

36

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2009089406 36 PGS  
2009 JUL 21 03:46 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#1185437

✓ Prepared by and Return to:  
Roy E. Dean  
Judd, Ulrich, Scarlett, Wickman  
& Dean, P.A.  
2940 South Tamiami Trail  
Sarasota, Florida 34239

**CERTIFICATE OF AMENDMENT**  
**AMENDED AND RESTATED**



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**VENETIA NEIGHBORHOOD NUMBER ONE**

THE UNDERSIGNED, as President of Venetia Neighborhood Association Number One, Inc. (the "Association"), hereby certifies that the Declaration of Covenants, Conditions and Restrictions as originally recorded as Instrument # 1998104302, 64 Pages, recorded in the Public Records of Sarasota County, Florida, as amended, was duly amended and restated by the required affirmative action of the members of the Association, and a copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions is attached hereto.

IN WITNESS WHEREOF, the Association has caused this certificate to be executed by its President this 7/20/09.

**Venetia Neighborhood Association  
Number One, Inc.**

By: [Signature]  
Norman Hotz, President

WITNESSES

[Signature]  
Print Name: DENNIS C Smith

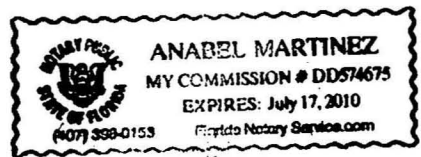
[Signature]  
Print Name: Hope Korte

(SEAL)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of July 2009 by Norman Hotz as president of Venetia Neighborhood Association Number One, Inc., on behalf of the corporation. He is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Anabel Martinez  
Print Name: Anabel Martinez  
Notary Public  
My Commission Expires: 7/17/2010



# **AMENDED AND RESTATED DECLARATION OF COVENANTS,**

## **CONDITIONS AND RESTRICTIONS**

### **VENETIA NEIGHBORHOOD NUMBER ONE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") was effective as of July 28, 1998, and was made by VENETIAN DEVELOPMENT, INC., a Florida corporation ("Developer"), and amends and restates the original Declaration recorded as Instrument # 1998104302, 64 Pages, recorded in the Public Records of Sarasota County, Florida, (the "Original Declaration") as amended, (collectively the "Declaration").

#### **STATEMENT OF BACKGROUND INFORMATION**

A. Developer has subjected the Initial Property (hereinafter defined) to that certain Master Declaration of Covenants, Conditions and Restrictions for Venetia recorded in Official Records Instrument # 1998101160, public records of Sarasota County, Florida (the "Master Declaration").

B. This Declaration designates the Initial Property as Neighborhood Number One, to further 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.

C. To these ends, Developer subjected the Initial Property, and any additions thereto, to this Declaration.

D. The property described on Exhibits "A" and "B" to the Original Declaration 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**

The Initial Property and any additional property subjected to this Declaration shall be held, transferred, sold, and conveyed subject to the Master Declaration and 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, shall 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 shall inure to the benefit of each of them.

## **Article I**

### **General Plan of Development**

The Properties (as defined herein) have been developed as part of a residential community known as Venetia. Venetia contains various residential housing, recreational and social amenities, roads, landscape areas, gatehouses, signage, conservation areas and a surface water management system. Venetia has been developed in phases.

The Initial Property is designated as Neighborhood Number One, comprised of single-family dwelling units. Neighborhood Number One may have common interests not common to all owners in Venetia, such as a common theme, entry features, neighborhood common areas or amenities not available for use by all owners in Venetia. Neighborhood Number One is governed by this Declaration in addition to the Master Declaration.

This Declaration is designed to establish and create a general plan and common scheme for the improvement and maintenance of Venetia Neighborhood Number One. To protect property values and to contribute to the health, safety and welfare of the Owners and their guests and invitees, the Initial Property and other properties added thereto as 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, including, but not limited to, the Master Declaration.

## **Article II**

### **Definitions**

Section 1. “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of Venetia Neighborhood Association Number One, Inc., as amended from time to time.

Section 2. “Architectural Review Committee (ARC)” shall mean and refer to an appointed committee that shall have jurisdiction to review and approve all construction and improvements on any portion of the Properties. The ARC shall consist of at least three (3) but no more than five (5) persons in accordance with the bylaws of the Association.

Section 3. “Assessments” shall mean and refer to Base Assessments, Special Assessments, Neighborhood Assessments and User Assessments, collectively or individually.

Section 4. “Board of Directors” shall mean and refer to the Board of Directors of the Neighborhood Association.

Section 5. “Bylaws” shall mean and refer to Bylaws of the Neighborhood Association as amended from time to time.

Section 6. “Common Expenses” shall mean and include the actual and estimated expenses incurred by the Master Association for the general benefit of all

Members, including any reasonable reserves, all as may be found to be necessary and appropriate by the Master Association Board of Directors pursuant to the Master Declaration, the Bylaws and the Articles of Incorporation of the Master Association.

Section 7. “Common Property” shall mean all real and personal property which the Neighborhood Association owns or otherwise holds an interest in for the common use and enjoyment of all its Members, including, but not limited to, such property dedicated, deeded or conveyed by the Developer or Master Association to the Neighborhood Association as Common Property.

Section 8. “Community-Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Properties.

Section 9. “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 benefited 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 any 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 Master Association.

Section 10. “Initial Property” shall mean and refer to the real property legally described on Exhibit “A” attached to the Original Declaration and incorporated therein and all real property subjected to this Declaration by supplemental declarations amending the Declaration, all as recorded in the Public Records of Sarasota County, Florida.

Section 11. “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 12. “Master Association” shall mean and refer to Venetia Community Association, Inc., a Florida not for profit corporation, its successors or assigns.

