

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF
BELLAGIO ON VENICE ISLAND**

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Approved as Amended December 17, 2019

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Preamble. To promote a civil and harmonious community which is respectful of its members while promoting the common good, it is desirable to have reasonable and rational community expectations, defined in this Declaration, the Bylaws and Rules and Regulations. This Declaration provides a means to enforce these expectations.

The membership of BELLAGIO ON VENICE ISLAND HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby adopt the following as amendments to its Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements:

This Declaration shall govern certain property in Sarasota County, Florida (the "Property"), more particularly described as follows:

Those lands described in Exhibit "A" hereto, being the property platted as the Plat of "Bellagio on Venice Island" as recorded in Plat Book 41, Pages 29 through 29H, Public Records of Sarasota County, Florida

The Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation or the Association's Bylaws.

Section 1. "Architectural Review Committee" shall mean the Architectural Review Committee, provided in Article VII hereof.

Section 2. “Articles” means the Articles of Incorporation of the Association, as amended from time to time.

Section 3. “Assessment” means the amount of money assessed against an Owner for the payment of the Owner’s share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the Bylaws.

Section 4. “Association” means BELLAGIO ON VENICE ISLAND HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized pursuant to Chapters 617 and 720, Florida Statutes, its successors and assigns.

Section 5. “Board” means the Association’s Board of Directors.

Section 6. “Bylaws” means the Bylaws of the Association, as amended from time to time.

Section 7. “Common Area” means collectively all property whether improved or unimproved, or any interest therein such as an easement, which from time to time is owned by the Association for the common use and enjoyment of all Owners. “Fee Common Area” shall mean those parts of the Common Area owned by the Association in fee simple, including, without limitation, all paved road rights-of-way within the Property. “Easement Common Area” shall mean those parts of the Common Area on which the Association has an easement. The Common Area shall initially include, without limitation, the following:

(a) Private road right-of-way located on the Property which provides access from each Lot to U.S. Highway 41 and Gulf Drive, shown as Tract “S” on the Plat, together with such sidewalks as are installed within such right-of-way.

(b) All Drainage, Utility, Signage, and Landscape Easements shown on the Plat.

(c) The Landscape Areas shown as Tracts “B-1”, “B-2”, “B-3”, “B-4” and “B-5” on the Plat.

(d) The retention areas shown as Tracts “D-1”, “D-2”, “D-13” and “D-14” on the Plat.

(e) The Utility and Drainage Areas shown as Tracts “D-3”, “D-4”, “D-6”, “D-7”, “D-8”, “D-9”, “D-10”, “D-11”, and “D-12” on the Plat.

(f) The drainage and surface water management facilities located on the Property.

(g) The clubhouse and recreational amenities described in Article II, Section 19 herein.

Section 8. “Covenants Committee” means a committee appointed by the Board pursuant to the Bylaws which is the hearing tribunal for the Association.

Section 9. “Declaration” means this Declaration of Covenants, Conditions and Restrictions and Easements of Bellagio on Venice Island, as recorded, and as amended, modified or supplemented from time to time. The original Declaration was recorded as Official Records Instrument #2000084957 of the Public Records of Sarasota County, Florida, on July 5, 2000.

Section 10. “Director” shall mean a member of the Board.

Section 11. “Dwelling” shall mean the single family detached residence constructed upon a Lot.

Section 12. “Law” includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 13. “Lot” means a platted lot shown on the Plat intended for construction of a Dwelling. It shall not include any Common Areas or property dedicated to the public.

Section 14. “Maintenance” means the exercise of reasonable care to keep Dwellings, other approved buildings, all private paved roads and rights-of-way, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted landscape management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which shall, at a minimum, include the routine mowing, edging, fertilizing and proper irrigation on a Lot, periodic trimming of all bushes and trees and removal of dead landscape or fallen branches.

Section 15. “Member” means every person or entity that holds membership in the Association.

Section 16. “Mortgage” means any mortgage or other instrument encumbering or transferring any interest in a Lot as security for the performance of an obligation. “First Mortgage” means any Mortgage constituting a valid lien prior in dignity to all other Mortgages encumbering the same Lot.

Section 17. “Mortgagee” means any person named as the obligee under any Mortgage, or the successor in interest to such person. “First Mortgagee” means any person named as the obligee under a First Mortgage, or the successor in interest to such person.

Section 18. “Occupant” means the person or persons, other than the Owner, in possession of a Lot, and may, where the context so requires, include the Owner.

Section 19. “Owner” means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may permit, “Owner” includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Property with the consent of any Owner, expressed or implied, such as an Occupant.

Section 20. “Person” means any natural person or artificial entity having legal capacity.

Section 21. “Plat” means the final plat of “Bellagio on Venice Island” recorded in the Public Records of Sarasota County, Florida, including any amendments or additions thereto, and shall include the subdivided real property therein described.

Section 22. “Property” means the lands described on the Plat, including Lots and Common Area, and shall include such additional property as is subjected to this Declaration by amendment or supplement.

ARTICLE II PROPERTY RIGHTS

Section 1. **Easements and Enjoyment.** Each Owner has a nonexclusive right and easement of enjoyment in and to the Fee Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) This Declaration, the Bylaws, Rules and Regulations, and any other applicable covenants and restrictions as amended from time to time.

(b) Any restrictions or limitations contained in any deed conveying such property to the Association.

(c) Fees. The Association’s right to charge reasonable fees for the use, safety and maintenance of the Fee Common Area and any common facilities from time to time situated thereon and the Easement Common Area, to the extent required to be maintained by the Association herein.

(d) Suspension and Fines. The Association's right: (i) to suspend the voting rights of any Owner for the nonpayment of regular annual Assessments that are delinquent in excess of ninety (90) days; (ii) to suspend such Owner's right to use any facility owned or controlled by the Association (including, without limitation, any clubhouse and recreational amenities located in the Common Area) for the same period of unpaid Assessments; and (iii) to levy a reasonable fine not to exceed \$100 per violation and/or to suspend any Owner's right to use any such facility for any infraction of this Declaration, Bylaws and valid Rules and Regulations for a reasonable period of time. With respect to (iii) above, the following restrictions shall apply: (A) a fine or suspension may not be imposed without notice of at least 14 days to the person sought to be suspended and an opportunity for a hearing before a Covenants Committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association (or the spouse, parent, in-law, child, grandchild, grandparent, brother or sister of an officer, director or employee); (B) if the Covenants Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed; (C) a fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing, except that no fine shall exceed \$1,000 in the aggregate per month for the first month, \$2000 in the aggregate for the second month and not to exceed \$3000 in the aggregate per month for successive months; (D) suspension of Common Area use rights shall not impair the right of an Owner to have vehicular and pedestrian ingress to and egress from his Lot, including, but not limited to, the right to park; and (E) the Board may suspend any services provided by the Association to Owner or the Owner's Lot if the Owner is delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, guest or invitee of a Lot violates the Declaration, Bylaws, or a Rule and Regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any Rule and Regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(e) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request for a hearing to the Covenants Committee appointed pursuant to the Bylaws; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided, the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(f) Hearing. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Covenants Committee. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. These minutes and committee reports shall be kept available for inspection by Members or their authorized representatives at any reasonable time. The Association shall maintain these minutes and reports for at least seven (7) years or as required by law. Minutes must be in written form within a reasonable time following the meeting date.

(g) Additional Enforcement Rights. The Board may elect to enforce any provision of the Declaration, the Bylaws, or the Rules and Regulations of the Association by self-help or by any other action authorized by the Declaration or these Bylaws and permitted by law. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

(h) Dedication. The right of the Association, acting through the Board, to dedicate, transfer or mortgage all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the Owners. If ingress or egress to any Lot is through the Fee Common Area, any conveyance or encumbrance of such area shall be subject to a nonexclusive easement for ingress and egress for the benefit of such Lot.

(i) Delegation of Use. Subject to such limitations as may be imposed by the Bylaws or reasonable Rules and Regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Fee Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees. A Member automatically delegates the Member's said right of enjoyment to any lessee of the Member's lot and thereby relinquishes the Member's right of enjoyment of the Fee Common area facilities for the term of the lease.

(j) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable Rules and Regulations governing the use of the Common Area. The adoption, alteration or rescission of the Rules and Regulations shall occur as outlined in Article V Section 9.

(k) The provisions of Article II, Section 19 herein regarding the clubhouse and recreational amenities.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event shall the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public and Private Easements. Portions of the Property have been dedicated and conveyed as described on the Plat for use and maintenance of utility, drainage, landscape, and signage easements, together with a right of ingress and egress over and across the easement areas for such purposes. Easements for installation and maintenance of utilities, drainage facilities, and landscaping are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage structures, or which may impede the flow of water through drainage structures in the easements. Except to the extent such maintenance is expressly assumed by the Association in Article II, Section 12(b) hereof, easement areas within a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

Section 5. Easements for Cross-Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, no Person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner of the affected property and the Association.

Section 6. Partition. There shall be no judicial partition of the Fee Common Area or any Lot, nor shall the Association, or any Owner, or any person acquiring any interest in the Property or any part thereof, seek judicial partition thereof, including any attempted judicial partition of any Lot owned in co-tenancy.

Section 7. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's Rules and Regulations:

(a) **Obstructions.** There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items originally installed and their replacement.

(b) **Alterations.** Nothing will be altered, constructed upon, or removed from the Common Area except with the specific approval of the Board.

(c) **Activities.** All uses and activities upon or about the Common Area are subject to the Association's Rules and Regulations.

(d) **Signs.** No sign of any kind will be displayed to public view within the Property except: (i) customary name and address signs on each Lot in the color, size, location and form approved by the Board, and (ii) no trespassing, no solicitation, beware of dog, Contractor's security sign or such similar signs affixed to the front of a Dwelling, as approved by the Board or as specified in the Rules and Regulations as to size, color, location and content. No sign advertising a Lot for sale or for rent will be placed on the Property without prior written approval of the Board or as specified in the Rules and Regulations as to its size, style, content, and location. No sign shall be lighted or illuminated in any manner. No advertising or third-party signs shall be permitted except as provided above.

(e) **General Prohibitions.** No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property that is hazardous or in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors. No obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance or unreasonable annoyance to any Owner or to any other person lawfully residing within the Property is permitted anywhere within the Property. Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution are prohibited.

(f) **Subdivision.** Subdivision of a Lot into two or more Lots or changing the boundary lines of any Lot is prohibited.

(g) **Use of Lots.** Each Lot may be improved and used for residential purposes only. Only a single detached family home, approved in accordance with Article VII, may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot, except that an Owner or occupant residing in a Dwelling may conduct limited business activities within the Dwelling so long as: (i) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the activity conforms to all zoning requirements for the Property; (iii) the activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the activity is consistent with the

residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. Yard sales, estate sales, garage sales and similar sales of personal property are prohibited except as may be specifically provided by Rules and Regulations promulgated by the Board pursuant to Article V, Section 9.

Section 8. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that a reasonable number (as provided by Rules and Regulations not to be more than 3 in the aggregate) of dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pets immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pets shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. However, those pets which, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed within thirty (30) days upon request of the Board. No outside animal pen, cage or shelter shall be constructed without prior written approval of the Board. No fenced dog runs are permitted.

Section 9. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash or recycle containers shall be placed at curbside for pickup earlier than the night prior to the scheduled pickup. Such containers shall be promptly removed after pick up as specified in the Rules and Regulations.

Section 10. Appurtenances. No porch, deck, patio, fence, screened enclosure, or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed, improved, altered, or extended without written approval. No outdoor clothes-lines may be installed or maintained on any Lot. Any storm doors, screen doors or screening of front porches or garages shall require prior written approval. No above-ground swimming pools, storage sheds or outbuildings are permitted on any Lot. Solar collectors may not be installed without prior written approval. Satellite dishes, television antennas and all other antennas may not be installed without approval except as otherwise provided by FCC rule. Requests for approval shall be submitted to the Architectural Review Committee which may approve or disapprove the request in accordance with Rules and Regulations promulgated by the Board. The Architectural Review Committee shall afford the Member the opportunity to meet with the committee, advise the Member of the review, approval and appeal process and render its decision in writing. Where the matter is not clearly addressed by the Rules and Regulations, the committee shall review the matter and make written recommendations to the Board. Requesting Members who disagree with the decisions of the Architectural Review Committee or the Board may appeal these decisions to the Covenants Committee.

Section 11. Storage of Vehicles, Watercraft, Machinery or Equipment.

Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no watercraft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Fee Common Area, unless stored on a Lot within a garage in such a manner that it can be completely concealed from view when the garage door is closed. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in a driveway. A "permitted vehicle" shall mean a licensed motor vehicle which is a passenger automobile or van (including a high-top conversion van but excluding a motor home or recreational vehicle), and provided that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights-of-way. A "permitted vehicle" shall not include a motorcycle, a pick-up truck or a vehicle used for commercial purposes, including vehicles containing racks, tool storage units, and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area. Notwithstanding anything to the contrary in any other document or instrument, no parking shall be permitted on any public right-of-way within the Plat in order to circumvent the restrictions in this Section.

Section 12. Maintenance.

(a) By Owner. Each Owner shall, as necessary from time to time, repair, replace and maintain all portions of the Owner's Dwelling, including without limitation the roofs, gutters, downspouts, exterior building surfaces, windows, doors, trim, Owner's driveways, mailbox and all other exterior improvements and attachments from time to time situated on such Owner's Lot. Where it is determined that the Association is not responsible for the death of any plantings the Owner shall replace dead plants, trees and other landscaping with acceptable species outlined in the Rules and Regulations. Within the planted areas the Owner may use any of the acceptable species and is not required to duplicate the preexisting landscape. Where the death or disease of the plantings may be attributable to the failure of adequate irrigation, fertilization or pest control, the Owner may request that the Board authorize the Association to contribute to the cost of the replacement. The Board is not obligated to do so. No Owner shall permit any waste to the exterior portions of such Owner's Dwelling or the Lot. Each Owner shall make all repairs, maintenance and replacements necessary to keep attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. After being provided written notice and a reasonable

opportunity to remedy any defect or deficiency, should an Owner fail to satisfy the minimum standards for maintenance described herein or required by the Board, then the Association may perform the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article VI, Section 4 hereunder.

(b) **By Association.** The Association shall maintain the lawn, plants, trees, shrubs and landscaping upon each Lot in good order and repair, including, but not limited to mowing, trimming, and application of fertilizers and pesticides to trees, shrubs, and lawns. The Board may promulgate Rules and Regulations which define conditions under which the Association would participate in the replacement of common area and Owner landscaping but it is not obligated to do so. The Association is responsible for replacement of Owner and Common Area sod in accordance with Rules and Regulations it may develop. The Association is not responsible for annual plantings on Owner Lots.

The Association shall also maintain the Lot's irrigation system. The Association may modify the irrigation system to provide adequate coverage. An Owner wishing to modify the irrigation system at his own expense must obtain written approval from the Board and the modifications must occur in the manner acceptable to the Board. Once these modifications are complete the Association will assume responsibility for continued maintenance. All such maintenance shall be performed in accordance with standards established from time to time by the Board. The Association, its employees and agents, may enter upon any Lot to provide for inspection, maintenance, and repair. Such entry by the Association, or any of its employees or agents shall not be a trespass, and by accepting a deed for a Lot each Owner expressly grants to the Association a perpetual, non-exclusive easement upon, over, across, through and under that Owner's Lot to provide the maintenances described in this subsection. An Owner may modify the plantings in the mulched areas at his expense so long as the plantings are listed as acceptable in the Rules and Regulations promulgated by the Board. Exceptions to this require written approval by the Board. Owners must obtain Board approval for alterations of the driveway. Owners may request approval of the Board to modify the size or location of the mulched areas at the Owner's expense.

Section 13. Access by Association. In addition to the access easement for landscape maintenance described in Section 12(b) of this Article, the Association has a irrevocable right of entry onto each Lot (but not inside a Dwelling) for any purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice to the Owner or Occupant of the Lot whenever circumstances reasonably permit. Entry into any Dwelling shall not be made without the consent of its Owner or Occupant for any purpose, except pursuant to court order or other authority granted by law. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 14. Rules and Regulations. No Owner, Occupant, or person residing within a Dwelling, or their invitees, may violate the Association's Rules and Regulations for the use of the Property (which includes both the Common area and the Lots), and all such persons shall comply with such Rules and Regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's Rules and Regulations, such restriction or prohibition is self-executing until the Association promulgates Rules and Regulations expressly permitting such activity, condition or structure. Without limitation, any Rules and Regulations will be deemed "promulgated" when mailed to all Owners at the addresses shown on the Association's books and when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose. Except for emergencies, the adoption, alteration or rescission of any Rule and Regulation requires the notice as outlined in Article V Section 9. In an emergency, the Board may adopt Rules and Regulations and promulgate them for a period not to exceed ninety (90) days.

Section 15. Dwellings. Only one Dwelling may be constructed on any Lot. The Dwelling shall occupy the substantially identical footprint and shall be of the same single storey architectural style of the original dwelling and shall include a two (2) car garage of the same style. Replacement Dwellings shall be subject to Architectural Review Committee review and approval by the Board. The maximum height of each Dwelling shall be thirty (30) feet. In addition to the prohibitions in Section 11 of this Article, no trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time. Any exception must be approved by the Board in writing. Any Dwelling constructed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the City of Venice zoning regulations and any variances thereto. No structural or non-structural alterations shall be permitted without written permission of the Board. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, epoxies or similar treatments shall be permitted, unless otherwise approved in advance by the Board. Requests for approval shall be submitted to the Architectural Review Committee which may approve or disapprove of the request in accordance with the Rules and Regulations promulgated by the Board. Owners seeking approval who disagree with the decisions of the Architectural Review Committee or the Board may appeal these decisions to the Covenants Committee.

Section 16. Mailboxes. Any change in the Owner's mailbox is subject to approval by the Board. Upon recommendation of the Architectural Review Committee the Board may adapt Rules and Regulations governing the replacement of mailboxes.

Section 17. Use of Ponds and Waterways. No Owner, Occupant or invitee shall permit the use of any watercraft, motorized or non-motorized, on any waterway, lake or pond in or adjacent to the Property, or permit the construction or maintenance of any dock, or permit any storage of any items on the banks of such waterways, lakes or ponds.

Section 18. Leasing. No Owner shall lease less than the entire Lot and Dwelling which he owns or lease such Lot and Dwelling for a period of less than three (3) months or more than four (4) times in any calendar year.

Any Owner anticipating the leasing of a property shall provide the Association with a notice in a form promulgated by the Board signed by the Owner and the Lessee not less than fourteen (14) days prior to the start of the lease. This form shall include the names of all occupants, the period of the lease and an affirmation that the Owner has provided the lessee with a copy of the Declaration, Bylaws and Rules and Regulations, which copy shall be retained on the Owner's leased premises. The Owner will also certify on this form his understanding and acceptance of the conditions of this Section and that the Owner has included a provision in the lease stipulating that the Lessee is obligated to abide by the Declaration and Association Rules and Regulations and that failure to comply is grounds for eviction. Leases must have a provision prohibiting subleasing. Owners remain responsible to the Association for lessee compliance with the Declaration, Bylaws, Articles of Incorporation and Rules and Regulations and any actions taken by the Association for violations by lessees and their visitors. An Owner may not lease a dwelling until a minimum of fourteen (14) days has elapsed from the date of submission of the fully completed and compliant notice.

Section 19. Special Provisions Regarding Clubhouse and Recreational Amenities. The Common Area includes a clubhouse with accompanying recreational amenities, swimming pool and tennis court. All Owners, Occupants, and guests shall have a revocable, non-exclusive license (subject to suspension or termination as provided herein) for the use of the clubhouse and recreational amenities. All such users shall abide by all Rules and Regulations promulgated by the Board, as such Rules and Regulations may be amended from time to time. If an Owner, Occupant, or guest fails to abide by such Rules and Regulations, the Association may suspend or terminate such person's license to use the clubhouse and/or recreational amenities. The Owners are obligated to contribute to the payment of expenses for the maintenance, repair, replacement, and insurance for the clubhouse and recreational amenities, and such obligation shall be part of the assessments described in Article VI herein. Owners may reserve the clubhouse and recreational amenities in accordance with the Rules and Regulations promulgated by the Board.

ARTICLE III OPERATION, MAINTENANCE AND MONITORING OF DRAINAGE FACILITIES

Section 1. Operation and Maintenance. The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are required to achieve compliance with the conditions of the surface water management permit (the "Permit") issued by the Southwest Florida Water Management District (the "District"), as required by District rules. This provision includes the operation of back-up or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the Permit and when required by District rules.

Section 2. Transfer of Permit. The Association has accepted transfer of the Permit and has complied with the conditions of the Permit, which conditions may include monitoring and record keeping, schedules, and maintenance.

Section 3. Water Quality Data. Water quality data for the water discharged from the Property or into the surface waters of the State of Florida shall be submitted to the District by the Association as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data is required, the Association shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State of Florida.

Section 4. Association Control. The Association agrees to operate and maintain the drainage and surface water management system on the Property (the "Drainage System"). The Association shall maintain sufficient ownership so that it has control over all water management facilities authorized.

Section 5. Hold Harmless. The Association shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the Permit.

Section 6. Access by District. The Association specifically agrees to allow authorized District personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted, for the purposes of inspection and testing to determine compliance with the Permit and District regulations, such as:

- (a) Having access to and copying any records that must be kept under the conditions of the Permit;
- (b) Inspecting the facility, equipment, practices, or operations regulated or required under the Permit;
- (c) Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the Permit or District rules; and
- (d) Gathering of data and information.

"Reasonable time" may depend on the nature of the concern being investigated.

Section 7. Information. When requested by the District, the Association shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the Permit. If the Association becomes aware that relevant facts were not submitted or were incorrect in the Permit application or in any report to the District, such facts or information shall be submitted or corrected promptly.

Section 8. Owner Compliance. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40 D-4, Florida Administrative Code, approved and on file with the District.

Section 9. Native Vegetation. It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting his Lot. Removal includes dredging, the application of herbicide, and cutting. Owners should address any question regarding authorized activities within the wet detention pond to the District, Venice Permitting Department.

Section 10. Other Permits. Nothing contained in the foregoing shall be deemed to relieve any Owner of the obligation to obtain such other permits and approvals as may be required by law in connection with activities upon such Owner's lot.

ARTICLE IV SPECIAL EASEMENTS

Section 1. Ingress Egress Easements. In connection with the development of the Property, certain existing ingress egress easements held by the West Coast Inland Navigation District ("WCIND") have been amended to change the physical location of the access over the Property provided to WCIND to its parcels.

The Right-of-Way Easement along the northern boundary of the Property (Recorded at O.R. Book 549, Page 625), was amended by Amendment Recorded as Instrument #2000066377 ("North Easement"). The North Easement lies within Tract D-5 on the Plat, which was dedicated to the City of Venice on the Plat.

A second Easement Agreement Recorded as Instrument #1998088716 was amended by Amendment to Easement Agreement dated September 30, 1999 and Recorded as Instrument #2000066378, to relocate the original easement and to provide access from U.S. Highway 41 across the entrance road into the Property ("Calle Del Paradiso" as platted) to the corner of Lot 1, and thereafter parallel to the westerly boundary of Lot 1 to the common boundary of the Property and the WCIND parcel ("South Easement"), as shown on the Plat.

The North and South Easements, as amended, may not be further amended, nor may their use be restricted without the specific written agreement of WCIND.

Section 2. Maintenance of South Easement. A paved roadway adjacent to Lot 1 between Calle Del Paradiso and the WCIND parcel was constructed. After the initial paving adjacent to Lot 1 between Calle Del Paradiso and the WCIND parcel, WCIND shall maintain the paving as it deems necessary and the Association shall maintain all landscaping and landscape buffering installed within the unpaved portion of the South Easement area adjacent to Lot 1.

Section 3. Association Obligations. All obligations of original declarant under the South Easement, as amended, are the responsibility of the Association. The Association shall be responsible for those maintenance requirements of original declarant set forth in the South Easement and shall succeed to the rights and obligations of original declarant under the South Easement.

Section 4. Continuance of Obligations. Notwithstanding anything to the contrary set forth in this Declaration, the obligations of the Association under Article IV shall not be amended, modified, changed or diminished without the specific written consent of WCIND. Should, for any reason, the Association cease to function under this Declaration, then all maintenance and other obligations of the original declarant under the revised easements shall become the obligation of whichever entity becomes obligated to maintain the roadways and other common areas within the Property.

ARTICLE V THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member, and each such person shall be jointly and severally obligated to perform the responsibilities of Owners. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's contract vendee in possession.

Section 2. Voting. Each Owner shall be entitled to equal vote for each Lot owned. When more than one person holds an ownership interest in a Lot, the vote for such lot shall be exercised as determined by all ownership interests. In no event shall more than one vote be cast with respect to any one Lot.

Section 3. Directors. The election of Directors and the size of the Board shall proceed as provided in the Bylaws.

Section 4. Common Area. Subject to the rights and duties of Owners set forth in this Declaration, the Association has exclusive management, operation and control of the Fee Common Area, all improvements, furnishings, equipment, walls, fences, landscaping (including without limitation, turf, shrubs and trees), and other personal property, if any. The Association's duties with respect to the Fee Common Area shall also include the maintenance of all of the foregoing in accordance with a maintenance schedule established by the Association, including trees, paving, curbing, and sidewalks originally installed on the Fee Common Area, so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair, consistent with this Declaration; the payment of all taxes validly levied, assessed, or imposed with respect to the Fee Common Area; and the maintenance of adequate public liability and property damage insurance with respect to the Fee Common Area. The initial Common Area within the Property is described in Article I, Section 7, hereof.

Section 5. Exterior Maintenance. Except as provided in Article II, Section 12(b), the Association has no duty of maintenance with respect to any Lot or Dwelling, and each Owner shall maintain such Owner's Lot and Dwelling in a safe, sanitary and reasonably attractive condition. If:

(a) Any Owner refuses or fails to make any maintenance, repairs, or replacements required by Article II, Section 12(a), above; and

(b) As a result, if in the sole opinion of the Board, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Property; and

(c) At least seventy-five percent (75%) of the members of the Board find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and

(d) Such Owner was given a reasonable opportunity to be heard by the Board;

Then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as are reasonably necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article VI, Section 4 below. Following such decision the Board must delay action for thirty (30) days to allow an Owner to appeal. The Owner has the right of appeal of the Board's decision to the Covenants Committee. Such appeal must be filed in writing within thirty (30) days of notice of the Board's decision.

Section 6. Services. The Association may obtain and pay for the services of any person to manage its affairs and for the proper operation of the Property as the Board determines are reasonably necessary whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for management, legal and accounting services necessary in connection with the operation of the Property or the enforcement of this Declaration, the Articles, Bylaws, or the Rules and Regulations.

Section 7. Security. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY, NOR SHALL IT BE HELD LIABLE FOR ANY INJURY, LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF ANY EFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, GATE, OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, LOTS, DWELLINGS, AND TO THE CONTENTS OF LOTS AND DWELLINGS RESULTING FROM THE ACTS OF THIRD PARTIES.

No Owner shall, without the written permission of the Board, cause any gates to be left open or unlocked or to provide any keys or access codes to the public. The Board may promulgate Rules and Regulations pursuant to Article V Section 9 which provide procedures for public access during specified periods or circumstances.

Section 8. Rights to Storm Water Runoff and Water Conservation and Reclamation Programs. The Association hereby reserves all rights to ground water, surface water, and storm water runoff within the Properties and each Owner agrees, by acceptance of a deed to a Lot, that the Association shall retain all such rights. No Person other than the Association shall claim, capture, or collect rain water, ground water, surface water, or storm water runoff within the Property without prior written permission of the Association. The Association may establish programs for reclamation of storm water runoff and waste water for appropriate uses within or without the Property and may require Owners and occupants of Lots to participate in such programs to the extent reasonably practicable. No Owner or occupant of a Lot shall have any right to be compensated for water claimed or reclaimed from Lots. The Board shall also have the right to establish restrictions on or prohibit outside use of potable water within the Property.

Section 9. Rules and Regulations. As provided in the Bylaws, the Association, through the Board, from time to time may adopt, alter, amend, rescind and enforce reasonable Rules and Regulations governing the use of the Property and Lots, consistent with the rights and duties established by this Declaration. Any action to adopt, alter, amend or rescind a rule and regulation shall require a vote of seventy five (75%) percent of the Board. The Association's procedures for enforcing its Rules and Regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both. Such rules shall be binding upon all Owners, occupants, invitees, and licensees. Owners may veto any rule or rule amendment if at least a majority of the Association's total voting interest (i.e. 72 voting interests) vote to disapprove by votes cast in person and by proxy at an Association membership meeting duly convened for such purpose.

Section 10. New Capital Improvements. Except for replacement or repair of those items which the Association is obligated to maintain hereunder, including the private roads and rights-of-way, and except for any personal property related to the Fee Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of a majority of the Association's voting interests (in person or by proxy) at a membership meeting duly convened for such purposes.

Section 11. Implied Rights and Board Authority. The Association may exercise any of the right or privilege given to it expressly by this Declaration or by the Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

Section 12. Amplification. The provisions of this Declaration may be amplified by the Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration. The provisions of this Declaration on the one hand, and the Articles and Bylaws on the other hand, shall be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the provisions of this Declaration control anything to the contrary in the Articles or Bylaws.

Section 13. Owner's Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry blanket "all-risk" property insurance on his Lot(s) and structures thereon providing full replacement cost coverage less a reasonable deductible, unless the Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Lot, he shall proceed to repair or to reconstruct such structures within twelve (12) months after such damage or destruction, in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VII of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition. The Owner shall pay any costs which are not covered by insurance proceeds.

ARTICLE VI ASSESSMENTS

Section 1. **Assessments Established.** Each Owner of a Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Association:

- (a) Annual assessments, as provided in Section 2 of this Article; and
- (b) Special assessments, as provided in Section 3 of this Article; and
- (c) Specific assessments, as provided in Section 4 of this Article; and
- (d) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and
- (e) Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration.

All of the foregoing are a continuing charge on the Lot and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such assessment, together with interest, late charges and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment became due. However, such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing.

Except as expressly set forth herein, no Owner may exempt himself from liability for assessments by non-use of the Common Area, abandonment of his Lot, or any other means. 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 for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Section 2. **Annual Assessment.** The annual assessment for each year shall be due in advance on the first day of the fiscal year, and may be payable in such number of installments without interest, as the Board determines. The annual assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants, including without limitation: (i) the operation, management, maintenance, repair, replacement and improvements of the Common Area required to be maintained by the Association (including, but not limited to, the drainage and surface water management facilities and the clubhouse and recreational amenities on the Property) and the establishment of reserve accounts, (ii) the cost of labor, equipment, materials, management, and supervision of the Common Area required to be maintained by the Association; and (iii) all other general activities and expenses of the Association.

Section 3. Special Assessments for Nonrecurring Maintenance and Capital Improvements. In an assessment year, the Board may levy special assessments (in addition to the annual assessment or the assessment authorized above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto. Special assessments may be levied only when any reserved funds for the purpose are insufficient. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question. Such special assessments must be approved by a membership meeting duly convened for such purpose at which a quorum of thirty percent (30%) of membership voting interests (43 voting interests) are represented in person or by proxy and where at least sixty (60%) percent of those voting approve. A vote of membership approval shall not be required if the assessment is necessary to enable the Association to complete maintenance, repair or replacement of Association property as mandated by a government authority, contractual obligation or otherwise required to obtain or maintain required insurance. Special assessments shall be considered at the time of the adoption of the annual budget or within one month of said adoption except in unforeseen circumstances. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interest), as the Board determines. Such installments may extend beyond the fiscal year in which the special assessment is approved.

Section 4. Specific Assessments. The Board shall have the power to levy specific assessments against a particular Lot or Lots constituting less than all Lots within the Property, as follows:

(a) To cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to any special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, handyman service, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner; or

(b) To cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, the Bylaws, the Rules and Regulations of the Association, or cost incurred as a consequence of the conduct of the Owner or occupants of the Lot, their licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a specific assessment under this subsection.

Section 5. Amount. A budget of the income and expenses of the Association for each fiscal year shall be prepared by the Board at least sixty (60) days before the end of each fiscal year. The Board shall prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must also set out separately all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Owner with a copy of the budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. The assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted expenses, including reserves. If the budget requires an annual assessment of one hundred ten percent (110%) or less of the annual assessment for the fiscal year then ending, the assessment so proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires an annual assessment that is more than one hundred ten percent (110%) of the annual assessment then in effect, the Board shall call a membership meeting on not less than fourteen (14) days prior notice for the purpose of approving such increase. A majority of the votes, pursuant to Article V, Section 2, of those Members present and voting in person or by proxy is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the Owners' voting interests present (in person or by proxy) and voting shall determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. A vote of membership approval shall not be required if the assessment is necessary to enable the Association to complete maintenance, repair or replacement of Association property as mandated by a government authority, contractual obligation or otherwise required to obtain or maintain required insurance. Each annual assessment may be payable in such number of installments, without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year. The Board may amend the annual budget in the same manner as specified herein.

Section 6. Share of Assessments. The annual and special assessments shall be levied equally against all Lots. Each Lot's proportional share of a particular assessment (except for a specific assessment) shall be equal to the total assessment divided by the number of Lots shown on the Plat (i.e., 1/142). Each Owner shall be responsible for its Lot's proportional share of all annual and special assessments levied by the Association.

Section 7. Assessment Liens. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including without limitation reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot, but all other lienors acquiring liens on any Lot are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment or installment as provided by the Board not paid within thirty (30) days after its due date shall be deemed delinquent and shall bear interest from its initial due date and shall incur a late fee of \$25. The interest rate shall be prime plus four percent (4%) or the maximum allowed by law, which ever is less. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot, or both. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non use of the Fee Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure sale, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, mortgage, convey, lease, rent, use and otherwise deal with such Lot as its Owner. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessments, its equal *pro rata* share of the assessment that would have been charged such Lot had it not been acquired by the Association. Any income associated with the ownership of any such acquired lots shall be credited to the assessments or taxes due thereon. The Association shall dispose of any acquired property as soon as practically possible. The sale shall be publicly advertised and the sale price shall be based upon an independent appraisal. Unless otherwise determined by a vote of the Association membership, the sale price may not be less than 95% of the appraised value. The property may not be sold to a Board member, or immediate past Board member or any family member of same, either directly or indirectly. The Association may sue for unpaid assessments without foreclosing or waiving the lien securing the same. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of

the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. **Failure to Assess.** Failure of the Board to fix assessment amounts or rates shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

Section 11. **Exempt Property.** The following property shall be exempt from payment of assessments: (a) all Fee Common Area; and (b) all property dedicated to and accepted by any governmental authority or public utility.

Section 12. **Lien Subordination.** The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Except as otherwise provided by law, sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to a judicial sale upon foreclosure of any First Mortgage, or any deed in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such judicial sale or deed in lieu of foreclosure, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due or from the lien thereof. Any lien holder may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such lien holder will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 13. **Homestead.** By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (a) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (b) the Association's lien for such assessments has priority over any such homestead; and (c) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

Section 14. **Acceleration of Assessments upon Default** If any Owner shall default in the payment of one or more assessments or installments thereof, the Board may accelerate said assessments or installments upon not less than thirty (30) days notice to the Owner delivered by certified or registered mail return receipt requested. At which time, the balance of said assessment shall become due and payable.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Authority. No improvement or construction, or any color change, or exterior alteration may be made on any Lot unless and until approved in writing by the Board upon recommendation of the Architectural Review Committee ("ARC"). Such approval will not be unreasonably withheld for replacements or reconstructions that conform in design, materials, appearance and quality to that of the original work. Any Owner may remodel, paint, or redecorate the interior of structures on his Lot without approval. However, modification to the interior of screened porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to approval in writing by the Board upon recommendation of the Architectural Review Committee ("ARC"). All Dwellings constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer. This Article shall not apply to any Association improvements to the Common Area made by or on behalf of the Association. After consultation with the ARC and in accordance with proper procedures the Board may adopt Rules and Regulations which specify that certain matters are delegated to the ARC and will not require individual Board consideration. Owners may appeal any resultant disapproval to the Covenants Committee.

Section 2. Procedure. All applications to the ARC must be accompanied by reasonably detailed plans and specifications. If the Board, or the ARC where delegated by the Board, does not approve or disapprove any application within forty-five (45) days (or other period as mutually agreed) after receipt of an application consisting of a complete set of plans and specifications, it shall be deemed automatically approved. In all events, approval must be in writing. The procedures for approval as further defined in the Bylaws must afford any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person or by representatives of such Owner's choosing, or both. The approval or consent of the Board to any plans and specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Board shall not be deemed to constitute a waiver of any right to withhold approval of consent as to any Plans or Specifications or other matters subsequently or additionally submitted for approval or consent to the same for a different person.

Section 3. ARC Membership. The number of members on the ARC shall be determined by the Board, but in no event shall the ARC consist of less than three (3) members. ARC members shall be either Members of the Association or members of the Board. The Board shall serve as the ARC and shall continue to do so unless the Board elects to form the ARC as a separate committee of the Association under the control of the Board, in which case the members of the ARC shall be appointed by the Board and may be removed by the Board.

Section 4. Replacement. In the event of the death, inability to serve because of disability, or resignation of any member or members of the ARC (if the ARC exists as a separate committee of the Association), the Board shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the ARC.

Section 5. Standards. In reviewing any particular application, the ARC and Board shall consider whether its action will: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; (b) preserve the value and desirability of the Property as a residential community; (c) not have an adverse environmental or ecological impact on the Property; (d) be consistent with the provisions of this Declaration; and (e) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community. The ARC may recommend standards and guidelines to the Board which, if adopted and promulgated by the Board, would assist the committee by delegating decision authority to the ARC.

Section 6. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the ARC will change from time to time and that interpretation, application, and enforcement of any design review standards may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 7. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Board and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor shall the Board and the ARC bear any responsibility for ensuring compliance with building codes or other governmental requirements. The Association, the Board, any committee, or any member of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot.

Section 8. Enforcement. Any alteration, modification, structure or improvement placed or made in violation of this Article or applicable Rules and Regulations shall be deemed to be non-conforming. Upon written request from the Board, the Owners shall, at their own cost and expense, promptly remove such non-conforming structure or improvement and restore the Lot to substantially the same condition as existed prior to the non-conforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs may be assessed against the benefited Lot and collected as a specific assessment together with any interest, late fee, costs and attorneys fees as provided herein for late assessments. In addition to the foregoing, the Association shall have the authority in standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Board or ARC .

Section 9. Procedures. The ARC shall meet and conduct its affairs following the same procedures as provided herein and in the Bylaws.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Term. This Declaration shall run with and bind the Property and the Lots, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is originally recorded. After such time, this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding each extension, agreeing to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein.

Section 2. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then such party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article VI, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time.

Section 3. Receipt of Declaration. Any Person who enters into a contract to purchase a Lot from a Person shall be entitled to receive a copy of the Declaration from the seller of such Lot. The Association shall supply each new Owner upon notice of title the Articles of Incorporation, Declaration of Covenants, Conditions, Restrictions and Easements, Bylaws and Rules and Regulations. Failure of the Association to supply these documents does not limit or alter the responsibility of the Owner to fully comply with all requirements contained in the documents.

Section 4. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 5. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity.

Section 6. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting Members representing 70% of the total voting interests of the Association (i.e., 100 voting interests). Notwithstanding the above, 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.

Section 7. Consent by First Mortgagees. The approval of fifty-one percent (51%) of the First Mortgagees holding Mortgages of record on Lots shall be required to add to or amend any material provisions of this Declaration, the Articles, or the Bylaws of the Association which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Subordination of assessment liens;
- (c) Insurance;
- (d) Boundaries of any Lot which is security for a mortgage of record;

and

- (e) Any provisions which are for the express benefit of the mortgagees or insurers or guarantors of recorded first mortgages on individual Lots.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. A First Mortgagee who receives a written request from the Association to approve material additions or amendments to the above items that does not deliver or post a negative response to the Association within thirty (30) days shall be conclusively deemed to have approved such addition or amendment.

Section 8. Notice to First Mortgagees. Upon written request to the Association (such request to state the name and address of such First Mortgagee, and the street address of the Lot to which its Mortgage relates), a First Mortgagee will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its Mortgage;
- (b) Any delinquency in the payment of Assessments or charges owed by the Owner of any Lot which it holds the Mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action that requires the consent of a specified percentage of Mortgage holders.

Section 9. **Additional Rights of First Mortgagees.** First Mortgagees shall have the following rights:

(a) Upon written request by a First Mortgagee to the Association. The First Mortgagee is entitled to a copy of the financial statements of the Association for the immediately preceding fiscal year as soon as such financial statements are available.

(b) The Association shall make available for inspection upon the First Mortgagee's request, during normal business hours of the Association, current copies of the Declaration, Bylaws, other rules concerning the Property and the books, records and financial statement of the Association.

Section 10. **Notice of Sale or Transfer of Title.** Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

Section 11. **Interpretation.** Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Property" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property as a residential community by providing a common plan for their development and enjoyment.

EXHIBIT "A"

Legal Description: (Bellagio on Venice Island)

Commence at the Southwest corner of Section 17, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.00°48'20"E., along the West line of said Section 17, a distance of 867.45 feet to the northeasterly right of way line of U.S. Highway No. 41 (Business), per Florida Department of Transportation Right of Way Map, Section 17010-2502, recorded in Road Plat Book 1, at Page 94A, Public Records of Sarasota County, Florida for a POINT OF BEGINNING; thence continue along said West line of said Section 17, N.00°48'20"E., a distance of 461.71 feet to the most westerly corner of Parcel 3 described in Official Records Book 554, at Page 184, Public Records of Sarasota County, Florida; thence N.40°28'40"E., along the northwesterly line of said Parcel 3, described in Official Records Book 554, at Page 184, and its northeasterly extension, a distance of 352.15 feet to a point on the westerly extension of the northerly line Parcel 2 described in Official Records Book 554, at Page 184, Public Records of Sarasota County, Florida; thence S.89°03'50"E., along said westerly extension and the northerly line of said Parcel 2 described in Official Records Book 554, at Page 184, and the southerly line of Parcel 2, recorded in Official Records Book 549, at Page 629, Public Records of Sarasota County, Florida, a distance of 708.60 feet to the westerly right of way line of the Intra-coastal Waterway, as shown on West Coast Inland Navigation District, Intracoastal Waterway Canal Record Maps; thence N.16°17'51"W., along said westerly right of way line of the Intracoastal Waterway Canal, a distance of 649.24 feet; thence continue along said westerly right of way line of the Intracoastal Waterway Canal, N.margins32°44'41"W., a distance of 873.67 feet to the most northerly corner of Parcel 1 described in Official Records Book 549, at Page 629, Public Records of Sarasota County, Florida; thence S.57°15'33"W., along the northwesterly line of said Parcel 1, described in Official Records Book 549, at Page 629, a distance of 314.74 feet to the northwesterly corner of said Parcel 1, described in Official Records Book 549, at Page 629, same being the most southerly corner of Parcel 1, described in Official Records Book 554, at Page 184, Public Records of Sarasota County, Florida; thence N.48°10'54"W., along the southwestery line of said Parcel 1, described in Official Records Book 554, at Page 184, a distance of 376.69 feet to the most westerly corner of said Parcel 1, described in Official Records Book 554, at Page 184; thence S.41°49'10"W., a distance of 749.53 feet to the northeasterly right of way line of Gulf Drive, (60' Wide) as shown on Plat of Country Club Estates Unit No. 3, recorded in Plat Book 6, Page 74, Public Records of Sarasota County, Florida; thence S.49°34'00"E., along said northeasterly right of way line of Gulf Drive, a distance of 647.82 feet to a point on the easterly extension of the Southerly line of Block "F", said Plat of Country Club Estates, Unit No. 3; thence S.81°29'27"W., along said easterly extension of the South line of Block "F", a distance of 79.57 feet to the southeasterly corner of Lot 1, said Block "F", Country Club Estates, Unit No. 3; thence S.49°34'00"E., along the southeasterly extension of the southwestery right of way line of said Gulf Drive, a distance of 193.42 feet; thence S.40°31'09"W., a distance of 239.89 feet to the northeasterly line of lands described in Official Records Book 2938, at Page 497, Public Records of Sarasota County, Florida; thence S.51°30'42"E., along said northeasterly line of lands described in Official Records Book 2938, at Page 497 and the northeasterly line of lands described in Official Records Book 2737, at Page 1777, a distance of 406.43 feet to the most easterly corner of said lands described in Official Records Book 2737, at Page 1777; thence S.40°25'07"W., along the southeasterly line of said lands described in Official Records Book 2737, at Page 1777, a distance of 440.00 feet to the most southerly corner of said lands described in Official Records Book 2737, at Page 1777, same being a point on said northeasterly right of way line of U.S. Highway No. 41 (Business); thence S.49°34'52"E., along said northeasterly right of way line of U.S. Highway No. 41, a distance of 417.42 feet to the POINT OF BEGINNING.

All being in Sections 17 and 18, Township 39 South, Range 19 East, Sarasota County, Florida.

BELLAGIO ON VENICE ISLAND

A SUBDIVISION

Being in Section 17 & 18, Township 39 South, Range 19 East,
City of Venice, Sarasota County, Florida

SHEET 1 OF 9
PLAT BOOK 41 PAGE 29

NOTICE

This plat as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat, whether graphic or digital.

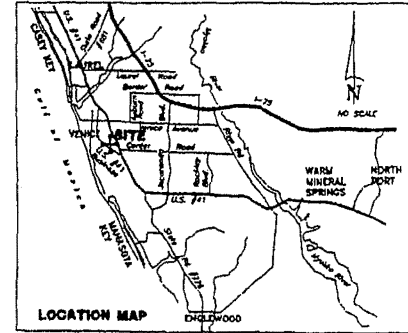
There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

This is a cluster Housing Concept Plat and building setbacks vary in accordance with appropriate zoning regulations.

Private Utility Easements: A strip of Land being ten (10') feet wide, lying ten (10') feet outside of, parallel with and adjacent to all Private Roads, is hereby reserved for the purpose of accommodating surface and underground utilities and cable television.

Consent To Dedication by Mortgage Holder filed simultaneously with this plat in Official Records Instrument No. 2000084956

The lands in this plat are subject to the covenants, conditions, restrictions and easements set forth in the "Declaration of Covenants, Conditions, Restrictions and Easements of Bellagio on Venice Island" recorded as Official Records Instrument No. 2000084957 of the Public Records of Sarasota County, Florida.



CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF SARASOTA

VENICE HG, L.C., a Florida Limited Liability Company, hereby certifies ownership of "BELLAGIO ON VENICE ISLAND", shown hereon.

PUBLIC:

VENICE HG, L.C., does hereby dedicate and set apart Tract D-5 (Public Park, Drainage & Drainage Maintenance Access Easement); Public Utility Easements; Lot Line Utility and Drainage Easements; Public Drainage Easements, as shown and described on this plat for said uses and purposes to the City of Venice forever.

PRIVATE:

VENICE HG, L.C., does hereby dedicate and set apart the Private Drainage Easements; Landscape, Fence & Entryway Easements; and other easements shown and described on this plat; and Tracts described as follows:

Tract "S", is hereby reserved for Bellagio on Venice Island Home Owners Association, Inc., its successors and assigns for Private Ingress-Egress, Drainage and Utility Easements, and are the perpetual maintenance obligation of Bellagio on Venice Island Home Owners Association, Inc., its successors and assigns;

Tracts "B-1", "B-2", "B-3", "B-4" and "B-5", are hereby reserved for Bellagio on Venice Island Home Owners Association, Inc., its successors and assigns for Landscape Area purposes, and the perpetual maintenance obligation of Bellagio on Venice Island Home Owners Association, Inc., its successors and assigns;

Tracts "D-1", "D-2", "D-13" and "D-14", are hereby reserved for Bellagio on Venice Island Home Owners Association, Inc., its successors and assigns for Dry Retention Areas, and are the perpetual maintenance obligation of Bellagio on Venice Island Home Owners Association, Inc., its successors and assigns;

Tracts "D-3", "D-4", "D-6", "D-7", "D-8", "D-9", "D-10", "D-11" and "D-12", are hereby reserved for Bellagio on Venice Island Home Owners Association, Inc., its successors and assigns for Utility & Drainage Areas, and are the perpetual maintenance obligation of Bellagio on Venice Island Home Owners Association, Inc., its successors and assigns.

for said uses and purposes to the Bellagio on Venice Island Home Owners Association, Inc., their successors, assigns, members, respective guests, licensees, invitees, utilities serving the subdivision, emergency and law enforcement personnel serving the subdivision, and other persons providing essential services to the subdivision forever. Subject however, to any rights dedicated to the City of Venice by this plat.

IN WITNESS WHEREOF, the undersigned Limited Liability Company has caused these presents to be executed by its Authorized Manager, this 12th day of JUNE A.D. 2000.

VENICE HG, L.C.
A Florida Limited Liability Company

By: Daniel E. Beychok
Daniel E. Beychok, Manager

WITNESSES:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned Notary Public, personally appeared Daniel E. Beychok, manager of VENICE HG, L.C., a Florida Limited Liability Company, to me known to be the individual described in and who executed the foregoing Certificate of Ownership and Dedication, and he duly acknowledged before me that he executed the same as such manager for and in behalf of the said Limited Liability Company, who is personally known to me and who took an oath.

Witness my hand and official seal of Sarasota County, Florida, this 12th day of JUNE A.D. 2000.

Notary Sandra B. Culppepper
Not. in Com.



My Commission Expires: Nov. 19, 2003

CERTIFICATE OF APPROVAL OF CITY SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned Professional Land Surveyor, under contract by the City of Venice, hereby certify that I have reviewed this plat for conformity to Chapter 172 of the Florida Statutes, and find this plat to be in conformance with the provisions of said Chapter.

Date: 6/6/00

Raymond T. Brigham
Raymond T. Brigham,
Professional Land Surveyor
Florida Certificate No. 2670

CERTIFICATE OF APPROVAL OF CITY COUNCIL

STATE OF FLORIDA
COUNTY OF SARASOTA

It is hereby certified that this plat has been officially accepted by the City Council of Venice, A Municipality in the County of Sarasota, State of Florida, this 12th day of JUNE A.D. 2000.

[Signature]
City Attorney
[Signature]
City Engineer

Dean Coleman
Mayor, City of Venice

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000084959 9 PGS
2000 JUL 05 04:05 PM

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF SARASOTA

I, Karen E. Rushing, Clerk of the Circuit Court of Sarasota County Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats, and that this plat has been filed for record in Plat Book 41, Pages 28-29, Public Records of Sarasota County, Florida, this 5th day of JULY A.D. 2000.

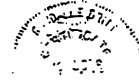
Cherie M. Hamel
For: Clerk of the Circuit Court Sarasota County, Florida.

SURVEYORS CERTIFICATE

I, the undersigned Registered Land Surveyor, hereby certify that this plat is a true representation of the lands described and shown hereon to the best of my knowledge and belief, that the survey was made under my responsible direction and supervision, that the survey data complies with all the requirements of Chapter 172, Florida Statutes, and that Permanent Reference Monuments (PRM's) were installed on March 25, 2000. The permanent Control Points (PCP's) installation date will be certified by a recorded affidavit.

Date: 3/25/00

Randall E. Britt
Randall E. Britt, Registered Land Surveyor
Florida Certificate No. 3379



BRITT
BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. 08 4636
1400 OGDEN ROAD SUITE "B" VENICE, FLORIDA 34292 (941)463-1398
6308 DANHER DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (941)377-8454

EXHIBIT "A"

BELLAGIO ON VENICE ISLAND

A SUBDIVISION

Being in Section 17 & 18, Township 39 South, Range 19 East,
City of Venice, Sarasota County, Florida

SHEET 2 OF 9
PLAT BOOK 441 PAGE 29A

Legal Description: ("BELLAGIO ON VENICE ISLAND")

Commence at the Southwest corner of Section 17, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.00°48'20"E., along the West line of said Section 17, a distance of 867.45 feet to the northeasterly right of way line of U.S. Highway No. 41 (Business), per Florida Department of Transportation Right of Way Map, Section 17010-2562, recorded in Road Plat Book 1, at Page 94A, Public Records of Sarasota County, Florida for a POINT OF BEGINNING; thence continue along said West line of said Section 17, N.00°48'20"E., a distance of 461.71 feet to the most westerly corner of Parcel 3 described in Official Records Book 554, at Page 184, Public Records of Sarasota County, Florida; thence N.40°25'40"E., along the northwesterly line of said Parcel 3, described in Official Records Book 554, at Page 184, and its northeasterly extension, a distance of 352.15 feet to a point on the westerly extension of the northerly line Parcel 2 described in Official Records Book 554, at Page 184, