the annual meeting of the Members at such time and place as shall be fixed by the Board of Directors.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but commencing with the Turnover, at least four (4) regular meetings shall be held during each fiscal year, with at least one (1) per quarter; provided, however, that the annual meeting shall constitute a regular meeting. Notice of the time and place of any meeting shall be posted in a conspicuous place within Venetia at least forty-eight (48) hours prior to the time of the meeting, unless the

meeting is an emergency special meeting. In the alternative, notice of the meeting may be mailed or delivered to all Members at least seven (7) days in advance of the meeting. At such time as the Association has 100 or more members, notice of meetings of the Board of Directors may be published, or in the alternative, the Board may provide Members with a pre-arranged schedule of meetings of the Board.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The giving of notice of any special meeting shall comply with the notice provisions set forth in Section 2 of this Article VI.

Section 4. Meetings Concerning Assessments. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted provided that notice of such reconvened meeting shall comply with the notice provisions set forth in Section 2 of this Article VI.

Section 6. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book containing written records of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings as well as a notation as to any Director who abstained from voting or voted contrary to the prevailing opinion. No votes at any Board of Directors meeting may be by proxy or secret ballot, except that secret ballots may be utilized in the election of officers.

Section 7. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director and granted by the President. In such case, the President may limit the time any Member may speak.

Section 8. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director and any member in attendance can hear and be heard by all other participating directors.

ARTICLE VII

Officers

Section 1. Officers. The officers of the Association shall be a President and Vice President and a Secretary and Treasurer to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary, or President and Treasurer.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors during a fiscal year. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board and the removal of a director who also is an officer shall automatically act as a removal from such director's position as an officer.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE VIII

Duties of Officers

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as are from time to time specifically conferred or imposed by the Board of Directors.

Section 1. President. The President shall be the chief executive officer of the Association and shall:

- (a) Act as presiding officer at all meetings of the Members and the Board of Directors.
- (b) Call special meetings of the Members and the Board of Directors.
- (c) Sign, with the Secretary or Treasurer, if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

- (d) Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out.
- (e) Act as an ex-officio member of all committees and render an annual report at the annual meeting of Members.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the directors.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

- (a) Attend all regular and special meetings of the Members and the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.
- (b) Have custody of the corporate seal, if any, and affix the same when necessary or required.
- (c) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep membership books.
- (d) Have custody of the minute book of the meetings of the Board of Directors and Members and act as agent for the transfer of the corporate books.

Section 4. Treasurer. The Treasurer shall:

- (a) Receive monies as shall be paid into the Treasurer's hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements and be custodian of all contracts, leases, and other important documents of the Association which shall be kept or caused to be kept safely deposited.
- (b) Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver the books to the Treasurer's successor; prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year; make a full and accurate report on matters and business pertaining to the office of Treasurer to the Members at the annual meeting and make all reports required by law.

- (c) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. In the event the Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE IX

Committees

Section 1. Standing Committees. Each year after the Turnover, the President, subject to the approval of the Board of Directors, shall designate the chairman and members of each of the following committees:

- (a) Grounds Committee. The Grounds Committee shall advise the Board of Directors on matters concerning maintenance of the Common Property. No live trees shall be moved from the Common Property nor shall any alteration or improvement be made to the Common Property except with the approval of the Board of Directors.
- (b) Newsletter Committee. The Newsletter Committee shall supervise and control the preparation of a periodic newsletter for distribution to all Members.
- (c) Legal and Bylaws Committee. The Legal and Bylaws Committee shall be charged with the publication and interpretation of the Rules and Regulations, Bylaws, and Declaration, and generally with all matters of a legal nature pertaining to the Association.

Section 2. Ad Hoc Committees. The President, subject to the approval of the Board of Directors, may from time to time appoint such ad hoc committees, with such powers and composition as the President, with the approval of the Board of Directors shall determine.

Section 3. Powers of Committees. The several committees shall act only as committees, and the individual members thereof shall have no power or authority to act on behalf of the Board of Directors or the Association. All committees shall be advisory only, and shall report to and be under the supervision of the Board of Directors. Committee members may be removed, with or without cause, upon majority vote of the Board of Directors.

Section 4. Committee Meetings. All meetings of any committee of the Association shall be open to all Members. Notice of the time and place of any committee meeting shall be posted in a conspicuous place within Venetia at least forty-eight (48) hours prior to the time of the meeting. In the alternative, notice of the meeting may be mailed or delivered to all Members at least seven (7) days in advance of the meeting. At such time as the Association has one hundred (100) or more Members, notice of committee meetings may be published or in the alternative each committee may provide Members with a pre-arranged schedule of meetings.

ARTICLE X
Election of Neighborhood Committees

Section 1. Neighborhood Committees and Neighborhood Meetings. Within sixty (60) days after the Turnover Date, the Board of Directors shall convene a meeting of the Members within each Neighborhood. The presence in person, or by proxy, of fifty-one percent (51%) of the Members at a Neighborhood Meeting shall constitute a quorum. At the first meeting and each yearly meeting thereafter, the Members will elect a Neighborhood Committee for purposes of conducting Neighborhood Meetings. After the first Neighborhood Meeting, the Neighborhood Committee shall annually convene a meeting for the purpose of electing a successor Neighborhood Committee. If the Neighborhood has a Neighborhood Association, the Board of Directors of the Neighborhood Association shall act as the Neighborhood Committee for that Neighborhood.

The number of members on each Neighborhood Committee shall not be less than three (3) nor more than five (5). The Neighborhood Committee shall advise the Board of Directors on matters affecting that Neighborhood. The Neighborhood Committee shall be advisory only and shall have no power to act on behalf of the Association, the Members, or the Owners of the Units within that Neighborhood. Prior to the election of a Neighborhood Committee, the Developer shall act as the Neighborhood Committee for all Neighborhoods.

Section 2. Neighborhood Budget. The Neighborhood Committee shall, a minimum of ninety (90) days prior to the beginning of a fiscal year, submit a budget for Neighborhood Expenses to the Board of Directors each year detailing Neighborhood Expenses.

ARTICLE XI
Discipline

Section 1. Enforcement. The Board of Directors shall have the power to impose reasonable fines, not to exceed Fifty Dollars (\$50.00) per violation, which shall constitute an automatic and continuing lien upon the Lot of the violating Owner, to preclude contractors, subcontractors, agents and other invitees of an Owner or occupant from Venetia for violation of any duty imposed under the Declaration, these Bylaws or the Rules and Regulations; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from the Owner's Lot. In the event that any occupant of a Lot violates the Declaration, these Bylaws, or the Rules and Regulations, and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association. Fines are considered User Assessments. The failure of the Board of Directors to enforce any provision of the Declaration or Bylaws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

Section 2. Notice. Prior to imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the accused with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within ten (10) days of the notice.

Section 3. Hearing. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before a committee comprised of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister or an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

Section 4. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration, these Bylaws, or the Rules and Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Association.

ARTICLE XII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall commence upon the first (1st) day of January and conclude on the thirty-first (31st) day of December.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including without limitation checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills, and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association.

Section 3. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Section 7 below.

Section 4. Reserve Accounts. The Association may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Property.

Section 5. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices as set forth in Section 7 below. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy of the annual budget or notice regarding availability must be provided within fifteen (15) days prior to the beginning of the fiscal year.

Section 6. Fidelity Bonds. The Association shall, if available at a reasonable cost, purchase blanket fidelity bonds for all directors, officers and employees of the Association and for any management agent who controls or disburses funds of the Association and any contractor handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds.

- (a) Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond.
- (b) The premiums for bonds shall be paid by the Association.
- (c) The fidelity bonds shall cover the maximum funds that will be in the custody of directors, officers or employees of the Association, or a management agent, at any time while the bonds are in force.
- (d) Each bond shall include a provision requiring ten (10) days' written notice to the Association before the bond can be canceled or substantially modified for any reason.

Section 7. Accounts and Reports. The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise:

- (a) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;

- (d) no remuneration shall be accepted by a manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;
- (e) any financial or other interest which a manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) commencing at the end of the month in which the first Lot is sold, financial reports shall be prepared for the Association at least annually containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis (excluding depreciation and amortization);
 - (ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iii) a balance sheet as of the last day of the preceding period; and
 - (iv) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (an Assessment shall be considered delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors).
- (g) an annual report consisting of at least the following shall be distributed to all Members within sixty (60) days after the close of the fiscal year; (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year;
- (h) accounting records of the Association shall be maintained for at least seven (7) years after the date of the records.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other members of the Board of Directors or officers of the Association as may be designated by resolution of the Board of Directors.

Section 9. Books and Records.

- (a) **Inspection by Owners and Mortgagees.** The Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Supplements, Amendments

to the Declaration, minutes of meetings of the Members, the Board of Directors, and committees; current insurance policies, association contracts, and copies of plans, permits, warranties, and other items provided by the Developer, shall be made available for inspection and copying by any Mortgagee, Owner, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as an Owner, at the office of the Association. Such records shall include a record of receipts and expenditures and accounts for each Owner, which accounts shall designate the names and addresses of the Owners, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Accounts of Owners shall only be available for inspection by the Board of Directors, the officers and the Owner or such Owner's Mortgagee, unless otherwise required by law. Minutes of grievance hearings will not be released to any Person other than the Person subject to the disciplinary action. Books and records of the Association may be kept at the Association office at the Properties or off-site at the office designated by the Developer. Books and records of the Association shall be maintained for a period of at least seven (7) years after the date of the books and records.

- (b) Rules for Inspection. The association shall make the foregoing records available for inspection and/or copying within ten (10) business days after written request for inspection. The Board of Directors may establish reasonable rules with respect to:
 - (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when an inspection may be made; and
 - (iii) payment of the cost of reproducing copies of documents requested.
- (c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 10. Insurance. The Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration to protect the interests of the Association and the Owners.

ARTICLE XIII
Miscellaneous

Section 1. Parliamentary Rules. *Robert's Rules of Order* (then current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 2. Construction. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and/or these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 3. Validity. If any Bylaw or Rule or Regulation is adjudicated to be invalid, such fact shall not affect the validity of any other Bylaw or Rule or Regulation.

Section 4. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

- (a) if to an Owner or Member, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of the Owner or Member; or
- (b) if to the Association, the Board of Directors, or the Manager, at the principal office of the Association or the Manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

Section 5. Amendments. Until Turnover, the Developer may amend these Bylaws in its sole and absolute discretion. Prior to Turnover, the Class "A" Members shall have no right to amend these Bylaws. After Turnover, amendments to these Bylaws shall require the affirmative vote of a majority of the Board of Directors. However, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Amendments to the Bylaws shall be recorded in the Public Records of Sarasota County, Florida.

Section 6. Rules and Regulations. The Association, through the Board of Directors, may adopt Rules and Regulations consistent with the rights and duties established by the Declaration. The Rules and Regulations as amended, duly adopted by the Board of Directors, shall by reference be incorporated herein.

**CONSENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR VENETIA**

The undersigned, being the holder of one or more mortgages which encumber the property described in the Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Master Declaration"), to which this Consent is attached, hereby consents to the Master Declaration, and agrees that any mortgage held by the undersigned encumbering the property described in the Master Declaration is subject and subordinate to the terms and provisions of the Master Declaration.

Witnesses:

Sign *S. Reilly*
Print S. REILLY

Sign *Kathleen L. Favorite*
Print KATHLEEN L. FAVORITE

FLORIDA COMMUNITY BANK

By *[Signature]*
Print THOMAS S. JUNKER
Its PRESIDENT - CHARLOTTE COUNTY

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 8th day of July, 1998, by THOMAS S. JUNKER, as PRESIDENT - CHARLOTTE COUNTY of FLORIDA COMMUNITY BANK, on behalf of said bank. He or she is personally known to me or produced N/A as identification.

NOTARY PUBLIC



S. Reilly
MY COMMISSION # CC706703 EXPIRES
April 28, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

(SEAL)

Sign *S. Reilly*
Print S. REILLY

My Commission Expires:

**CONSENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR VENETIA**

The undersigned, being the holder of one or more mortgages which encumber the property described in the Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Master Declaration"), to which this Consent is attached, hereby consents to the Master Declaration, and agrees that any mortgage held by the undersigned encumbering the property described in the Master Declaration is subject and subordinate to the terms and provisions of the Master Declaration.

Witnesses:

J & J HOMES, INC., a Florida corporation

Sign Margaret A. Honn
Print MARGARET A. HONN

By Jacques Cloutier, as President

Sign Michelle Cloutier
Print Michelle Cloutier

**STATE OF FLORIDA
COUNTY OF SARASOTA**

2nd I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 2nd day of July, 1998, by Jacques Cloutier, as President of J & J HOMES, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or produced as identification.



(SEAL)

My Commission Expires:

NOTARY PUBLIC

Sign Margaret A. Honn
Print MARGARET A. HONN

Return to:

✓ This Instrument Prepared By:
Margaret S Frook, Esquire
BOONE, BOONE, BOONE, HINES & KODA, P.A.
P O Box 1596
Venice, Florida 34284

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2001036803 3 PGS

2001 MAR 21 01:43 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#026213



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2001036803 3 PGS

2001 MAR 21 01:43 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#026213

**SECOND SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, VENETIAN DEVELOPMENT, INC , (the "Developer") is the developer of the Subdivision subject to the Declaration, and

WHEREAS, Article IX, Section 1, of the Declaration permits Developer to make additional lands subject to the Declaration without the consent of the Members;

NOW, THEREFORE, Developer amends the Declaration, as follows

The property described on Exhibit "A" attached hereto is hereby made subject to the Declaration and to the jurisdiction of the Association. Such property shall be included in the Properties as such term is defined in the Declaration

IN WITNESS WHEREOF, Developer has set its hand and seal this 16th day of October, 2000

Witnesses.

Sign Katie N. Bullock
Print Katie N. Bullock

Sign Margaret S Frook
Print MARGARET S. FROOK

VENETIAN DEVELOPMENT, INC., a
Florida corporation

By Thomas H Taylor, Jr
Thomas H Taylor, Jr, as President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 16th day of October, 2000, by Thomas H Taylor, Jr., as President of **VENETIAN DEVELOPMENT, INC., a Florida corporation**, on behalf of the corporation, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sign Margaret S. Froom
Print MARGARET S. FROOM

(SEAL)

My Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION:

A parcel of land lying within the North 1/2 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34 (being the basis of bearings for this description), a distance of 2651.09 feet to the Southeast corner of said Northeast 1/4 of Section 34; thence S00°17'43"W, along the East line of the Southeast 1/4 of said Section 34, a distance of 1308.29 feet to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 34, same also being the Northeast corner of Circle Woods at Venice a Condominium, Section 2, as recorded in Condominium Plat Book 7, page 18 of the public records of Sarasota County, Florida; thence N89°38'32"W, along the South line of the North 3/4 of said Section 34, same also being the North line of said Circle Woods at Venice a Condominium, Section 2 and the North line of Hourglass Lake Estates, as recorded in Plat Book 25, page 45 of the public records of Sarasota County, Florida, and the North line of Hourglass Lake Estates-Phase Two, as recorded in Plat Book 28, page 45 of the public records of Sarasota County, Florida respectively, same also being the Easterly extension of the South line of Venetia - Phase 2, as recorded in Plat Book 40, page 46 of the public records of Sarasota County, Florida, and the South line of said Venetia - Phase 2, and the South line of Venetia - Phase 1A, as recorded in Plat Book 40, page 1 of the public records of Sarasota County, Florida, respectively, a distance of 4326.36 feet to the point of intersection with the Northeastly right-of-way line of State Road 776 (Englewood Road), according to Official Records Book 2595, page 153 of the public records of Sarasota County, Florida, same also being the Southwest corner of said Venetia - Phase 1A; thence the following three (3) courses along said Northeastly right-of-way line of State Road 776 (Englewood Road), same also being the Southwestly line of said Venetia - Phase 1A; (1) thence N32°49'55"W, a distance of 8.93 feet; (2) thence N19°18'27"W, a distance of 34.21 feet; (3) thence N32°49'55"W, a distance of 724.48 feet to the point of intersection with the Easterly right-of-way line of Jacaranda Boulevard, according to Official Records Book 1840, page 901 of the public records of Sarasota County, Florida, same also being the most Westerly corner of said Venetia - Phase 1A; thence N57°10'05"E, along said Easterly right-of-way line of Jacaranda Boulevard, same also being the Westerly line of said Venetia - Phase 1A, a distance of 495.66 feet to the point of curvature of a curve concave Northwestly, thence continue along said Easterly right-of-way line of Jacaranda Boulevard, same also being said Westerly line of Venetia - Phase 1A, Northeastly along the arc of said curve, having a radius of 1010.00 feet, a central angle of 64°03'30", an arc length of 1129.21 feet, and a chord bearing N25°08'20"E for 1071.31 feet, to the Northwest corner of said Venetia - Phase 1A, same also being the POINT OF BEGINNING, thence the following three (3) courses along said Easterly right-of-way line of Jacaranda Boulevard; (1) thence continue Northerly along the arc of said curve, having a radius of 1010.00 feet, a central angle of 08°08'46", an arc length of 143.60 feet, and a chord bearing N10°57'48"W for 143.48 feet to the point of tangent; (2) thence N18°02'11"W, a distance of 508.69 feet to the point of curvature of a curve concave Easterly; (3) thence Northerly along the arc of said curve, having a radius of 1120.00 feet, a central angle of 18°29'42", an arc length of 361.53 feet, and a chord bearing N05°47'20"W for 359.97 feet, to the point of intersection with a non-tangent line; thence leaving said Easterly right-of-way line at Jacaranda Boulevard, S89°38'14"E, a distance of 260.03 feet; thence S00°21'46"W, a distance of 143.18 feet; thence N79°53'58"E, a distance of 62.52 feet; thence S54°02'41"E, a distance of 59.34 feet; thence N88°40'56"E, a distance of 34.10 feet; thence S84°48'08"E, a distance of 34.26 feet; thence N83°04'52"E, a distance of 45.60 feet; thence N57°52'20"E, a distance of 42.42 feet; thence S79°58'49"E, a distance of 37.84 feet; thence S42°27'08"E, a distance of 23.79 feet; thence N47°44'45"E, a distance of 88.62 feet; thence S76°56'32"E, a distance of 60.59 feet; thence N71°36'33"E, a distance of 31.43 feet; thence S23°17'09"E, a distance of 19.30 feet; thence S56°44'35"E, a distance of 120.42 feet; thence S35°57'35"E, a distance of 83.78 feet; thence S21°30'18"W, a distance of 227.35 feet; thence S89°38'14"E, a distance of 174.54 feet; thence N00°21'46"E, a distance of 481.66 feet; thence S89°38'14"E, a distance of 458.06 feet; thence S12°16'23"W, a distance of 572.32 feet; thence S26°18'38"W, a distance of 22.91 feet; thence S13°24'50"W, a distance of 42.67 feet; thence S04°31'24"W, a distance of 12.90 feet; thence S11°00'41"W, a distance of 26.49 feet; thence N83°41'32"W, a distance of 14.35 feet to the point of intersection with a non-tangent curve, concave Northwestly, thence Southwestly along the arc of said curve, with a radial bearing of S76°50'29"E, having a radius of 166.00 feet, a central angle of 19°14'24", an arc length of 55.74 feet, and a chord bearing S22°46'43"W for 55.48 feet to the most Northerly corner of aforesaid Venetia-Phase 2, thence the following four (4) courses along the Westerly line of said Venetia-Phase 2; (1) thence continue Southwestly along the arc of said curve, having a radius of 166.00 feet, a central angle of 40°34'56", an arc length of 117.58 feet, and a chord bearing S52°41'22"W for 115.13 feet to the point of intersection with a non-tangent line, (2) thence S40°28'43"W, a distance of 149.89 feet; (3) thence S22°22'29"W, a distance of 35.78 feet; (4) thence S00°21'46"W, a distance of 319.64 feet to the Southwest corner of lot 222, said Venetia-Phase 2, same also being the point of intersection with a Northerly line of aforesaid Venetia-Phase 1A; thence the following three (3) courses along said Northerly line of Venetia-Phase 1A, (1) thence leaving said Westerly line of Venetia-Phase 2, N73°32'11"W, a distance of 124.90 feet; (2) thence N46°26'03"W, a distance of 54.87 feet; (3) thence N73°32'11"W, a distance of 124.90 feet to the Southeast corner of Tract 301, said Venetia-Phase 1A, thence N00°21'46"E, along an Easterly line of said Venetia-Phase 1A, a distance of 141.17 feet to the Northeast corner of said Tract 301, Venetia-Phase 1A, thence the following three (3) courses along a Northerly line of said Venetia-Phase 1A, (1) thence N89°38'14"W, a distance of 289.91 feet to the point of intersection with a non-tangent curve, concave Northerly, (2) thence Westerly along the arc of said curve, with a radial bearing of S32°38'30"W, having a radius of 166.00 feet, a central angle of 64°46'51", an arc length of 187.69 feet, and a chord bearing N89°44'56"W for 177.85 feet; (3) thence N89°38'14"W, a distance of 105.81 feet to the POINT OF BEGINNING.

Containing 1,108,018 square feet, or 25.437 acres, more or less

This Instrument Prepared By
Margaret S Frook, Esquire
BOONE, BOONE, BOONE, HINES & KODA, P.A
P O Box 1596
Venice, Florida 34284

**THIRD SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, VENETIAN DEVELOPMENT, INC , (the "Developer") is the developer of the Subdivision subject to the Declaration; and

WHEREAS, Article IX, Section 1, of the Declaration permits Developer to make additional lands subject to the Declaration without the consent of the Members; and

NOW, THEREFORE, Developer amends the Declaration, as follows.

The property described on Exhibit "A" attached hereto is hereby made subject to the Declaration and to the jurisdiction of the Association. Such property shall be included in the Properties as such term is defined in the Declaration.

IN WITNESS WHEREOF, Developer has set its hand and seal this 16th day of October, 2000.

Witnesses.

VENETIAN DEVELOPMENT, INC , a
Florida corporation

Sign Kate N. Bullock
Print Kate N. Bullock

By Thomas H Taylor, Jr
Thomas H Taylor, Jr , as President

Sign Margaret S Frook
Print MARGARET S. FROOK

301 Paula

2001013154

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 14th day of October, 2000, by Thomas H Taylor, Jr , as President of **VENETIAN DEVELOPMENT, INC., a Florida corporation**, on behalf of the corporation, who is personally known to me or produced _____ as identification

NOTARY PUBLIC

Sign Margaret S Frook
Print MARGARET S. FROOK

(SEAL)


My Commission Expires



**CONSENT TO THIRD SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**


The undersigned, being the holder of one or more mortgages which encumber the property described in the Third Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Venetia, to which this Consent is attached, hereby consents to the Supplemental Declaration, and agrees that any mortgage held by the undersigned encumbering the property described in Exhibit "A" attached hereto is subject and subordinate to the terms and provisions of the Declaration

Witnesses

Sign 
Print Kevin B. Lingard

Sign 
Print S. Reilly

FLORIDA COMMUNITY BANK

By 
Thomas S. Junker,
As President - Charlotte County

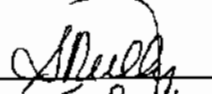
**STATE OF FLORIDA
COUNTY OF CHARLOTTE**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 12th day of October, 2000, by Thomas S. Junker, as President - Charlotte County of FLORIDA COMMUNITY BANK, on behalf of said bank. He is personally known to me or produced n/a as identification.

NOTARY PUBLIC



S. Reilly
MY COMMISSION # CC706703 EXPIRES
April 28, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

Sign 
Print S. Reilly

(SEAL)

My Commission Expires

**CONSENT TO THIRD SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

The undersigned, being the holder of one or more mortgages which encumber the property described in the Third Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Venetia, to which this Consent is attached, hereby consents to the Supplemental Declaration, and agrees that any mortgage held by the undersigned encumbering the property described in Exhibit "A" attached hereto is subject and subordinate to the terms and provisions of the Declaration.

Witnesses:

FIRST SOUTH BANK

Sign

Print

Diana Ochoa
DIANA OCHOA

By

Print

Diane H. Wagner
DIANE H. WAGNER
Title SENIOR VICE-PRESIDENT

Sign

Print

Sarian M. Duguid
SARIAN M. DUGUID

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 16th day of October, 2000, by DIANE H. WAGNER, as SENIOR VICE-PRESIDENT of FIRST SOUTH BANK, on behalf of said bank. He/she is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sign

Print

Janet Taylor
JANET TAYLOR

(SEAL)

My Commission Expires:



11/5/25/00/341
719-3525

**CONSENT TO THIRD SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

The undersigned, being the owner of a portion of the property described in the Third Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Venetia, to which this Consent is attached, hereby consents to the Supplemental Declaration, and agrees that the property owned by the undersigned described in Exhibit "A" attached is subject to and subordinate to the terms and provisions of the Declaration.

Witnesses:

Sign *Judith L. Gurth*
Print JUDITH L. GURTH

Frank T. Buscheck
Frank T. Buscheck

Sign *Margaret R. Brigham*
Print MARGARET R. BRIGHAM

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 12th day of October, 2000, by FRANK T. BUSCHECK. He is personally known to me or produced FL Driver License as identification.

NOTARY PUBLIC



Margaret R. Brigham
Commission # 00899559
Expires Jan. 22, 2004
Bonded Thru
Atlantic Bonding Co., Inc

(SEAL)

Sign *Margaret R. Brigham*
Print MARGARET R. BRIGHAM

My Commission Expires: 1/22/04

EXHIBIT "A"

LEGAL DESCRIPTION:

A REPLAT OF LOT 341 AND A PORTION OF TRACT 201, VENETIA - PHASE 1 A, AS RECORDED IN PLAT BOOK 40, PAGE 1, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF REVERSE CURVE IN THE CENTERLINE OF THE PRIVATE RIGHT-OF-WAY OF BELLA TERRA, ACCORDING TO THE PLAT OF VENETIA - PHASE 1 A, AS RECORDED IN PLAT BOOK 40, PAGE 1, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT BEING THAT POINT OF REVERSE CURVE LYING WEST OF LOT 341, SAID VENETIA - PHASE 1 A: THENCE N88°34'39"E, FOR 20.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY PRIVATE RIGHT-OF-WAY OF SAID BELLA TERRA, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE WESTERLY, SAME ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID EASTERLY PRIVATE RIGHT-OF-WAY LINE OF BELLA TERRA, ALONG THE ARC OF SAID CURVE WITH A RADIAL BEARING OF S88°34'39"W, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 11°41'47", AN ARC LENGTH OF 21.44 FEET, AND A CHORD BEARING N07°16'14"W FOR 21.40 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAME ALSO BEING THE NORTHWEST CORNER OF AFORESAID LOT 341; THENCE LEAVING SAID EASTERLY PRIVATE RIGHT-OF-WAY LINE OF BELLA TERRA, N76°52'52"E, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 341, FOR 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 341; THENCE S13°07'08"E, FOR 35.19 FEET; THENCE S07°52'18"E, FOR 45.24 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF SAID LOT 341; THENCE S77°29'20"W, ALONG SAID EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF LOT 341, AND THE SOUTH BOUNDARY LINE OF SAID LOT 341, RESPECTIVELY, FOR 124.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 341, SAME ALSO BEING A POINT ON AFORESAID EASTERLY PRIVATE RIGHT-OF-WAY LINE OF BELLA TERRA, SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID EASTERLY PRIVATE RIGHT-OF-WAY OF BELLA TERRA, ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING OF N77°29'20"E, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 11°05'19", AN ARC LENGTH OF 58.06 FEET, AND A CHORD BEARING N06°58'00"W, FOR 57.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.839 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002030416 2 PGS
2002 FEB 22 04:06 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#139598

Return
This Instrument Prepared By
Margaret S. Frook, Esquire 056
BOONE, BOONE, BOONE, HINES & KODA, P A
P O Box 1596
Venice, Florida 34284



**FOURTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended, and

WHEREAS, FOURTH QUARTER PROPERTIES XXXIII, LLC, as successor in interest to Venetian Development, Inc. (the "Developer") is the developer of the Subdivision subject to the Declaration, and

WHEREAS, Article XVII, Section 2, of the Declaration permits Developer to make amendments the Declaration without the consent of the Members prior to the Turnover Date, and

WHEREAS, the Turnover Date has not yet occurred,

NOW, THEREFORE, Developer amends the Declaration, as follows

Article XIV, Section 2(b) shall be amended to read as follows

(b) Prohibited Vehicles Commercial vehicles, vehicles with commercial writing on their exteriors or commercial equipment visible, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted except within enclosed garages. For purposes of this Section, a vehicle shall be conclusively deemed "stored" if it is covered with a tarpaulin and remains so covered for fourteen (14) consecutive days without the prior approval of the Board of Directors. This Section shall not apply to any commercial vehicles providing temporary service or making deliveries to or on behalf of the Association or the Developer or their designees.

Notwithstanding anything to the contrary in this paragraph, and to further clarify, a recreational vehicle or motor home may be parked in the driveway for a period not longer than 24 hours for loading or unloading purposes only in connection with a trip, not to exceed eight (8) trips per year per Owner. For purposes of this paragraph, "trip" shall mean one 24-hour period to load prior to travel, and one 24-period to unload upon returning. Under no circumstances shall any two or more 24-hour periods run consecutively.

IN WITNESS WHEREOF, Developer has set its hand and seal this ____ day of February, 2002

Witnesses

FOURTH QUARTER PROPERTIES
XXXIII, LLC, a Georgia limited liability
company

Sign Cheryl G Edwards
Print Cheryl G Edwards

By Stanley E Thomas
Stanley E. Thomas, as Manager

Sign G Lamar Maddox
Print G Lamar Maddox

STATE OF GEORGIA
COUNTY OF COBB

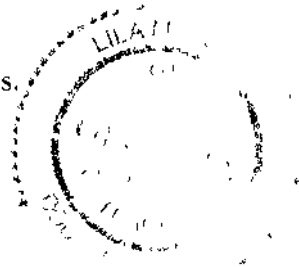
I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 13 day of February, 2002, by Stanley E. Thomas, as Manager of FOURTH QUARTER PROPERTIES XXXIII, LLC, on behalf of the company. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sign Lila M Echols
Print LILA M. ECHOLS

(SEAL)

My Commission Expires.



1 0080 m.mtd4

F:\93\02

Filed 7-1-02
This Instrument Prepared By.
Margaret S. Frook, Esquire
BOONE, BOONE, BOONE, HINES & KODA, P.A.
P.O. Box 1596
Venice, Florida 34284

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002074345 5 PGS
2002 MAY 07 04:25 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt #167998

**FIFTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**



WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, FOURTH QUARTER PROPERTIES XXXIII, LLC, as successor in interest to Venetian Development, Inc., (the "Developer") is the developer of the Subdivision subject to the Declaration; and

WHEREAS, Article IX, Section 1, of the Declaration permits Developer to make additional lands subject to the Declaration without the consent of the Members,

NOW, THEREFORE, Developer amends the Declaration, as follows

The property described on Exhibit "A" attached hereto is hereby made subject to the Declaration and to the jurisdiction of the Association. Such property shall be included in the Properties as such term is defined in the Declaration

IN WITNESS WHEREOF, Developer has set its hand and seal this 7 day of April, 2002

Witnesses:

Sign Lila M Echols
Print LILA M ECHOLS
Sign G. Lamar Maddox
Print G. Lamar Maddox

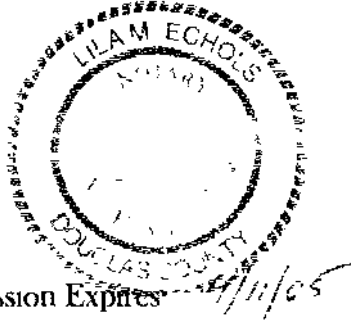
FOURTH QUARTER PROPERTIES
XXXIII, LLC, a Georgia limited liability
company

By Stanley E. Thomas
Stanley E. Thomas, as Manager

STATE OF GEORGIA

COUNTY OF COBB

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this
7 day of April, 2002, by Stanley E. Thomas, as Manager of FOURTH QUARTER
PROPERTIES XXXIII, LLC, on behalf of the company He is personally known to me or
produced _____ as identification



(SEAL)

NOTARY PUBLIC

Sign

Print

Lilam Echols
LILAM ECHOLS

f 4090-mamd5

769-8368

**MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

The undersigned, being the holder of one or more mortgages which encumber the property described in the Fifth Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Venetia, to which this Consent is attached, hereby consents to the Supplemental Declaration, and agrees that any mortgage held by the undersigned encumbering the property described in Exhibit "A" attached hereto is subject and subordinate to the terms and provisions of the Declaration

Witnesses

Sign [Signature]
Print _____
Sign [Signature]
Print Lesli K. Madaika

AMERICAN BANK

By [Signature]
Print Christopher W. Mayne II
Title Sr. Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 18 day of April, 2002, by Christopher W. Mayne II, as Sr. VP of AMERICAN BANK, on behalf of said bank. He/she is personally known to me or produced N/A as identification

NOTARY PUBLIC

(SEAL)

My Commission Expires

Sign [Signature]
OFFICIAL NOTARY SEAL
LESLEI KAY MADAIKA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC819265
MY COMMISSION EXP APR 11, 2003

BEING A SUBDIVISION OF LAND LYING WITHIN THE NORTH 3/4 OF SECTION 34,

RECORDERS MEMO. Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received

Exhibit "A"

LEGAL DESCRIPTION:

Being a subdivision of land lying within the North 3/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34 (being the basis of bearings for this description), for 1,609.57 feet to the POINT OF BEGINNING; Thence continue along said East boundary line of the Northeast 1/4, S00°17'49"W, for 1,041.42 feet to the Southeast corner of said Northeast 1/4 of Section 34; thence S00°17'43"W, along the East line of the Southeast 1/4 of said Section 34, a distance of 1308.29 feet to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 34, same also being the Northeast corner of Circle Woods of Venice a Condominium, Section 2, as recorded in Condominium Plat Book 7, page 18 of the public records of Sarasota County, Florida; thence N89°38'32"W, along the South line of the North 3/4 of said Section 34, same also being the North line of said Circle Woods of Venice a Condominium, same also being the Easterly extension of the South line of Venetia - Phase 2, as recorded in Plat Book 40, page 46 of the public records of Sarasota County, Florida, a distance of 1357.47 feet to the Southeast corner of said Venetia - Phase 2; thence leaving said South line of the North 3/4 of Section 34, along the Easterly line of said Venetia - Phase 2 the following ten (10) courses: (1) thence N00°21'28"E, for 145.00 feet; (2) thence N57°25'17"E, for 73.57 feet; (3) thence N00°21'28"E, for 120.00 feet; (4) thence N20°41'08"E, for 285.58 feet; (5) thence N40°18'38"W, for 120.00 feet; (6) thence N84°47'41"W, for 58.27 feet; (7) thence N35°53'31"W, for 120.00 feet to the point of intersection with a non-tangent curve, concave Northwesterly; (8) thence Northwesterly along the arc of said curve, from a radial bearing of S35°53'31"E, having a radius of 410.00 feet, a central angle of 21°33'37", an arc length of 154.28 feet, and a chord bearing N43°19'40"E for 153.37 feet, to the point of tangency; (9) thence N32°32'52"E, for 86.56 feet; (10) thence N57°27'08"W, for 343.27 feet; thence leaving said Easterly line of said plat of Venetia - Phase 2, N41°31'14"E, for 121.49 feet; thence N27°09'32"E, for 40.18 feet; thence N32°32'52"E, for 120.00 feet; thence S57°27'08"E, for 327.63 feet to the point of intersection with a non-tangent curve, concave Westerly; thence Northerly along the arc of said curve, from a radial bearing of S61°16'19"E, having a radius of 210.00 feet, a central angle of 55°31'42", an arc length of 203.52 feet, and a chord bearing N00°57'50"E for 195.65 feet, to the point of tangency; thence N26°48'01"W, for 483.93 feet; thence N63°11'59"E, for 282.75 feet to the point of curvature of a curve concave Northwesterly; thence Northwesterly along the arc of said curve, having a radius of 495.00 feet, a central angle of 11°53'32", an arc length of 102.74 feet, and a chord bearing N57°15'12"E for 102.56 feet to the point of intersection with a non-tangent line; thence N41°59'05"W, for 33.64 feet; thence N53°06'16"E, for 129.14 feet; thence N21°52'05"E, for 45.92 feet; thence N49°35'19"E, for 120.00 feet to the POINT OF BEGINNING.

Containing 2,000,000 square feet or 64.395 acres, more or less.

LEGAL DESCRIPTION:

Being a subdivision of land lying within the North 3/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34 (being the basis of bearings for this description), for 168.41 feet to the point of intersection with the South Right-of-Way line of State Road 45 (US 41), as recorded in Road Plat Book 1, Page 114K of the Public Records of Sarasota County, Florida, same also being the POINT OF BEGINNING, thence leaving said South Right-of-Way line of State Road 45 (US 41), continue S00°17'49"W, along said East line of the Northeast 1/4, for 1,441.26 feet, thence leaving said East line of the Northeast 1/4 of Section 34, S81°21'02"W, for 805.21 feet; thence S48°35'19"W for 120.00 feet, thence S21°52'05"W, for 45.92 feet; thence S53°05'16"W, for 129.14 feet, thence S41°59'05"E, for 33.64 feet to the point of intersection with a non-tangent curve, concave Northwesternly; thence Southwesternly along the arc of said curve, from a radial bearing of S38°41'34"E, having a radius of 495.00 feet, a central angle of 11°53'32", an arc length of 102.74 feet, and a chord bearing S57°15'12"W for 102.56 feet, to the point of tangency, thence S63°11'59"W, for 282.75 feet; thence S26°48'01"E, for 483.93 feet to the point of curvature of a curve concave Westernly; thence Southerly along the arc of said curve, having a radius of 210.00 feet, a central angle of 55°31'42", an arc length of 203.52 feet, and a chord bearing S00°57'50"W for 195.65 feet to the point of intersection with a non-tangent line, thence N57°27'08"W, for 327.63 feet, thence S32°32'52"W, for 120.00 feet; thence S27°09'32"W, for 40.18 feet, thence S41°31'14"W, for 121.49 feet to the point of intersection with the Easterly boundary of VENETIA - PHASE 2, as recorded in Plat Book 40, page 46 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northwesternly; thence along said Easterly boundary of VENETIA - PHASE 2 the following six (6) courses, (1) thence Southwesternly along the arc of said curve, from a radial bearing of S44°49'00"E, having a radius of 640.00 feet, a central angle of 06°48'13", an arc length of 76.00 feet, and a chord bearing S48°35'07"W for 75.95 feet, to the point of tangency; (2) thence S51°59'13"W, for 20.61 feet; (3) thence N38°00'47"W, for 120.00 feet; (4) thence N46°03'37"W, for 50.50 feet; (5) thence N38°00'47"W, for 120.00 feet; (6) thence N48°36'50"W, for 1,350.57 feet to the point of intersection with the Easterly boundary of VENETIA - PHASE 1B, as recorded in Plat Book 42, Page 5 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northwesternly, thence along said Easterly boundary of VENETIA - PHASE 1B the following seven (7) courses, (1) thence leaving said Easterly boundary of VENETIA - PHASE 2, Northeasternly along the arc of said curve, from a radial bearing of S57°36'05"E, having a radius of 165.00 feet, a central angle of 19°14'24", an arc length of 55.74 feet, and a chord bearing N22°46'43"E for 55.48 feet, to the point of intersection with a non-tangent line; (2) thence S83°41'32"E, for 14.35 feet; (3) thence N11°00'41"E, for 26.49 feet; (4) thence N04°31'24"E, for 12.90 feet; (5) thence N13°24'50"E, for 42.67 feet; (6) thence N26°18'38"E, for 22.91 feet; (7) thence N12°16'23"E, for 572.32 feet; thence leaving said Easterly line of VENETIA - PHASE 1B, S43°57'26"E, for 151.70 feet; thence S89°38'14"E, for 254.89 feet; thence S74°52'20"E, for 267.62 feet; thence S89°38'14"E, for 40.00 feet; thence S00°21'46"W, for 282.32 feet; thence S89°38'14"E, for 120.00 feet, thence N89°34'04"E, for 776.70 feet; thence S83°48'39"E, for 120.00 feet; thence N06°11'21"E, for 480.86 feet to the point of curvature of a curve concave Southeasternly; thence Northeasternly along the arc of said curve, having a radius of 200.00 feet, a central angle of 42°31'53", an arc length of 148.46 feet, and a chord bearing N27°27'18"E for 145.08 feet to the point of tangency; thence N48°43'14"E, for 319.64 feet; thence N22°09'20"E, for 55.90 feet; thence N48°43'14"E, for 124.65 feet to the point of curvature of a curve concave Westernly, thence Northernly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°00'00", an arc length of 15.71 feet, and a chord bearing N03°43'14"E for 14.14 feet to the point of tangency; thence N41°16'46"W, for 91.96 feet to the point of curvature of a curve concave Southwesternly; thence Northwesternly along the arc of said curve, having a radius of 150.00 feet, a central angle of 29°27'58", an arc length of 77.14 feet, and a chord bearing N56°00'45"W for 76.29 feet to a point of reverse curvature of a curve concave Northeasternly; thence Northwesternly along the arc of said curve, having a radius of 250.00 feet, a central angle of 71°07'39", an arc length of 310.35 feet, and a chord bearing N35°10'54"W for 290.80 feet, to the point of tangency, thence N00°22'56"E, for 34.37 feet to the point of curvature of a curve concave Southwesternly; thence Northwesternly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°01'26", an arc length of 15.71 feet, and a chord bearing N44°37'47"W for 14.15 feet, to the point of cusp, same also being the point of intersection with said South Right-of-Way line of State Road 45 (US 41); thence along said South Right-of-Way line of State Road 45 (US 41), S89°38'30"E, for 797.08 feet to the POINT OF BEGINNING.

Containing 3,033,839 square feet or 69.647 acres, more or less

Exhibit "A"

RECORDERS MEMO. Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

This Instrument Prepared By:
Margaret S. Froom, Esquire
BOONE, BOONE, BOONE, HINES & KODA, P.A.
P.O. Box 1596
Venice, Florida 34284

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002120103 5 PGS
2002 JUL 24 02:49 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#196955

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002120320 5 PGS
2002 JUL 24 04:17 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#196955

**CORRECTIVE
FIFTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**



WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, FOURTH QUARTER PROPERTIES XXXIII, LLC, as successor in interest to Venetian Development, Inc., (the "Developer") is the developer of the Subdivision subject to the Declaration; and

WHEREAS, Article IX, Section 1, of the Declaration permits Developer to make additional lands subject to the Declaration without the consent of the Members;

NOW, THEREFORE, Developer amends the Declaration, as follows:

The property described on Exhibit "A" attached hereto is hereby made subject to the Declaration and to the jurisdiction of the Association. Such property shall be included in the Properties as such term is defined in the Declaration.

**THIS CORRECTIVE INSTRUMENT IS BEING RECORDED TO CORRECT
SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTION CONTAINED IN THE
AMENDMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT #2002074345,
PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.**

3rd Board Records

OFFICIAL RECORDS INSTRUMENT # 2002120103 5 002

IN WITNESS WHEREOF, Developer has set its hand and seal this 15th day of July, 2002.

Witnesses:

FOURTH QUARTER PROPERTIES
XXXIII, LLC, a Georgia limited liability
company

Sign Catherine M. Williams
Print Catherine M. Williams

By Bruce Williams
Bruce Williams, as Authorized
Representative

Sign John K. Harvey, Jr.
Print John K. Harvey, Jr.

STATE OF GEORGIA
COUNTY OF FULTON

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 15th day of July, 2002, by Bruce Williams, as the Authorized Representative of **FOURTH QUARTER PROPERTIES XXXIII, LLC**, on behalf of the company. He is personally known to me or produced _____ as identification.

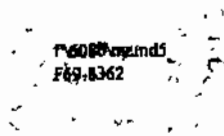
NOTARY PUBLIC

Sign Kandie Ross
Print Kandie Ross

(SEAL)

My Commission Expires:

May 17, 2003



CONSENT TO FIFTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA

The undersigned, being the holder of one or more mortgages which encumber the property described in the Fifth Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Venetia, to which this Consent is attached, hereby consents to the Supplemental Declaration, and agrees that any mortgage held by the undersigned encumbering the property described in Exhibit "A" attached hereto is subject and subordinate to the terms and provisions of the Declaration

Witnesses

Sign [Signature]
Print John V. Aquilino
Sign [Signature]
Print ROBERT S. LOGUE

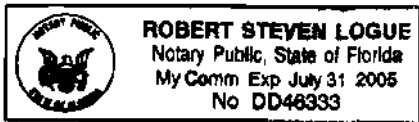
AMERICAN BANK

By [Signature]
Print Christopher W. Maxwell
Title Sr. Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 11 day of July, 2002, by CHRISTOPHER MAXWELL, as SR VICE PRES of AMERICAN BANK, on behalf of said bank. He/she is personally known to me or produced _____ as identification

NOTARY PUBLIC



(SEAL)

My Commission Expires

Sign [Signature]
Print ROBERT S. LOGUE

BEING A SUBDIVISION OF LAND LYING WITHIN THE NORTH 3/4 OF SECTION 11

LEGAL DESCRIPTION:

Being a subdivision of land lying within the North 3/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows: Commence at the Northeast corner of the Northeast 1/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34 (being the basis of bearings for this description), for 168.41 feet to the point of intersection with the South Right-of-Way line of State Road 45 (US 41), as recorded in Road Plat Book 1, Page 114K of the Public Records of Sarasota County, Florida, same also being the POINT OF BEGINNING; thence leaving said South Right-of-Way line of State Road 45 (US 41), continue S00°17'49"W, along said East line of the Northeast 1/4, for 1,441.26 feet; thence leaving said East line of the Northeast 1/4 of Section 34 S81°21'02"W, for 805.21 feet; thence S49°35'19"W, for 120.00 feet; thence S21°52'05"W, for 45.92 feet; thence S53°05'16"W, for 129.14 feet; thence S41°59'05"E, for 33.64 feet to the point of intersection with a non-tangent curve, concave Northwesterly, thence Southwesterly along the arc of said curve, from a radial bearing of S38°41'34"E, having a radius of 495.00 feet, a central angle of 11°53'32", an arc length of 102.74 feet, and a chord bearing S57°15'12"W for 102.56 feet, to the point of tangency; thence S63°11'59"W, for 282.75 feet; thence S26°48'01"E, for 483.93 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 210.00 feet, a central angle of 55°31'42", an arc length of 203.52 feet, and a chord bearing S00°57'50"W for 195.65 feet to the point of intersection with a non-tangent line, thence N57°27'08"W, for 327.63 feet; thence S32°32'52"W, for 120.00 feet; thence S27°09'32"W, for 40.18 feet; thence S41°31'14"W, for 121.49 feet to the point of intersection with the Easterly boundary of VENETIA - PHASE 2, as recorded in Plat Book 40, page 46 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northwesterly; thence along said Easterly boundary of VENETIA - PHASE 2 the following six (6) courses: (1) thence Southwesterly along the arc of said curve, from a radial bearing of S44°49'00"E, having a radius of 640.00 feet, a central angle of 06°48'13", an arc length of 76.00 feet, and a chord bearing S48°35'07"W for 75.95 feet, to the point of tangency; (2) thence S51°59'13"W, for 20.61 feet; (3) thence N38°00'47"W, for 120.00 feet; (4) thence N46°03'37"W, for 50.50 feet; (5) thence N38°00'47"W, for 120.00 feet; (6) thence N48°36'50"W, for 1,350.57 feet to the point of intersection with the Easterly boundary of VENETIA - PHASE 1B, as recorded in Plat Book 42, Page 5 of the Public Records of Sarasota County, Florida, same also being the point of intersection with a non-tangent curve, concave Northwesterly, thence along said Easterly boundary of VENETIA - PHASE 1B the following seven (7) courses: (1) thence leaving said Easterly boundary of VENETIA - PHASE 2, Northwesterly along the arc of said curve, from a radial bearing of S57°36'05"E, having a radius of 166.00 feet, a central angle of 19°14'24", an arc length of 55.74 feet, and a chord bearing N22°46'43"E for 55.48 feet, to the point of intersection with a non-tangent line; (2) thence S83°41'32"E, for 14.35 feet; (3) thence N11°00'41"E, for 26.49 feet; (4) thence N04°31'24"E, for 12.90 feet; (5) thence N13°24'50"E, for 42.67 feet; (6) thence N26°18'38"E, for 22.91 feet; (7) thence N12°16'23"E, for 572.32 feet, thence leaving said Easterly line of VENETIA - PHASE 1B, S43°57'26"E, for 151.70 feet; thence S89°38'14"E, for 515.56 feet; thence S18°35'59"E, for 8.31 feet to the point of curvature of a curve concave Southwesterly; thence Southeasterly along the arc of said curve, having a radius of 63.00 feet, a central angle of 18°57'45", an arc length of 20.85 feet, and a chord bearing S09°07'07"E for 20.76 feet, to the point of tangency; thence S00°21'46"W, for 39.88 feet; thence S89°38'14"E, for 32.00 feet; thence S00°21'46"W, for 282.32 feet; thence S89°38'14"E, for 120.00 feet; thence N89°34'04"E, for 776.70 feet; thence S83°48'39"E, for 120.00 feet; thence N06°11'21"E, for 480.86 feet to the point of curvature of a curve concave Southeasterly, thence Northeasterly along the arc of said curve, having a radius of 200.00 feet, a central angle of 42°31'53", an arc length of 148.46 feet, and a chord bearing N27°27'18"E for 143.08 feet to the point of tangency; thence N48°43'14"E, for 319.64 feet; thence N22°09'20"E, for 55.90 feet; thence N48°43'14"E, for 124.65 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°00'00", an arc length of 15.71 feet, and a chord bearing N03°43'14"E for 14.14 feet to the point of tangency; thence N41°16'46"W, for 91.96 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 150.00 feet, a central angle of 29°27'58", an arc length of 77.14 feet, and a chord bearing N56°00'45"W for 76.29 feet to a point of reverse curvature of a curve concave Northeasterly, thence Northwesterly along the arc of said curve, having a radius of 250.00 feet, a central angle of 71°07'39", an arc length of 310.35 feet, and a chord bearing N35°10'54"W for 290.80 feet, to the point of tangency; thence N00°22'58"E, for 34.37 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°01'26", an arc length of 15.71 feet, and a chord bearing N44°37'47"W for 14.15 feet, to the point of cusp, same also being the point of intersection with said South Right-of-Way line of State Road 45 (US 41), thence along said South Right-of-Way line of State Road 45 (US 41), S89°38'30"E, for 787.08 feet to the POINT OF BEGINNING.

Containing 3,043,149 square feet or 69.861 acres, more or less

OFFICIAL RECORDS INSTRUMENT # 2002120103 5 Pgs

BEING A SUBDIVISION OF LAND LYING WITHIN THE NORTH 3/4 OF SECTION 34

OFFICIAL RECORDS INSTRUMENT # 2007120370 5 PGS
OFFICIAL RECORDS INSTRUMENT # 2007120370 5 PGS

STAMPED IN ERROR
OFFICIAL RECORDS INSTRUMENT # 2007120370 5 PGS

Being a subdivision of land lying within the North 3/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast 1/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34 (being the basis of bearings for this description), for 1,609.67 feet to the POINT OF BEGINNING; Thence continue along said East boundary line of the Northeast 1/4, S00°17'49"W, for 1,304.42 feet to the Southeast corner of said Northeast 1/4 of Section 34; thence S00°17'43"W, along the East line of the Southeast 1/4 of said Section 34, a distance of 1308.29 feet to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 34, same also being the Northeast corner of Circle Woods of Venice a Condominium, Section 2, as recorded in Condominium Plat Book 7, Page 18 of the public records of Sarasota County, Florida; thence N89°38'32"W, along the South line of the North 3/4 of said Section 34, same also being the North line of said Circle Woods of Venice a Condominium, same also being the Easterly extension of the South line of Venetia - Phase 2, as recorded in Plat Book 40, page 46 of the public records of Sarasota County, Florida, a distance of 1,357.47 feet to the Southeast corner of said Venetia - Phase 2; thence leaving said South line of the North 3/4 of Section 34, along the Easterly line of said Venetia - Phase 2 the following ten(10) courses: (1) thence N00°21'28"E, for 145.00 feet; (2) thence N57°25'17"E, for 73.57 feet, (3) thence N00°21'28"E, for 120.00 feet; (4) thence N20°41'08"E, for 285.58 feet, (5) thence N40°18'38"W, for 120.00 feet, (6) thence N84°47'41"W, for 58.27 feet; (7) thence N35°53'31"W, for 120.00 feet to the point of intersection with a non-tangent curve, concave Northwesterly; (8) thence Northeasterly along the arc of said curve, from a radial bearing of S35°53'31"E, having a radius of 410.00 feet, a central angle of 21°33'37", an arc length of 154.28 feet, and a chord bearing N43°19'40"E for 153.37 feet, to the point of tangency; (9) thence N32°32'52"E, for 86.56 feet; (10) thence N57°27'08"W, for 343.27 feet; thence leaving said Easterly line of said plot of Venetia - Phase 2, N41°31'14"E, for 121.49 feet; thence N27°09'32"E, for 40.18 feet; thence N32°32'52"E, for 120.00 feet, thence S57°27'08"E, for 327.63 feet to the point of intersection with a non-tangent curve, concave Westerly, thence Northerly along the arc of said curve, from a radial bearing of S61°16'19"E, having a radius of 210.00 feet, a central angle of 55°31'42", an arc length of 203.52 feet, and a chord bearing N00°57'50"E for 195.65 feet, to the point of tangency; thence N26°48'01"W, for 483.93 feet; thence N63°11'59"E, for 282.75 feet to the point of curvature of a curve concave Northwesterly; thence Northeasterly along the arc of said curve, having a radius of 495.00 feet, a central angle of 11°53'32", an arc length of 102.74 feet, and a chord bearing N57°15'12"E for 102.56 feet to the point of intersection with a non-tangent line; thence N41°59'05"W, for 33.64 feet; thence N53°05'16"E, for 129.14 feet; thence N21°52'05"E, for 45.92 feet; thence N49°35'19"E, for 120.00 feet; thence N81°21'02"E, for 805.21 feet to the POINT OF BEGINNING

Containing 2,805.064 square feet or 64.395 acres, more or less

GRADVIEWOR'S NOTES

Record 19.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003033795 4 PGS
2003 FEB 21 05:37 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#281365

This Instrument Prepared By: ✓
Margaret S. Froom, Esquire 056
BOONE, BOONE, BOONE, HINES & KODA, P.A.
P.O. Box 1596
Venice, Florida 34284

**SIXTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**



WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, FOURTH QUARTER PROPERTIES XXXIII, LLC, as successor in interest to Venetian Development, Inc., (the "Developer") is the developer of the Subdivision subject to the Declaration; and

WHEREAS, Article IX, Section 1, of the Declaration permits Developer to make additional lands subject to the Declaration without the consent of the Members;

NOW, THEREFORE, Developer amends the Declaration, as follows:

The property described on Exhibit "A" attached hereto is hereby made subject to the Declaration and to the jurisdiction of the Association. Such property shall be included in the Properties as such term is defined in the Declaration.

September **IN WITNESS WHEREOF**, Developer has set its hand and seal this 30 day of _____, 2002.

Witnesses:

FOURTH QUARTER PROPERTIES
XXXIII, LLC, a Georgia limited liability
company

Sign Winnie Tang
Print WINNIE TANG

Sign Les Clark
Print LESA CLARK

By Bruce Williams
Bruce Williams, as Authorized Agent

STATE OF GEORGIA
COUNTY OF COBB

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 30 day of September, 2002, by Bruce Williams, as Authorized Agent of **FOURTH QUARTER PROPERTIES XXXIII, LLC**, on behalf of the company. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sign Kandie Ross
Print KANDIE ROSS

(SEAL)

My Commission Expires:

May 17, 2003



legal.txt

Being a subdivision of land lying within the North 3/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 34, Township 39 South, Range 19 East, Sarasota County, Florida; thence S00°17'49"W, along the East line of said Northeast 1/4 of Section 34, for 168.41 feet to the point of intersection with the South Right-of-Way line of State Road 45 (US 41), Florida Department of Transportation Right-of-Way map, Section 17010-2508, as recorded in Road Plat Book 1, Page 114k, of the Public Records of Sarasota County, Florida, same also being the Northeast corner of Venetia - Phase 3, as recorded in Plat Book 43, Pages 12 through 12n of the Public Records of Sarasota County, Florida; thence N89°38'30"W, along said South Right-of-Way line of State Road 45 (US 41) (being the basis of bearings for this description), same being a North line of said Venetia - Phase 3, for 797.08 feet to the point of cusp of a curve concave Southwesterly, same being a Northwest corner of said Venetia - Phase 3, same also being the POINT OF BEGINNING; thence leaving said South Right-of-Way line of State Road 45 (US 41), along a Northerly line of said Venetia - Phase 3 the following fifteen (15) courses; (1) thence Southeasterly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°01'26", an arc length of 15.71', and a chord bearing S44°37'47"E for 14.15 feet to the point of tangent; (2) thence S00°22'56"W, for 34.37 feet to the point of curvature of a curve concave Northeasterly; (3) thence Southeasterly along the arc of said curve, having a radius of 250.00 feet, a central angle of 71°07'39", an arc length of 310.35 feet, and a chord bearing S35°10'53"E for 290.80 feet to the point of reverse curvature of a curve concave Southwesterly; (4) thence Southeasterly along the arc of said curve, having a radius of 150.00 feet, a central angle of 29°27'58", an arc length of 77.14 feet, and a chord bearing S56°00'45"E for 76.29 feet to the point of tangent; (5) thence S41°16'46"E, for 91.96 feet to the point of curvature of a curve concave Westerly; (6) thence Southerly along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°00'00", an arc length of 15.71 feet, and a chord bearing S03°43'14"W for 14.14 feet to the point of tangent; (7) thence S48°43'14"W, for 124.65 feet; (8) thence S22°09'20"W, for 55.90 feet; (9) thence S48°43'14"W, for 319.64 feet to the point of curvature of a curve concave Southeasterly; (10) thence Southwesterly along the arc of said curve, having a radius of 200.00 feet, a central angle of 42°31'53", an arc length of 148.46 feet, and a chord bearing S27°27'18"W, for 145.08 feet to the point of tangent; (11) thence S06°11'21"W, for 480.86 feet; (12) thence N83°48'39"W, for 120.00 feet; (13) thence S89°34'04"W, for 776.70 feet; (14) thence N89°38'14"W, for 120.00 feet; (15) thence N00°21'46"E, for 282.32 feet; thence leaving said Northerly line of Venetia - Phase 3, N70°21'26"E, for 106.28 feet; thence N00°57'35"E, for 131.46 feet; thence N50°19'08"E, for 164.22 feet; thence N81°19'08"E, for 119.83 feet; thence N46°53'46"E, for 296.09 feet; thence N00°21'30"E, for 579.20 feet to the point of intersection with said South Right-of-Way line of State Road 45 (US 41); thence N84°38'52"E, along said South Right-of-Way line of State Road 45 (US 41) for 17.73 feet; thence continue along said South Right-of-Way line of State Road 45 (US 41), S89°38'30"E, for 603.03 feet to the POINT OF BEGINNING.

Containing 1,158,054 square feet or 26.585 acres, more or less.

Exhibit "A"

**CONSENT TO SIXTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

The undersigned, being the holder of one or more mortgages which encumber the property described in the Sixth Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Venetia, to which this Consent is attached, hereby consents to the Supplemental Declaration, and agrees that any mortgage held by the undersigned encumbering the property described in Exhibit "A" attached hereto is subject and subordinate to the terms and provisions of the Declaration.

Witnesses:

AMERICAN BANK

Sign Vicki S. Getman
Print Vicki S. Getman

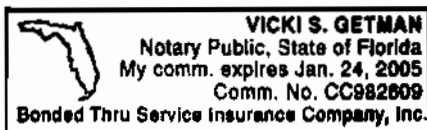
By [Signature]
Print Christopher W. Maxwell
Title Sr. Vice President

Sign [Signature]
Print Rochelle Lewis

**STATE OF FLORIDA
COUNTY OF MANATEE**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 24 day of October, 2002, by Christopher W. Maxwell, Sr., as Senior Vice President of AMERICAN BANK, on behalf of said bank. He/she is personally known to me or produced as identification.

NOTARY PUBLIC



Sign Vicki S. Getman
Print Vicki S. Getman

(SEAL)

My Commission Expires:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003042184 8 PGS
2003 MAR 05 04:10 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#286398

This Instrument Prepared By: ✓
Margaret S. Froom, Esquire 056
BOONE, BOONE, BOONE, HINES & KODA, P.A.
P.O. Box 1596
Venice, Florida 34284

Return



**SEVENTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, FOURTH QUARTER PROPERTIES XXXIII, LLC, as successor in interest to Venetian Development, Inc., (the "Developer") is the developer of the Subdivision subject to the Declaration; and

WHEREAS, Article IX, Section 1 and Section 4, of the Declaration permits Developer to make additional lands subject to the Declaration, remove lands from the provisions of the Declaration, respectively, both without the consent of the Members; and

WHEREAS, Article XVII, Section 2, of the Declaration permits Developer to make amendments the Declaration without the consent of the Members prior to the Turnover Date; and

WHEREAS, the Turnover Date has not yet occurred;

NOW, THEREFORE, Developer amends the Declaration, as follows:

1. The property described on Exhibit "A" attached hereto is hereby made subject to the Declaration and to the jurisdiction of the Association. Such property shall be included in the Properties as such term is defined in the Declaration.
2. Developer hereby removes from the coverage of the Declaration the following property:
Lot 1, Venetia - Parcel 4 Replat, as per plat thereof recorded in Plat Book 42, Page 50, public records of Sarasota County, Florida.

3. Article II, Section 8, shall be amended to read in its entirety:

Section 8. "Common Property" shall mean all real and personal property which the Association, now or hereafter, owns or otherwise holds an interest in for the common use and enjoyment of all its Members, including, but not limited to the Club Facilities, and is dedicated, deeded or conveyed by the Developer to the Association as Common Property.

4. Article II, Section 15, shall be amended to read in its entirety:

Section 15. "Merchant Builder" shall mean and refer to all builders, including but not limited to Villas at Venetia Joint Venture, Waterford Construction, Inc. and Venetian Homes, Inc., who purchase Lots or parcels of vacant land to construct buildings for resale.

5. New Sections shall be added under Article II to read as follows:

Section 35. "Annual Club Dues" shall mean and refer to assessments levied for use of the Club Facilities in accordance with Article XI, Section 2 of this Declaration.

Section 36. "Club Facilities" shall mean the Club Tracts and all buildings, and other improvements, including without limitation the tennis, swim, clubhouse amenities and all equipment utilized in connection with the operation and maintenance of said amenities, and any substitutions, replacements or additions thereto.

Section 37. "Club Tracts" shall mean and refer to those lands within the Properties designated as such by Developer. The Developer may modify the boundaries of the Club Tracts in its sole discretion in accordance with Article X, Section 8 hereof.

6. Article III shall be amended to read in its entirety:

ARTICLE III
Property Rights

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property for its intended purpose, subject to this Declaration as it may be amended from time to time, and to reasonable Rules and Regulations adopted from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association; provided, however, that every Owner's right to use the Club Facilities is subject to the obligation to pay Assessments including without limitation, Annual Club Dues and such other use fees and charges established by the Association from time to

time, and to such Owner's compliance with the then existing Rules and Regulations. An Owner's right to use the Common Property may be restricted or suspended for failure to pay amounts owing to the Association, misconduct or failure to abide by the Declaration or the Rules and Regulations; provided, however, every Owner's right to ingress and egress to his or her Lot shall remain unrestricted. An Owner's right to use the Common Property may, subject to the terms and conditions of the Rules and Regulations, be delegated to persons lawfully residing in the Owner's Unit. An Owner's right to use of the Club Facilities may be delegated to a lessee subject to compliance with the Rules and Regulations. The Rules and Regulations may include without limitation restrictions on the number of guests an Owner may have use the Club Facilities at any one time or during any fiscal year and a requirement that guests who are not in residence in the Owner's Unit be accompanied by the Owner during the period they are using the Club Facilities.

An Owner who is an individual or husband and wife shall have access to the Club Facilities for themselves and their immediate family (as defined in the Rules and Regulations). If an Owner is an entity or more than one individual (other than husband and wife), the Association may restrict access to the Club Facilities to one family or two individuals residing in the Unit designated by the Owner(s). THE ABILITY OF OWNER(S) TO CHANGE THE DESIGNEES MAY BE RESTRICTED BY THE BOARD OF DIRECTORS, AND UPON ANY CHANGE IN THE DESIGNEES, THE ASSOCIATION MAY IMPOSE A RE-DESIGNATION FEE EQUAL TO A MAXIMUM OF TWENTY-FIVE PERCENT (25%) OF THE ANNUAL CLUB DUES FOR THE YEAR OF CHANGE.

The easement provided for herein shall be appurtenant to and shall pass with ownership of a Lot but shall not be deemed to grant any ownership interest in the Common Property.

The Board of Directors shall have the right, in its sole discretion, to permit non-residents to use the Common Property, including the Club Facilities, on terms and conditions determined solely by the Board of Directors.

7. Article XI, Section 1 shall be amended to read in its entirety:

Section 1. Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 3 of this Article. There shall be five (5) types of Assessments levied: (a) Annual Club Dues as described in Section 2; (b) Base Assessments to fund Common Expenses as described in Section 3; (c) Neighborhood Assessments as described in Section 4; (c) Special Assessments as described in Section 5 below; and (e) User Assessments as described in Section 6 below.

Base Assessments and Annual Club Dues shall be levied equally on all Lots subject to this Declaration and subjected to this Declaration during a fiscal year of the Association. Neighborhood Assessments, Special Assessments and User Assessments shall be levied as provided in Sections 4, 5, and 6 below. Each Owner, by acceptance of a deed, is deemed to covenant and agree, in addition to any other obligation the Owner may have, to pay Assessments in a timely manner as and when due. All Assessments together with any interest which may be charged as computed from the date the delinquency first occurs (at a rate not to exceed the highest rate allowed by the civil usury laws of the State of Florida), and late charges, costs, and reasonable attorney's fees and costs which may be incurred, shall be a charge on the Lot/Unit and shall be an automatic and continuing lien upon the Lot/Unit for any such Assessments when made. Each Assessment together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot/Unit at the time the Assessment was levied and any successor grantee shall be jointly and severally liable for such portion thereof as may be due and payable prior to the time of such conveyance, except no first Mortgagee (or the designee of such Mortgagee) who obtains fee title to a Lot/Unit pursuant to the remedies provided in its Mortgage or by the acceptance of a deed in lieu of foreclosure shall be liable for unpaid Assessments which accrued prior to such acquisition of title, and in addition a Person who acquires title at a foreclosure sale shall also not be liable for unpaid Assessments accrued prior to their acquisition of the Unit.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth which Assessments have been paid as to any particular Lot/Unit. The certificate shall be conclusive evidence of payment to the Association of the Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed one month's Base Assessment for that year for the issuance of such certificate.

All Assessments shall be paid in such manner and on such dates as may be fixed from time to time by the Board of Directors which may include, without limitation, acceleration of Base Assessments and Annual Club Dues for the balance of the fiscal year resulting from delinquencies. Unless the Board of Directors otherwise provides, the Base Assessment and Annual Club Dues shall be paid in advance, on an annual basis.

No Person may waive or otherwise exempt itself from liability for any Assessments, including, by way of illustration and not limitation, by non-use of Common Property or abandonment of the Lot/Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take

some action or perform some function required to be taken or performed by the Association or Board of Directors under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Notwithstanding anything to the contrary, at any time prior to the Turnover Date, the Developer, or its assigns, may elect to pay the Base Assessments and Annual Club Dues on Lots/Units owned by Developer equal to the number of Lots/Units on the then current site plan approved by the Developer less the number of previously sold Lots/Units, or in lieu thereof, not pay such Base Assessments and Annual Club Dues and instead to pay any cash deficit incurred in operating the Association and the Common Property ("Developer Subsidy"). If the Developer or its assigns fails to make an election prior to the beginning of any fiscal year, it shall be deemed to elect to pay the Developer Subsidy. Operating deficit shall not include capital repairs or replacements, which shall be funded from reserves, special assessments or future increases in Base Assessments. In the event the Developer pays the Base Assessments and Annual Club Dues on Lot/Units owned by the Developer or its assigns, and the Base Assessments and Annual Club Dues are insufficient to pay the costs of operating the Association and the Common Property, the Board shall levy an additional Base Assessment or Annual Club Dues, as the case may be, to cover such deficiency which will be allocated among and charged to all Lots/Units in the same proportion as the Base Assessment and Annual Club Dues for that year. The Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions. The Developer shall not be obligated to fund Base Assessments, Annual Club Dues, or the Developer Subsidy until needed by the Association to fund cash expenditures by the Association.

8. A new Section shall be added under Article XI. The new Section shall be numbered Section 2, and shall read in its entirety:

Section 2. Computation of Annual Club Dues. It shall be the duty of the Board of Directors to annually prepare a budget for the operation and maintenance of the Club Facilities. The budget for the Club Facilities shall include all expenses incurred in operating, maintaining and insuring the Club Facilities.

The budget may but shall not be required to include a capital contribution establishing a reserve fund (as described in Section 8 of this Article). In the event a reserve fund is established, the Developer shall have no obligation to pay any portion of the Assessments which are to be contributed to the reserve contributions whether or not the Developer elects to pay Assessments or fund the Developer Subsidy.

Lots/Units which become subject to Annual Club Dues during a year shall only be required to pay Annual Club Dues on a prorated basis based on the number of months remaining in the year in which such Lots/Units become subject to any Annual Club Dues. The Board of Directors shall cause a copy of the budget and notice of the amount of the Annual Club Dues to be levied against each Lot/Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the beginning of the fiscal year.

In the event the Annual Club Dues collected do not cover the cost of operating and maintaining the Club Facilities, the Board of Directors shall levy additional Club Dues to cover such deficiency. In the event Annual Club Dues in excess of the cost of operating and maintaining the Club Facilities are collected in any fiscal year after the Turnover Date, the Board of Directors may credit the excess Annual Club Dues to the Members for the next fiscal year. If the Board determines to issue credits to Members, the excess funds shall be segregated and restricted to use for the next fiscal year.

The sections in Article XI previously numbered 2 through 8 shall be renumbered as Sections 3 through 9.

9. The second paragraph of Article XI, Section 3 (formerly Section 2), shall be amended to read in its entirety:

The budgets may but shall not be required to include a capital contribution establishing a reserve fund (as described in Section 8 of this Article). In the event a reserve fund is established, the Developer shall have no obligation to pay any portion of the Assessments which are to be contributed to the reserve contributions whether or not the Developer elects to pay Assessments or fund the Developer Subsidy.

10. A new Section 28. shall be added to the end of Article XIV to read in its entirety:

Section 28. Hurricane Shutters. Owners may install hurricane or storm shutters only after prior written approval by the ARC. Hurricane or storm shutters may not be left up for an extended period of time, but may only remain in place during the term of any storm warnings issued by the National Weather Service.

The Declaration shall continue in full force and effect as amended above.

IN WITNESS WHEREOF, Developer has set its hand and seal this 28th day of February, 2003.

Witnesses:

FOURTH QUARTER PROPERTIES
XXXIII, LLC, a Georgia limited liability
company

Sign *Cheryl J. Edwards*
Print Cheryl J. Edwards

By *Stanley E. Thomas*
Stanley E. Thomas, as Manager

Sign *G. Lamar Maddox*
Print G. Lamar Maddox

STATE OF GEORGIA
COUNTY OF COBB

I HEREBY CERTIFY that the foregoing Supplemental Declaration was acknowledged before me this 28th day of February, 2003, by Stanley E. Thomas, as Manager of **FOURTH QUARTER PROPERTIES XXXIII, LLC**, on behalf of the company. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sign *Lila M. Echols*
Print LILA M. ECHOLS

(SEAL)

My Commission Expires:

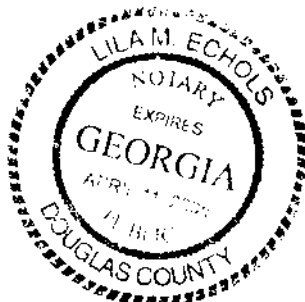


EXHIBIT "A"

BEING A PARCEL OF LAND LYING WITHIN THE NORTH 3/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE S00°17'49"W, ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 34, FOR 168.41 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41), FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 17010-2508, AS RECORDED IN ROAD PLAT BOOK 1, PAGE 114K, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAME ALSO BEING THE NORTHEAST CORNER OF VENETIA - PHASE 3, AS RECORDED IN PLAT BOOK 43, PAGES 12 THROUGH 12N OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41) (BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION), THE FOLLOWING TWO (2) COURSES; (1) THENCE N89°38'30"W, FOR 1400.11 FEET; (2) THENCE S84°38'52"W, FOR 17.73 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41), S00°21'30"W, FOR 579.20 FEET; THENCE S46°53'46"W, FOR 296.09 FEET; THENCE S81°19'08"W, FOR 119.83 FEET; THENCE S50°19'08"W, FOR 164.22 FEET; THENCE S00°57'35"W, FOR 131.46 FEET; THENCE S70°21'26"W, FOR 106.28 FEET TO THE POINT OF INTERSECTION WITH A NORTHERLY LINE OF SAID VENETIA - PHASE 3; THENCE ALONG SAID NORTHERLY LINE OF VENETIA - PHASE 3 THE FOLLOWING SIX (6) COURSES; (1) THENCE N89°38'14"W, FOR 32.00 FEET; (2) THENCE N00°21'46"E, FOR 39.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; (3) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 18°57'45", AN ARC LENGTH OF 20.85 FEET, AND A CHORD BEARING N09°07'07"W FOR 20.76 FEET TO THE POINT OF TANGENT; (4) THENCE N18°35'59"W, FOR 8.31 FEET; (5) THENCE N89°38'14"W, FOR 515.56 FEET; (6) THENCE N43°57'26"W, FOR 151.70 FEET TO THE NORTHWEST CORNER OF SAID VENETIA - PHASE 3, SAME ALSO BEING THE NORTHEAST CORNER OF VENETIA - PHASE IB, AS RECORDED IN PLAT BOOK 42, PAGE 5 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAME ALSO BEING THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2913, PAGE 1787 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE LEAVING SAID NORTHERLY LINE OF VENETIA - PHASE 3, N00°21'46"E, ALONG THE EASTERLY LINE OF SAID OFFICIAL RECORDS BOOK 2913, PAGE 1787, FOR 625.00 FEET; THENCE LEAVING SAID EASTERLY LINE OF OFFICIAL RECORDS BOOK 2913, PAGE 1787, S89°38'14"E, FOR 876.50 FEET; THENCE N00°21'46"E, FOR 275.20 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41) THE FOLLOWING FOUR (4) COURSES; (1) THENCE S89°38'30"E, FOR 60.96 FEET; (2) THENCE S83°55'52"E, FOR 100.50 FEET; (3) THENCE S89°38'30"E, FOR 100.00 FEET; (4) THENCE N84°38'52"E, FOR 82.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 874,140 SQUARE FEET OR 20.067 ACRES, MORE OR LESS.

Record 10.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004043385 2 PGS

2004 MAR 09 03:24 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

MTAYLOR Receipt#445318

This Instrument Prepared By:

Margaret S. Froom, Esquire 056

BOONE, BOONE, BOONE, KODA & FROOM, P.A.

P.O. Box 1596

Venice, Florida 34284



**EIGHTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, FOURTH QUARTER PROPERTIES XXXIII, LLC, a Georgia Limited Liability Company, as successor in interest to Venetian Development, Inc., (the "Developer") is the Developer of the Subdivision subject to the Declaration; and

WHEREAS, Article XVII, Section 2, of the Declaration permits Developer to make amendments to the Declaration without the consent of the Members prior to the Turnover Date; and

WHEREAS, the Turnover Date has not yet occurred;

NOW, THEREFORE, Developer amends the Declaration, as follows:

1. Section 18. of Article XIV shall be amended to read as follows:

Section 18. Artificial Vegetation, Exterior Decorations, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of any Unit. Exterior decorations, including without limitation, sculptures, fountains, flags, and similar items must be approved in accordance with Article XIII of this Declaration. Owners may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

The Declaration shall continue in full force and effect as amended above.

IN WITNESS WHEREOF, Developer has set its hand and seal this 8th day of
March, 2004.

Witnesses:

FOURTH QUARTER PROPERTIES
XXXIII, LLC, a Georgia limited liability
company

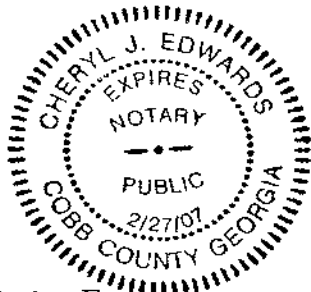
Sign Jon L. Memmery
Print Jon L. Memmery

By Stanley E. Thomas
Stanley E. Thomas, as Manager

Sign G. Lamar Maddox
Print G. Lamar Maddox

STATE OF GEORGIA
COUNTY OF COWETA

I HEREBY CERTIFY that the foregoing Supplemental Declaration was acknowledged
before me this 8th day of March, 2004, by Stanley E. Thomas, as Manager of **FOURTH
QUARTER PROPERTIES XXXIII, LLC**, on behalf of the company. He is personally known
to me or produced _____ as identification.



(SEAL)

My Commission Expires.

NOTARY PUBLIC

Sign Cheryl J. Edwards
Print CHERYL J EDWARDS

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006041858 12 PGS
2006 MAR 06 02:46 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#756524

Return
This Instrument Prepared By: *CS*
Margaret S. Frook, Esquire
BOONE, BOONE, BOONE, KODA & FROOK, P.A.
P.O. Box 1596
Venice, Florida 34284



**NINTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, FOURTH QUARTER PROPERTIES XXXIII, LLC, a Georgia Limited Liability Company, as successor in interest to Venetian Development, Inc., (the "Developer") is the Developer of the Subdivision subject to the Declaration; and

WHEREAS, Article XVII, Section 2, of the Declaration permits Developer to make amendments to the Declaration without the consent of the Members prior to the Turnover Date; and

WHEREAS, the Turnover Date has not yet occurred;

NOW, THEREFORE, Developer amends the Declaration, as follows:

1. The following paragraphs shall be added at the end of Article X, Section 7, Surface Water Management System:

The yard drain system along with its associated sump pump system, as constructed along the southern property line of the development between Lots 94 through 98 & Lots 431 through 454 and the Circle Woods of Venice and Hourglass Lakes Estates subdivisions (as depicted on the attached plan sheet, Sheet 1), will be installed, operated, and maintained in perpetuity by the Association in accordance with the guidelines expressed within the "Installation Manual for the PRO-Series Sewage System P370, P380" from Liberty Pumps, a copy of which is attached hereto as an Exhibit. Regular maintenance of both the sump pumps as well as the underdrain / yard drain system will be the responsibility of the Association and shall be performed by qualified personnel only as

Record 10.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004043385 2 PGS

2004 MAR 09 03:24 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

MTAYLOR Receipt#445318

This Instrument Prepared By:

Margaret S. Froom, Esquire 050

BOONE, BOONE, BOONE, KODA & FROOM, P.A.

P.O. Box 1596

Venice, Florida 34284



2004043385

**EIGHTH SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, FOURTH QUARTER PROPERTIES XXXIII, LLC, a Georgia Limited Liability Company, as successor in interest to Venetian Development, Inc., (the "Developer") is the Developer of the Subdivision subject to the Declaration; and

WHEREAS, Article XVII, Section 2, of the Declaration permits Developer to make amendments to the Declaration without the consent of the Members prior to the Turnover Date; and

WHEREAS, the Turnover Date has not yet occurred;

NOW, THEREFORE, Developer amends the Declaration, as follows:

1. Section 18. of Article XIV shall be amended to read as follows:

Section 18. Artificial Vegetation, Exterior Decorations, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of any Unit. Exterior decorations, including without limitation, sculptures, fountains, flags, and similar items must be approved in accordance with Article XIII of this Declaration. Owners may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

The Declaration shall continue in full force and effect as amended above.

IN WITNESS WHEREOF, Developer has set its hand and seal this 8th day of
March, 2004.

Witnesses:

FOURTH QUARTER PROPERTIES
XXXIII, LLC, a Georgia limited liability
company

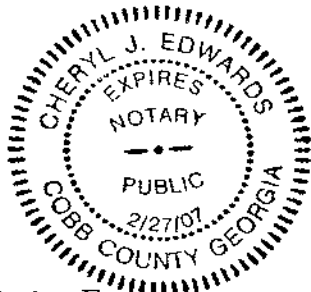
Sign Jon L. Memmery
Print Jon L. Memmery

Sign G. Lamar Maddox
Print G. Lamar Maddox

By Stanley E. Thomas
Stanley E. Thomas, as Manager

STATE OF GEORGIA
COUNTY OF COWETA

I HEREBY CERTIFY that the foregoing Supplemental Declaration was acknowledged
before me this 8th day of March, 2004, by Stanley E. Thomas, as Manager of **FOURTH
QUARTER PROPERTIES XXXIII, LLC**, on behalf of the company. He is personally known
to me or produced _____ as identification.



(SEAL)

My Commission Expires.

NOTARY PUBLIC

Sign Cheryl J. Edwards
Print CHERYL J EDWARDS

prescribed in the above-referenced document. At a minimum, the sump pumps and yard drains shall be inspected monthly (more frequently if necessary during times of continuous operation). In addition, check valves shall be cleaned periodically and pump float controls inspected. The pump float controls shall not be field adjusted without prior authorization from Sarasota County and/or the appropriate Water Management District. The Association shall refer to the applicable users' manual for appropriate installation, operation, and maintenance procedures should a different pump system be installed at a later date.

In case of electrical failure during operation of the sump pumps, a back up power supply (generators) shall be used to keep the sump pumps in operation. The sump pumps shall be hooked up to the back up power supply (generators) within 48 hours of electrical failure. The back up power supply (generators) shall be installed and operated as Described in the "Installation Manual for the PRO-Series Sewage System P370, P380" and the installation, operation and maintenance manuals for the back up power supply (generators).

The Declaration shall continue in full force and effect as amended.

IN WITNESS WHEREOF, Developer has set its hand and seal this 28th day of February, 2006.

Witnesses:

Sign [Signature]
Print Lisa M. Echols
Sign [Signature]
Print G. Lamar Meddox

FOURTH QUARTER PROPERTIES
XXXIII, LLC, a Georgia limited liability
company

By [Signature]
Stanley E. Thomas, as Manager

STATE OF GEORGIA
COUNTY OF COWETA

I HEREBY CERTIFY that the foregoing Supplemental Declaration was acknowledged before me this 28th day of February, 2006, by Stanley E. Thomas, as Manager of **FOURTH QUARTER PROPERTIES XXXIII, LLC**, on behalf of the company. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC

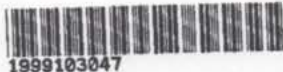
Sign Jolene Fishburne
Print Jolene Fishburne

(SEAL)

My Commission Expires:



f:\6080\mand9-a
T19-6080



This Instrument Prepared By:
Margaret S. Froom, Esquire
BOONE, BOONE, BOONE & HINES, P.A.
P.O. Box 1596
Venice, Florida 34284

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1999103047 5 PGS
1999 JUL 29 01:53 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#125254

**FIRST SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida; and

WHEREAS, VENETIAN DEVELOPMENT, INC., (the "Developer") is the developer of the Subdivision subject to the Declaration; and

WHEREAS, Article IX, Section 1, of the Declaration permits Developer to make additional lands subject to the Declaration without the consent of the Members;

NOW, THEREFORE, Developer amends the Declaration, as follows:

The property described on Exhibit "A" attached hereto is hereby made subject to the Declaration and to the jurisdiction of the Association. Such property shall be included in the Properties as such term is defined in the Declaration.

IN WITNESS WHEREOF, Developer has set its hand and seal this 15th day of June, 1999.

Witnesses:

Sign Margaret S. Froom
Print MARGARET S. FROOM

VENETIAN DEVELOPMENT, INC., a
Florida corporation

By Thomas H. Taylor, Jr.
Thomas H. Taylor, Jr., as President

Sign Ruth V. Richardson
Print RUTH V. RICHARDSON

✓ 301 BRD Recs

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this
15th day of June, 1999, by Thomas H. Taylor, Jr., as President of **VENETIAN**
DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation, who is
personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sign Margaret S. Frook
Print MARGARET S. FROOK

(SEAL)

My Commission Expires:



MARGARET S. FROOK
COMMISSION # CC615854
EXPIRES FEB 16, 2001
BONDED THROUGH
ATLANTIC BONDING CO., INC.

**CONSENT TO FIRST SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

The undersigned, being the holder of one or more mortgages which encumber the property described in the First Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Venetia, to which this Consent is attached, hereby consents to the Supplemental Declaration, and agrees that any mortgage held by the undersigned encumbering the property described in Exhibit "A" attached hereto is subject and subordinate to the terms and provisions of the Declaration.

Witnesses:

Sign [Signature]
Print Linda Lee Anderberg

Sign [Signature]
Print SHARON H. BEST

FLORIDA COMMUNITY BANK

By [Signature]
Thomas S. Junker,
As President Charlotte County

**STATE OF FLORIDA
COUNTY OF CHARLOTTE**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 16 day of June, 1999, by Thomas S. Junker, as President Charlotte County of FLORIDA COMMUNITY BANK, on behalf of said bank. He is personally known to me or produced as identification.

NOTARY PUBLIC

Sign [Signature]
Print Linda Lee Anderberg

(SEAL)

My Commission Expires:



**CONSENT TO FIRST SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VENETIA**

The undersigned, being the holder of one or more mortgages which encumber the property described in the First Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Venetia, to which this Consent is attached, hereby consents to the Supplemental Declaration, and agrees that any mortgage held by the undersigned encumbering the property described in Exhibit "A" attached hereto is subject and subordinate to the terms and provisions of the Declaration.

Witnesses:

Sign Janet E. Dyke
Print Janet E. Dyke

Sign Tamara R. Carretta Hassler
Print TAMARA R. CARRETTA HASSLER

Sign Gianna T. White
Print GIANNA T. WHITE

Sign Sharon H. Best
Print SHARON H. BEST

FIRST SOUTH BANK

By Jack D. Courson, Jr.
As Vice President

J. & J. HOMES, INC., a Florida corporation

By Jacques Cloutier, as President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 16 day of June, 1999, by Jack D. Courson, Jr., as Vice President of FIRST SOUTH BANK, on behalf of said bank. He is personally known to me or produced _____ as identification.



Janet E. Dyke
MY COMMISSION # CC712038 EXPIRES
January 29, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

NOTARY PUBLIC

Sign Janet E. Dyke
Print Janet E. Dyke

(SEAL)
My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 15 day of June, 1999, by Jacques Cloutier, as President of J. & J. HOMES, INC., on behalf of said corporation. He is personally known to me or produced _____ as identification.



Sharon H. Best
Commission # CC 734686
Expires May 12, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Sign Sharon H. Best
Print SHARON H. BEST

(SEAL)
My Commission Expires:

COMMENCE AT THE NORTHEAST BOUNDARY CORNER OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE S00°17'49"W, ALONG THE EAST BOUNDARY LINE OF SAID NORTHEAST 1/4 OF SECTION 34 (BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION) FOR 2651.09 FEET TO THE SOUTHEAST BOUNDARY CORNER OF SAID NORTHEAST 1/4 OF SECTION 34; THENCE S00°17'43"W, ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, FOR 1308.29 FEET TO THE NORTHEAST BOUNDARY CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, SAME ALSO BEING THE NORTHEAST BOUNDARY CORNER OF CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2, AS RECORDED IN CONDOMINIUM PLAT BOOK 7 PAGE 18 OF THE PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA; THENCE N89°38'32"W, ALONG THE SOUTH BOUNDARY LINE OF THE NORTH 3/4 OF SAID SECTION 34, SAME ALSO BEING THE NORTH BOUNDARY LINE OF SAID CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2 AND THE WESTERLY EXTENSION OF SAID NORTH BOUNDARY LINE OF CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2, RESPECTIVELY FOR 1357.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°38'32"W ALONG SAID SOUTH BOUNDARY LINE OF THE NORTH 3/4 OF SECTION 34, SAME ALSO BEING SAID WESTERLY EXTENSION OF THE NORTH BOUNDARY LINE OF CIRCLE WOODS OF VENICE A CONDOMINIUM, SECTION 2 AND THE NORTH BOUNDARY LINE OF HOURGLASS LAKE ESTATES, AS RECORDED IN PLAT BOOK 25, PAGE 45 OF THE PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA, RESPECTIVELY, FOR 1300.20 FEET TO THE SOUTHEAST CORNER OF VENETIA PHASE 1A, AS RECORDED IN PLAT BOOK 40, PAGE 1 OF THE PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA; THENCE THE FOLLOWING TWENTY THREE (23) COURSES ALONG THE EASTERLY BOUNDARY OF SAID VENETIA - PHASE 1A: (1) THENCE N00°21'28"E, FOR 25.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; (2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING N15°43'00"E, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 18°32'15" AN ARC LENGTH OF 181.18 FEET AND A CHORD BEARING N65°00'53"W, FOR 180.39 FEET TO THE POINT OF TANGENCY; (3) THENCE N55°44'45"W, FOR 97.21 FEET; (4) THENCE N34°40'01"E, FOR 27.74 FEET; (5) THENCE N34°15'15"E, FOR 92.26 FEET; (6) THENCE N02°14'55"E, FOR 47.17 FEET; (7) THENCE N34°15'15"E, FOR 120.00 FEET; (8) THENCE S55°44'45"E, FOR 122.01 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; (9) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 33°53'47" AN ARC LENGTH OF 165.65 FEET AND A CHORD BEARING S72°41'39"E, FOR 163.24 FEET TO THE POINT OF TANGENCY; (10) THENCE S89°38'32"E, FOR 77.27 FEET; (11) THENCE N60°53'23"W, FOR 24.86 FEET; (12) THENCE N39°24'01"W, FOR 318.26 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY; (13) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING N73°50'30"W, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 24°12'17" AN ARC LENGTH OF 109.84 FEET AND A CHORD BEARING N04°03'22"E, FOR 109.02 FEET TO THE POINT OF TANGENCY; (14) THENCE N08°02'46"W, FOR 37.53 FEET; (15) THENCE N22°30'31"E, FOR 184.84 FEET; (16) THENCE N54°34'42"W, FOR 93.89 FEET; (17) THENCE S81°57'14"W, FOR 25.82 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; (18) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING S81°57'14"W, HAVING A RADIUS OF 805.00 FEET, A CENTRAL ANGLE OF 44°07'36", AN ARC LENGTH OF 619.98 FEET AND A CHORD BEARING N30°06'35"W, FOR 604.77 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE SOUTHWESTERLY; (19) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 02°24'40" AN ARC LENGTH OF 43.76 FEET AND A CHORD BEARING N53°22'43"W, FOR 43.76 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; (20) THENCE N 57°03'03"W, FOR 38.24 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY; (21) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING S18°48'53"W, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 01°26'03" AN ARC LENGTH OF 11.39 FEET AND A CHORD BEARING S70°28'06"E, FOR 11.39 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; (22) THENCE N 20°14'55"E, FOR 120.00 FEET; (23) THENCE N10°30'05"W, FOR 57.51 FEET; THENCE, LEAVING SAID EASTERLY BOUNDARY OF VENETIA - PHASE 1A, N00°21'46"E, FOR 319.64 FEET; THENCE N22°22'29"E, FOR 35.78 FEET; THENCE N40°28'43"E, FOR 149.89 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, WITH A RADIAL BEARING N17°01'10"W, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 40°34'56", AN ARC LENGTH OF 117.58 FEET AND A CHORD BEARING N52°41'22"E, FOR 115.13 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S48°36'50"E, FOR 1350.57 FEET; THENCE S38°00'47"E, FOR 120.00 FEET; THENCE S46°03'37"E, FOR 50.50 FEET; THENCE S38°00'47"E, FOR 120.00 FEET; THENCE N51°59'13"E, FOR 20.61 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 06°48'13" AN ARC LENGTH OF 76.00 FEET AND A CHORD BEARING N48°35'07"E, FOR 75.95 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S57°27'08"E, FOR 343.27 FEET; THENCE S32°32'52"W, FOR 86.56 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 21°33'37" AN ARC LENGTH OF 154.28 FEET AND A CHORD BEARING S43°19'40"W, FOR 153.37 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S35°53'31"E, FOR 120.00 FEET; THENCE S84°47'41"E, FOR 58.27 FEET; THENCE S40°18'38"E, FOR 120.00 FEET; THENCE S20°41'08"W, FOR 285.58 FEET; THENCE S00°21'28"W, FOR 120.00 FEET; THENCE S57°25'17"W, FOR 73.57 FEET; THENCE S00°21'28"W, FOR 145.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,323,133 SQUARE FEET OR 53.33 ACRES, MORE OR LESS.

OFFICIAL RECORDS INSTRUMENT # 1999103047 5 PGS

Exhibit "A"

Record 15.00

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003228456 3 PGS
2003 NOV 12 03:53 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#399485

966-71

Return

This Instrument Prepared By: *o.s.v.*
Margaret S. Froom, Esquire
BOONE, BOONE, BOONE, KODA & FROOM, P.A.
P.O. Box 1596
Venice, Florida 34284

FIRST AMENDMENT TO THE
BYLAWS OF
VENETIA COMMUNITY ASSOCIATION, INC.



WHEREAS, a Subdivision known as Venetia has been developed in Sarasota County, Florida, and is subject to the terms, provisions, covenants, conditions, and restrictions of that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia (the "Declaration") recorded in Official Records Instrument #1998101160, public records of Sarasota County, Florida, as amended; and

WHEREAS, the Bylaws of Venetia Community Association, Inc. (the "Association") are recorded as Exhibit "D" to the Declaration (the "Bylaws"); and

WHEREAS, FOURTH QUARTER PROPERTIES XXXIII, LLC, as successor in interest to Venetian Development, Inc., (the "Developer") is the developer of the Subdivision subject to the Declaration; and

WHEREAS, Article XIII, Section 5, of the Bylaws permits Developer to make amendments to the Bylaws without the consent of the Members prior to Turnover, and Turnover has not yet occurred;

NOW, THEREFORE, Developer amends the Bylaws, as follows:

1. Article V, Section 2, shall be amended to read as follows. The underlined language is new language to be added, and the ~~stricken~~ language shall be deleted.

Section 2. Election or Appointment of Directors. Until the first annual meeting of Members after the conveyance of ninety percent (90%) of the Lots in all phases to Owners (other than Merchant Builders), or at such earlier date as determined in the sole discretion of the Developer (the "Turnover Date"), the Developer shall have the right to appoint all of the Members of the Board of Directors. At the first annual meeting of Members to occur after the Turnover Date, the Board shall be established at an odd number equal to the number of directors to be elected by the Members, which number shall be not less than five (5) nor no more than nine (9). The Board shall include at least one director from

each of the four (4) Neighborhoods within Venetia, i.e. Villa Vivaci Neighborhood, Neighborhood Number One, Villa Paradiso Neighborhood, and Casa Di Amici. The Developer shall call a meeting within sixty (60) days of the Turnover at which the following shall occur: (a) the existing directors shall resign; (b) the Members shall elect the directors as described in Section 4; and (c) the Class "B" Membership shall terminate and be converted to a Class "A" Membership. The Developer may, in its sole and absolute discretion, permit the Members to elect a portion of the directors earlier than the Turnover Date.

Directors elected by the Members at the Turnover meeting and each annual meeting thereafter shall serve for annual terms and shall be elected by the Members at large.

In addition to any directors elected by the Members, the Developer shall have the right to appoint one (1) director until such time as ninety-five percent (95%) of the Lots in all phases of Venetia are conveyed to persons other than Merchant Builders.

In all other respects, the Bylaws shall remain in full force and effect as originally adopted.

IN WITNESS WHEREOF, Developer has set its hand and seal this 10th day of November, 2003.

Witnesses:

FOURTH QUARTER PROPERTIES
XXXIII, LLC, a Georgia limited liability
company

Sign [Signature]
Print G. Lamar Maddox

By [Signature]
Stanley E. Thomas, as Manager

Sign [Signature]
Print CHERYL J EDWARDS

INSTRUMENT # 2003228456
3 PGS

**STATE OF GEORGIA
COUNTY OF COBB**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 10th day of November, 2003, by **Stanley E. Thomas, as Manager of FOURTH QUARTER PROPERTIES XXXIII, LLC, a Georgia limited liability company**, on behalf of the company. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sign

Sharon S. Haggard

Print

Sharon S. Haggard

(SEAL)

My Commission Expires:

Notary Public, Dekalb County, GA
My Commission Expires Oct. 1, 2005

INSTRUMENT # 2003228456
3 PGS