Section 13. “Member” shall mean and refer to a Person entitled to membership in the Neighborhood Association, as provided herein.

Section 14. “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 15. “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 16. “Mortgagor” shall mean and refer to any Person who gives a Mortgage.

Section 17. “Neighborhood” shall mean and refer to the Initial Property, designated Neighborhood Number One, consisting of single-family dwellings.

Section 18. “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, Computation of Neighborhood Assessments, of the Master Declaration, or as provided in this Declaration, as the case may be.

Section 19. “Neighborhood Association” shall mean and refer to Venetia Neighborhood Association Number One, Inc., a Florida not for profit corporation.

Section 20. “Neighborhood Documents” shall mean and refer to any and all documents, instruments and agreements creating and governing the Neighborhood, including without limitation, a declaration, articles of incorporation and by-laws of the Neighborhood Association and any rules and guidelines established thereunder.

Section 21. “Neighborhood Expenses” shall mean and include the actual and estimated expenses incurred by the Master 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. Neighborhood Expenses may be shared by one (1) or more benefited Neighborhoods.

Section 22. “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 23. “Person” means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 24. “Properties” shall mean and refer to the real property subject to this Declaration.

Section 25. “Recreational and Social Complex (RSC)” shall mean the land previously designated or set aside as club tracts by the Developer, and all buildings and other improvements thereon, 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. The RSC is sometimes referred to as Venetia Recreational and Social Complex (VRSC).

Section 26. “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. The Rules and Regulations shall specifically include, but not be limited to the Rules and Regulations regulating the use of the Exclusive Common Area and the RSC, or either.

Section 27. “Special Assessment” shall mean and refer to assessments levied in accordance with Article XI, Section 4, of the Master Declaration, or as provided in this Declaration, as the case may be.

Section 28. “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 29. “User Assessment” shall mean and refer to assessments levied in accordance with Article XI, Section 5, of the Master Declaration, or as provided in this Declaration, as the case may be.

### **Article III**

#### **Property Rights**

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property, including the Exclusive Common Area and the RSC, for its intended purpose, subject to this Declaration and the Master Declaration, as they 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 Neighborhood Association; provided, however, that every Owner’s right to use the RSC is subject to the obligation to pay Assessments including, without limitation, Annual Club Dues and such other use fees and charges established by the Master Association from time to time, and subject to rules and regulations regarding the RSC established by the Master Association from time to time (the “Master Association Rules”), and to such Owner’s compliance with the then existing Rules and Regulations and Master Association Rules. An Owner’s right to use the Common Property may be restricted or suspended for failure to pay amounts owing to the Neighborhood Association, misconduct or failure to abide by the Master Declaration, this Declaration, the Master Association Rules, 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, excluding the RSC, 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 and/or Master Association Rules. The Master Association Rules may include without limitation restrictions on the number of guests an Owner may have use the RSC 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 RSC.

An Owner who is an individual or husband and wife shall have access to the Recreational and Social Complex 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 Master Association may restrict access to the Recreational and Social Complex to one family or two individuals residing in the Unit designated by the Owner(s).

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.

## **Article IV**

### **Membership and Voting Rights**

Section 1. Membership. Every Owner shall have a membership in the Neighborhood 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 Bylaws 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 Bylaws, 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 Bylaws, and the Rules and Regulations. Voting rights of a Lot/Unit shall be automatically suspended for non-payment of regular assessments against such Lot/Unit that are delinquent in payment in excess of ninety (90) days.

Section 2. Members. All Owners of fee title to Lots shall be members of the Association, which membership is a mandatory condition of ownership of Lots, and shall be entitled to one (1) vote for each Lot in which such Owner or Owners holds or hold fee title.

## **Article V**

### **Maintenance**

Section 1. Owner's Responsibility. Each owner shall maintain his or her Unit, including all structures, parking areas, landscaping and other improvements thereon. Owners of Units fronting on any roadway within the Properties shall maintain driveways serving their respective Units and shall maintain landscaping on that portion of the Common Property, if any, or right-of-way between the 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 X). Owners of Lots/Units fronting on the water's edge or upon landscaping buffer fronting the water's edge of any lake or other body of water within the Properties shall maintain all landscaping 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 X hereof.

Section 2.     Landscape and Other Maintenance. The Neighborhood Association may provide, 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 charged to the Units being maintained as a User Assessment.

Section 3.     Cooperation with Master Association. The Master Association shall have the power to assist the Neighborhood Association in the performance of its duties and obligations under the this Declaration, and shall cooperate with the Neighborhood Association so that the Neighborhood Association and the Master 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 Master Association may use the services of each other in the furtherance of their goals and obligations and that they may contract with each other to better provide for such cooperation. This Declaration may impose higher standards of maintenance and conduct than the Master Declaration and the Community-Wide Standard. However, Neighborhood Documents, including this Declaration, may not impose less stringent standards on maintenance and conduct than those imposed by or in accordance with the Master Declaration. In the event standards set forth in the Master Declaration or by the Master Association conflict with this Declaration, or standards of conduct or maintenance set by the Neighborhood Association, the Master Declaration and the standards of the Master Association shall control.

Section 4.     Performance. All maintenance required by Article V shall be performed in a manner consistent with the Community-Wide Standard. If the Owner fails to perform the maintenance responsibilities in accordance with the Community-Wide Standard, the Master/Neighborhood Association may perform it and assess all costs incurred by the Master/Neighborhood 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 10% of costs incurred by the an association for its remedial action. Prior to entry, the Master Association shall afford the Owner 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.

## **Article VI**

### **Insurance and Casualty Losses**

Section 1.     Insurance. The Neighborhood Association's Board of Directors shall obtain a liability policy for the benefit of the Neighborhood Association and its committees and/or agents for damage or injury caused by the possible negligence of the Neighborhood Association or any of its committees and/or agents. The liability policy shall have a combined single limit in an amount to be determined by the Board of Directors from time to time.

Section 2.     Premiums. Premiums for all insurance shall be a Neighborhood Expense, and



- a. All policies shall be written with a company authorized to do business in Florida which holds a Best's rating of A or the next such rating reasonably available.
- b. In no event shall the insurance coverage obtained and maintained by the Neighborhood Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, Mortgagees, the Master Association, or other neighborhood associations.
- c. 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 Neighborhood Association's manager, Owners and their respective tenants, servants, agents, and guests;
  - 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 Neighborhood Association or its duly authorized manager without prior demand in writing delivered to the Neighborhood Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Neighborhood 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 Neighborhood Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

Section 3. Additional Insurance. In addition to the other insurance required by this Section, the Board of Directors shall obtain, as a Neighborhood Expense, 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 Neighborhood Association's funds, if reasonably available. 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 Neighborhood Association of any cancellation, substantial modification, or non-renewal.

Section 4. Individual Insurance. By virtue of becoming an Owner, each Owner covenants and agrees with all other Owners and with the Neighborhood Association that each Owner shall carry blanket all-risk casualty insurance on the Owner's Unit; shall carry public liability insurance; 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 X 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 and landscape the Lot and thereafter the Owner shall continue to maintain the same in a neat and attractive condition consistent with the Community-Wide Standard.

## **Article VII**

### **Rights and Obligations of the Neighborhood Association**

Section 1. Rules and Regulations. The Neighborhood Association, through its Board of Directors, may make and enforce 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), all as provided in Chapter 720, Florida Statutes, as amended from time to time, 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 Declaration, Articles of Incorporation, and Rules and Regulations, or any of them, or to abate nuisances. Hearings prior to imposition of sanctions or fines, or both, shall be as provided in the Florida Statutes.

The Neighborhood 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 Neighborhood Association and its Members.

Section 2. Implied Rights. The Neighborhood Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, 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 3. Surface Water Management System. It shall be the responsibility of each Owner within the Properties 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 and the provisions of the Master Declaration, if applicable. 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 the proper permitting department(s). 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 Properties and the regulations of SWFWMD.

The surface water management system for the Properties is to be installed, operated and maintained by the Master Association in accordance with all permits held and obtained by it 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 which will be maintained by the Master Association.

## **Article VIII**

### **Assessments**

Section 1. Creation of Assessments. There are hereby created Assessments for Neighborhood 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 three (3) types of Assessments levied: (a) Neighborhood Assessments as described in Section 2 below; (b) Special Assessments as described in Section 3 below; and (c) User Assessments as described in Section 4 below. Neighborhood Assessments, Special Assessments and User Assessments shall be levied as provided in Sections 2, 3, and 4, 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 Unit and shall be an automatic and continuing lien upon the 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 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 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 Neighborhood 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 Neighborhood Association setting forth which Assessments have been paid as to any particular Unit. The certificate shall be conclusive evidence of payment to the Neighborhood Association of the Assessment therein stated to have been paid. The Neighborhood Association may require the advance payment of a processing fee not to exceed one month's Neighborhood 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 Neighborhood Association Board of Directors.

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 Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Neighborhood Association or Board of Directors to take some action or perform some function required to be taken or performed by the Neighborhood 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.

Section 2. Computation of Neighborhood Assessments. It shall be the duty of the Board of Directors of the Master Association, with the assistance of the Neighborhood Committee, annually to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Master 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, as more specifically described in the Master Declaration.

Section 3. Special Assessments. The Neighborhood Association 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 Annual Neighborhood 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. Special Assessments pursuant to this paragraph shall be payable by Owners in such manner and at such times as determined by the Neighborhood Association

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 4. User Assessments. The Neighborhood Association may levy a User Assessment against any Owner individually and against such Owner's Unit to reimburse the Neighborhood Association for costs incurred in providing services to Owners by or through the Neighborhood Association. Additionally, a User Assessment may be levied against the Owner and the Owner's Unit to reimburse the Neighborhood Association for any expenses incurred to bring the Owner's Unit into compliance with the provisions of this Declaration, any amendments hereto, the Articles, the Bylaws, 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. Assessments levied by the Neighborhood Association shall be considered individual User Assessments.

Section 5. Lien for Assessments. Upon recording of a notice of lien on any 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 prior written notice as may be required by law has been given to the Owner.

Section 6. Subordination of Assessment 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 Unit held by the Mortgagee. The sale or transfer of any Unit shall not affect the validity of any lien for Assessments. However, the sale or transfer of any 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 Neighborhood Association. No sale or transfer shall relieve the Unit from lien rights for any Assessments thereafter becoming due. Any such unpaid share of Assessments shall be deemed to be Neighborhood Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

## **Article IX**

### **Neighborhood Association Board of Directors Request for Services**

The Neighborhood Association Board of Directors may request that the Master Association provide a higher level of service or special services for the benefit of Units in the Neighborhood, the cost of which shall be assessed against the benefited Units as a User Assessment. The Master Association shall be required to provide such higher level of service.

## **Article X**

### **Architectural Standards**

Section 1. Architectural Standards. In addition to meeting the Architectural Standards set forth in Article XIII of the Master Declaration, no improvement (which term shall include without limitation, staking, clearing, excavation, grading, and other site works; new structures; pools; driveways; and exterior alteration or modification) 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. Any planting or removal of plants, trees or shrubs shall meet Community-Wide Standards. All improvements constructed on any portion of the Properties shall be designed by and built in accordance with the approved plans and specifications. All construction must commence within two years of purchase of a Lot.

This Article shall not apply to construction on or improvements or modifications to the Common Property made by or on behalf of the Master Association. The Neighborhood Association Board of Directors shall have the authority and standing, on behalf of the Neighborhood Association, to enforce, in courts of competent jurisdiction, decisions of the committees established in this Article.

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. The Neighborhood Board shall appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5) persons.

The Neighborhood Association Board of Directors and ARC has prepared design and development guidelines and application and review procedures ("Design and Construction Guidelines"), copies of which shall be available from the Neighborhood Association Board of Directors for review. The Design and Construction Guidelines shall be those of the Neighborhood Association, and the Neighborhood Association Board of Directors shall have sole and complete authority to prepare and amend them. The Neighborhood Association Board of Directors shall make the Design and Construction 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. Type of Dwelling. All dwellings constructed, altered, permitted to remain or to be occupied on any Lot shall conform to the following requirements in addition to all of the other provisions of this Declaration, the Master Declaration, and those

of the Design and Construction Guidelines, which shall be available upon request from the Neighborhood Association Board of Directors:

- a. Only one single family dwelling shall be permitted on any Lot.
- b. Any structures which are necessary to the dwelling such as garages, porches, service or utility rooms, guest rooms, servants quarters, and like structures shall be attached to and be an integral part of the dwelling and shall also conform with all requirements thereof.
- c. A dwelling shall have a ground floor living area of not less than 1600 square feet, exclusive of garages or other non air conditioned areas. Garages shall have a minimum two car capacity.
- d. All roofs on all buildings shall be constructed of concrete tile, based clay, pottery, shaped stone or masonry construction, or other commonly recognized materials as tile. No other roofing material may be used unless a variance is obtained from the ARC.
- e. All dwelling houses shall be constructed of new and durable materials and of external design harmonious with existing structures on comparable locations within the Subdivision. All external building walls must be of cement block with stucco exterior covering, or of wood, brick, or stone, unless otherwise approved by the ARC in writing. No asbestos shingles or asbestos siding of any type or asphaltic, plastic, metal or similar covering shall be used on exterior walls.
- f. All areas of every Lot not occupied by the dwelling house or cages or patios shall be duly landscaped in accordance with plans approved by ARC as provided herein. Upon completion of construction of a dwelling on the subject property, the entire Lot shall be fully sodded except for the portion occupied by the residence, driveways, sidewalks, patios, decks, and landscaped beds. Floratam sod shall be required unless the ARC approves another type of sod. All driveways and parking areas so permitted shall be constructed of reinforced concrete or concrete paving block, and must include the area lying between the road pavement to the property lines; concrete must be a minimum of four inches in thickness. Asphalt driveways are not permitted. There shall also be no dirt, grass or shell rock driveways.
- g. In no event shall a dwelling house be moved onto a Lot from another location.
- h. No exterior wall(s) of a dwelling shall be constructed, altered or remodeled upon any Lot until two (2) sets of complete plans and specifications for the same, professionally drawn and showing all exterior appearance, together with a plot plan thereof showing the location of the structure in relation to the lot boundary lines, shall have been submitted to the ARC for approval

along with a cover letter stating the applicant's full name and mailing address, the general contractor who will do the construction, and a proposed completion time. One copy of such plans and specifications and plot plan shall be retained by the ARC as a permanent record.

- i. Except as provided herein, no temporary structures or outbuildings of any type shall be permitted or maintained upon any Lot except temporary structures or outbuildings used in connection with the construction of dwelling houses and permitted by the ARC, which said temporary structures and outbuildings shall be placed near the rear of the Lot.

Section 4. 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 5. 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. See: Appendix – Sample Home/Property Modification Request Form.

Section 6. 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 Neighborhood Association, or the Master Association, 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 Neighborhood. 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 Master Association, or the Neighborhood Association to any other person or party whatsoever.

Section 7. 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 compliance through equitable remedy or by requesting the Neighborhood 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 this Declaration and 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 Bylaws.

## **Article XI**

### **Use Restrictions**

The Neighborhood shall be used only for single family residential, recreational, and related purposes permitted by law, which may include, without limitation, offices for any property manager retained by the Neighborhood Association,. The Neighborhood Association, acting through its Board of Directors, shall have standing and the power to enforce use restrictions.

Section 1. Signs. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, 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 or as may be required by legal proceedings. Signs which are permitted within the Properties may be restricted as to the size, color, lettering, materials and location of such sign. A sign of reasonable size provided by a contractor of security service may be displayed on a Lot. The Board of Directors shall have the right to erect signs as it, in its discretion, deems 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. Residents' 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 when actively using the garage for the purpose of upkeep and maintenance of the Lot/Unit or personal vehicles. Every attempt shall be made to keep the sidewalks clear of obstacles. Mailboxes and fire hydrants must be kept clear of obstacles.
- 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 48 consecutive hours 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. 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.

- 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 Bylaws 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) per day, in accordance with the procedures established in the Bylaws or as required by Florida law. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit for such period of time as is reasonably necessary to provide service or make a delivery to the Unit.
- d. Applicability. This Section shall not apply to any commercial vehicles providing service or making deliveries to or on behalf of the Master Association, the Neighborhood Association.

Section 3. Occupants Bound. All provisions of this Declaration, the Bylaws, 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 this Declaration, the Bylaws, 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 Bylaws, 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. No pets are permitted to roam freely, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units according to Community-Wide Standards. The Owner of any pets in violation may be fined up to fifty dollars (\$50.00) per day until the pet is removed, all as provided by Florida law. 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. Every owner or custodian of any animal shall carry adequate means of removing any animal excrement deposits whenever taking or accompanying his animal outdoors on property not owned or leased by the animal owner or custodian. The animal owner or custodian must immediately remove the deposited excrement and properly dispose of it in a sanitary manner. Failure to remove waste shall be grounds for a fine not to exceed fifty dollars (\$50.00) per occurrence, in accordance with Florida law, as determined by the Board of Directors. Pets may be restricted from entering private property. When on common property, pets must be kept on a hand-held leash that is six feet or shorter and be well behaved at all times.

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 the outside of the garage or Unit.

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 a satellite dish according to federal size guidelines, or smaller, shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without approval of the location thereof by the ARC prior to installation.

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

X of this Declaration. Trash, including any and all landscape debris, shall be placed curbside no earlier than 5:00 P.M. the day prior to pick-up and trash cans shall be returned to screen view no later than the end of the pick-up day.

Section 9. Subdivision of Lot/Unit; 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 Master 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. Rentals. All rentals shall be governed by the Venetia Neighborhood One Rental Agreement (the "Rental Agreement") as promulgated by the Board of Directors. Rentals shall be subject to those pre-approval requirements stated in the Rental Agreement and shall be a minimum of three (3) consecutive months.

Section 11. Pools. No above-ground pools shall be erected, constructed, or installed on any Unit. In ground spas, above ground spas, and in ground pools will be permitted subject to prior written approval from the ARC. Property Owners must apply for pool and spa, or either, construction approval from the ARC and obtain such approval prior to construction commencement. Requests must include a complete site plan showing the pool, its design, size and location on the Lot relative to the house and all property boundaries. After the review the ARC will issue a permit for conforming requests. It is the responsibility of the property owner to obtain all governmental permits and approvals. If a cage is to be erected, location, color and height plans must be submitted for approval of the ARC prior to construction.

Section 12. 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 13. 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 the Master Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. There is reserved hereby to the Master Association a perpetual easement across the Properties for the purpose of altering drainage and water flow.

Section 14. 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 X of this Declaration. Any trees, shrubs, or bushes that are removed must be replaced to meet Community-Wide standards.

Section 15. 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 16. 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 17. Air Conditioning Units. No window air conditioning units may be installed in any Unit.

Section 18. Lighting. The display of seasonal holiday decorative lights is addressed in Rules and Regulations promulgated by the Board of Directors as "VNAI Holiday Decorating Policy." All other exterior lights and lighting must be approved in advance of installation by the ARC in writing. Requests for approval must include a diagram showing the location and direction of lighting relative to the residence, color of lighting, and description and color of fixtures. Only low voltage or solar lighting, neutral in color, positioned so as to add to the safety of the visibility of sidewalks, driveways, entrances, and planting beds will be considered. Lighting may not interfere with, or disturb, residents in adjacent Lots, or interfere with the operation of street lighting. Lighting may not be directed towards the roadways. No color lighting will be considered other than those colors acceptable for reducing the attraction of insects. All governmental electrical permits and inspections are the sole responsibility of the homeowner.

Section 19. Artificial Vegetation, Exterior Decorations, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of any Unit, with the exception of artificial vegetation that replicates nature in scale and color and is located within the covered entryway of the dwelling. Exterior decorations, including, without limitation, sculptures, fountains, flags, except as to the display of which is otherwise govern by law, planters, artificial vegetations and similar items must be approved in accordance with this Declaration. Statues, planters, and other decorative objects are permitted subject to the following restrictions. They must be located within the covered entryway of the dwelling, aesthetically blend with the décor of the dwelling and the neighborhood, and the total number of such items may not exceed four (4). Mechanical or lighted decorative objects will not be permitted.

Section 20. Energy Conservation Equipment. All energy conservation equipment must be approved in accordance with Article XIII of this Declaration.

Section 21. 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 Master Association 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.

**Neither the Master Association nor the Neighborhood Association shall 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 22. Fences. No dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article X of the Declaration.

Section 23. 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 therefore. 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 Recreational and Social Complex.

Section 24. On Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted in or on any Unit except that: (a) five (5) gallons of fuel or less may be stored in or on any Unit for the operation of gas powered tools or equipment, and (b) underground propane tanks for the operation of appliances, pool, spa heaters, and generators shall be permitted subject to prior review and approval by the ARC. If Sarasota County, Florida, is declared to be in the cone of probability for a hurricane strike, an additional 20 gallons of fuel may be temporarily (3 days before, to 5 days after, such cone of probability) stored for emergency use. The Neighborhood Association shall be permitted to store fuel on the Common Property for the operation of maintenance vehicles, generators and similar equipment. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 25. Play Equipment. No play equipment, by way of example and not limitation, such as basketball hoops, swing sets, jungle gyms, etc. shall be allowed without pre-approval by the ARC.

Section 26. Window Coverings. No aluminum foil, reflective film, or similar treatment shall be placed on windows, glass doors, or window treatments, such that the placements shall be visible from the exterior of any Unit.

Section 27. Mailboxes. Only those mailboxes which have been approved by the ARC shall be permitted. Approved mailbox information is available from the Master Association.

Section 28. Roadways, Sidewalks, Driveways. All utilities in 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.

Section 29. Hurricane Protection. Hurricane season is defined as the period of time from June 1 through November 30. Various forms of hurricane/wind protection are available. Approval of various types of hurricane shutters and their materials is dependent on the ARC review and approval process. Externally mounted hurricane/wind protection can be installed whenever a named storm is located in the Atlantic Ocean or Caribbean Basins. All exterior mounted hurricane/windstorm protection must be removed or retracted within 7 days from when a named storm has either exited north of the state of Florida, or has been downgraded to a tropical depression. By way of further limitation, all street-facing hurricane/windstorm protection is to be used only during, and for, the above stated periods and purposes and may not be used as a form of security protection, but ARC approved coverings which are located on the sides and rear of the structure may remain attached during the hurricane season.

#### **Glossary of Terms: Official NOAA Classifications**

a. Hurricane: A tropical cyclone with surface winds in excess of 32 m/s (64 knots or 74 mph) in the western hemisphere. There are various regional names for these storms.

b. Tropical Storm: A tropical cyclone in which the maximum sustained surface wind speed (using the U.S. 1-minute average) ranges from 34 kt (39 mph or 63 km/hr) to 63 kt (73 mph or 118 km/hr).

c. Tropical Depression: Cyclones that have maximum sustained winds of surface wind speed (using the U.S. 1-minute average) is 33 kt (38 mph or 62 kph) or less. They are either located in the tropics or subtropics. They characteristically have one or more closed isobars. They usually intensify slowly and may dissipate before reaching tropical storm intensity.

## Article XII

### General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the subject property, and shall inure to the benefit of and shall be enforceable by the Master Association, the Neighborhood 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 (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.

Section 2. Amendment. 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. If a Member consents to any amendment to this Declaration or the Bylaws, 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.

Section 3. Easements for Utilities, Etc. There has been, and there is, reserved to the Master Association, the Neighborhood 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 onto any Lot shall be made only after reasonable notice to the Member or occupant thereof. The appropriate water and sewer authority, electric utility company, telephone company, and cable television company, 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. 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 Common 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 Master Association's Board of Directors.

Should any entity furnishing a service covered by a general easement herein provided request a specific non-exclusive easement by separate recordable document, the Master Association 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.

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, including the Recreational and Social Complex.

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 have provided a conservation easement to the Master Association and/or 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. 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 preserve 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 Neighborhood Association shall have the right, but not the obligation, to enter any Lot for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms), to maintain the Lot for access to the Common Property, provided the Neighborhood 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 Bylaws, and the Rules and Regulations, which right may be exercised by the Neighborhood 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 or after an attempt has been made to contact the Owner. This

right of entry shall include, but not be limited to, the right of the Neighborhood Association to enter a Lot 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 Neighborhood Association unless approved by a vote of seventy-five percent (75%) of the total votes eligible to be cast by the Members of the Neighborhood Association. This Section shall not apply, however, to (a) actions brought by the Neighborhood 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 VIII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Neighborhood Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the vote, and pursuant to the same procedures, necessary to institute proceedings as provided above. The prevailing party in any such proceeding 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.

Section 10. Disciplinary Action. Every Owner, Member, and occupant of any Unit, and all non-residents who are entitled to use the Recreational and Social Complex (RSC) pursuant to the Rules and Regulations, their guests and invitees, shall comply with all lawful provisions of this Declaration, the aforementioned Bylaws and the RSC Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available as provided in such documents or at law or in equity, maintainable by the Neighborhood Association.

Section 11. Security. The Neighborhood Association may, but shall not be obligated to, maintain or support certain activities within the Neighborhood designed to make the Neighborhood safer than it otherwise might be. Neither the Master Association nor the Neighborhood Association shall in any way be considered insurers or guarantors of security within the Properties and neither the Master Association nor the Neighborhood Association 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 Unit, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Neighborhood Association and its Board of Directors, the Master Association and its Board of Directors, 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 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 Neighborhood Association, its Board of Directors and committees, or the Master Association, its Board of Directors and committees, 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 Master Association, its Board of Directors and committees, or the

Neighborhood Association, its Board of Directors and committees, 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 12. Notice of Transfer of Lot/Unit. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot/Unit, such Owner shall give the Board of Directors, and/or the Association Management Company, 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/or the Association Management Company, and any overdue Annual Association Dues and 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 Annual Association Dues and Assessments, notwithstanding the transfer of title to the Lot/Unit. The Owner of a Lot/Unit shall be responsible for providing this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations of the Neighborhood Association, all as supplemented and amended, to any transferee.

Section 13. Non-Condominium/Non-Cooperative. The Neighborhood Association created pursuant to this Declaration and the Articles of Incorporation of the Neighborhood Association do not, and are not intended to, constitute a condominium association or a cooperative association. The Neighborhood is 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 14. Conflict Between the Declaration and Neighborhood Documents. In the event of any conflict between the terms of the Master Declaration, or any policies, guidelines or standards promulgated thereunder, and this Declaration, the Master Declaration and its policies, guidelines and standards shall control except to the extent otherwise required by law.

## **Article XIII**

### **Mortgagee 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 Bylaws, notwithstanding any other provisions contained therein.

Section 1. 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 voting interests consent, the Neighborhood 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 Neighborhood 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, Dues, Assessments, or other changes which may be levied against an Owner of a Unit (a decision, including contracts, by the Board of provisions of any declaration subsequently recorded on any portion of the Properties regarding Dues or 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 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.

Section 2.     No Priority. No provision of this Declaration or the Bylaws gives, or shall be construed as giving, any Member or other party priority over any rights of the first Mortgagee of any 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 3.     Notice to Neighborhood Association. Upon request, each Owner shall be obligated to furnish the Neighborhood Association the name and address of the holder of any Mortgage encumbering such Owner's Lot/Unit.

Section 4.     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 5.     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 6. 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 Neighborhood Association does not receive a written response from the Mortgagee within thirty (30) days of the date of mailing of the Neighborhood Association's request.

## **Article XIV**

### **Irrigation**

Section 1. General. The Master Association Board of Directors shall maintain a central irrigation system for all or any part of the Common 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 Master Association Board of Directors, and subject to compliance with applicable governmental permits and requirements.

Section 2. Unit Distribution Installation. The builder of a Unit on any single family platted lot 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 in accordance with plans approved by and subject to the requirements of the ARC ("Unit Distribution System"). The individual property owner will be responsible for the water supply.

Section 3. Maintenance of Unit Distribution System. The Owner of a Unit which is a single family lot 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 Owner fails to perform the maintenance responsibilities in accordance with the Community-Wide Standard, the Master Association may perform it and assess all costs incurred by the Master Association against the Unit and the Owner thereof as a User Assessment, plus an administrative surcharge of not more than the greater of \$100.00 or 5% of costs incurred by the Master Association for its remedial action. Prior to egress, the Master Association shall afford the Owner a minimum of three (3) days notice and an opportunity to remedy a condition inconsistent with the Community-Wide Standard, except when egress and repair is required due to an emergency.

Section 4. Easement. A blanket easement is granted to the Master Association Board of Directors 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.



## **Venetia Neighborhood Association Number One, Inc.**

*A Corporation Not-for-Profit*

# Home / Property Modification Request Form

### **Dear Applicant:**

Enclosed is a Home/Property Modification Request Form. This form must be completed in full, **in duplicate** (original and one copy), signed and dated, to be considered complete.

Submission must include a complete list of materials, building plans, and color samples for exterior finishes, when applicable. Landscaping, additions, exterior lighting or other exterior site work will require plot plan.

Although the ARC/Board will begin the review process upon receipt of an **electronic submission**, no final permission will be granted until the original signed copies have been received.

In accordance with the Covenants, Conditions and Restrictions, and Florida Statutes, the ARC has a period of forty-five, (45) days from receipt of a completed application for approval or denial. In the best interest of the Community every attempt will be made to handle each request in an expeditious manner. If a denial is issued applicant may request a Board Review. Such request must be received in writing within fourteen, (14) days of the date of the denial.

Work covered by this application may not begin before prior to approval.

Upon approval of this application, the Venetia Neighborhood Number One Architectural Review Board / Venetia Neighborhood One Board will issue an approval to the applicant.

**It is the sole responsibility of all applicants to obtain any necessary State, local and other required governmental permits and approvals.**

*If you have any questions regarding this application please contact:*

*Dennis Smith, Lighthouse Management, 941-412-1666, or your Board member listed below.*

Completed forms are to be submitted to the *Venetia Neighborhood Number One Architectural Review Committee, at any of the following addresses:*

Dave Bakula  
4329 Corso Venetia Blvd.  
Venice, FL 34293  
941.497.6502

Norman Hotz  
4418 Sintina Court  
Venice, FL 34293  
941.408.7923

Dennis Smith  
Lighthouse Management  
530 US Hwy 41 Byp S  
Venice, FL 34293  
941.412.1666

**(Application and samples must be submitted in duplicate to be considered complete)**

**VENETIA NEIGHBORHOOD ONE, INC.**  
**HOME/PROPERTY MODIFICATION REQUEST FORM**  
*(Please print all information except signatures are required)*

**1. APPLICANT**

**Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Alt. Phone** (\_\_\_\_) \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**2. PROPERTY OWNER** *(if different than applicant)*

**Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Alt. Phone** (\_\_\_\_) \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**3. PROJECT LOCATION**

**Street Address:** \_\_\_\_\_

**LOT NUMBER:** \_\_\_\_\_

**4. Estimated Start Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_/

**5. Estimated Completion Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_/

**6. Brief Description of Project:** *(attach additional sheets or samples as required)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**(Application, plans and samples must be submitted in duplicate to be considered complete)**

## 7. SUBMISSION

When applicable, a full set of plans (*including site, location of existing structures, landscaping, elevations, details, dimensions, schedules*) to scale and specifications describing the proposed work are to be submitted with the completed application. When applicable a, complete listing of materials to be used, including original color samples must be included. **House painting requires a sample of the main body and trim paint be painted on the house for review prior to approval.**

## 8. NOTIFICATIONS AND CONDITIONS

Applicant shall notify the committee or management company of any changes in the information contained in the application. A permit will be issued when the application has been determined to be complete and when the proposed project is determined to conform to the requirements of the Declaration of Covenants, Conditions and Restrictions and Design Guidelines for Venetia Neighborhood Number One.

Permit shall expire ninety, (90) days from the estimated completion date or ninety, (90) days from the approval date whichever is greater. Applicant may apply for an extension by notifying the ARC or management company at least five (5) working days prior to the date of expiration. Permission/Permit may be suspended or revoked, upon the following findings, the work to which permit pertains is not proceeding in conformance with the permit or with any condition attached to such permit, or if there has been a misrepresentation or falsification of a material fact in connection with the application for the permit. All permissions and requests must be in writing.

## 9. CERTIFICATION

*I hereby certify that I have read the instructions and examined this application and know the same to be true and correct. The granting of a permit does not give authority to violate or cancel the provisions of any other State or Local Law regulating construction or the performance of construction.*

**Owner/Authorized Agent** \_\_\_\_\_  
(SIGNATURE)

**Owner/Authorized Agent** \_\_\_\_\_  
(PRINT NAME)

**Date** \_\_\_\_\_

☐ **APPROVED**

☐ **DENIED**

**Authorized Agent** \_\_\_\_\_  
(signature) (print name)

**Date** \_\_\_\_\_

**Contractor Hours:** Work requiring the use of (*including but not limited to*) power equipment, lawn and garden equipment, power tools or activities creating disturbing sounds shall be permitted only between the hours of 7AM and 5PM weekdays and weekends. All contractor vehicles must exit the community no later than 5:30PM. The only exception shall be for emergencies. This restriction does not affect homeowners working on their own property. Contractor signs are only permitted during work hours when contractor is on site.

**(Application, plans and samples must be submitted in duplicate to be considered complete)**



## **HOLIDAY DECORATION POLICY VENETIA NEIGHBORHOOD ONE**

Venetia Neighborhood Association One  
A Not For Profit Organization

### **HOLIDAY DECORATION POLICY VENETIA NEIGHBORHOOD ONE**

After careful consideration, and input from the Community, the following guidelines have been approved by the VNAOne Board and ARC regarding the display of Holiday decorations. These shall serve as guidelines for Article XI, Use Restrictions, Sections 17 & 18 respectively.

#### **END OF YEAR HOLIDAY SEASON**

Seasonal decorative Holiday lights shall be permitted on homes and landscaping and may be displayed between November 15 and January 15 only. Such lights must not disturb neighbors. All lighting is subject to the approval of the ARC and Board. No prior approval is needed during the specified time period for conforming lighting.

Holiday decorations other than lights shall be permitted on homes and lots from November 15 through January 15th, however no decorations shall be placed on roofs and no objects shall exceed (3) three feet in height, other than trees. No decorations shall create a nuisance, (including but not limited to flashing lights, sounds.) In accordance with existing covenants no mechanical decorations will be allowed. For all decorations that comply with the above requirements, no prior approval shall be deemed necessary.

#### **OTHER HOLIDAYS**

Holiday decorations shall be permitted for Easter / Passover and Halloween. Such decorations shall be permitted from (10) ten days before the holiday until (5) five days after the holiday. No decorations shall create a nuisance (including but not limited to flashing lights or sounds.) In accordance with existing covenants no mechanical decorations will be allowed. For all decorations that comply with the above requirements, no prior approval shall be deemed necessary.

The ARC and Board reserve the right of final decision regarding decorations and lighting that are not conforming.

# VENETIA NEIGHBORHOOD ASSOCIATION ONE, INC.

*A Corporation Not-for-Profit*

c/o Lighthouse Property Management  
530 US Hwy 41 Byp S, 18B, Venice, FL 34285  
941-412-1666 Office 941-412-4056 Fax  
[lisamartin@mgmt.tv](mailto:lisamartin@mgmt.tv)

## E-MAIL AUTHORIZATION FOR OFFICIAL MAILINGS

I, \_\_\_\_\_, do hereby request that I be notified of Venetia Community required notifications via electronic mail, when this option is made available.

It shall be my sole responsibility to notify the Board in writing, at Venetia Community Association, Inc., c/o Lighthouse Property Management, 530 US Hwy 41 Byp S, 18B, Venice, FL 34285, of any changes in the information below.

I hold Venetia Community Association harmless for my failure to notify the Board of any e-mail changes.

Name: \_\_\_\_\_

Address in Venetia: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ I do not have a computer/email address.

## Index

Amendment .....	23
Amendment by Board .....	27
Annoyance .....	18
Applicability .....	27
Architectural Review Committee .....	13
Architectural Standards .....	13
Compliance .....	15
No Liability .....	15
No Waiver of Future Approvals .....	15
Variance .....	15
Architectural Standards, Article XIII .....	13
Assessments .....	10
Computation of Neighborhood Assessments .....	11
Business Use .....	21
Compliance ARC .....	15
Conflict Between the Declaration and Neighborhood Documents .....	26
Conservation Easements .....	24
Disciplinary Action .....	25
Easement .....	28
Easement for Drainage .....	24
E-mail Notification of Meetings .....	Appendix v
Energy Conservation Equipment .....	20
Failure of Mortgagee to Respond .....	28
Fences .....	21
General Provisions .....	23
Non-Condominium/Non-Cooperative .....	26
Notice of Transfer of Lot/Unit .....	26
Public Easements .....	24
Severability .....	24
Term .....	22
Holiday Decoration Policy .....	Appendix iv
Home/Property Modification Request Form .....	29
Hurricane Protection .....	22
Irrigation .....	28
Mailboxes .....	22
Maintenance of Unit Distribution System .....	28
Mortgagee Provisions .....	26
Amendment by Board .....	27
Applicability .....	27
Failure of Mortgagee to Respond .....	28
Notice to Neighborhood Association .....	27
Neighborhood Request for Services .....	12
No Liability .....	15
No Waiver of Future Approvals .....	15
Non-Condominium/Non-Cooperative .....	26
Notice of Transfer of Lot/Unit .....	26

Notice to Neighborhood Association .....	27
Occupants Bound .....	17
On-Site Fuel Storage .....	21
Parking and Prohibited Vehicles .....	16
Play Equipment .....	22
Pools .....	19
Public Easements .....	24
Right of Entry .....	24
Roadways, Sidewalks, Driveways .....	22
Sample Home/Property Modification Request Form .....	Appendix i
Security .....	25
Severability .....	24
Sight Distance at Intersections .....	19
Signs .....	16
Special Assessments .....	11
Subdivision of Lot/Unit and Timesharing .....	19
Subordination of the Lien to First Mortgages .....	12
Tents, Trailers and Temporary Structures .....	19
Term .....	22
Tree Removal .....	19
Type of Dwelling .....	13
Unit Distribution Installation .....	28
Unsightly or Unkempt Conditions .....	18
Use Restrictions .....	16
Annoyance .....	18
Business Use .....	21
Fences .....	21
Occupants Bound .....	17
Parking and Prohibited Vehicles .....	16
Pools .....	19
Roadways, Sidewalks, Driveways .....	22
Sight Distance at Intersections .....	19
Signs .....	16
Subdivision of Lot/Unit and Timesharing .....	19
Tents, Trailers and Temporary Structures .....	19
Utility Lines .....	20
Wells and Drainage .....	19
Wetlands, Lakes, Water Bodies, Conservation or Reserve Tracts and Conservation Easements .....	20
Window Coverings .....	22
User Assessments .....	12
Utility Lines .....	20
Variance .....	15
Wells and Drainage .....	19
Wetlands, Lakes, Water Bodies, Conservation or Reserve Tracts and Conservation Easements .....	20
Window Coverings .....	22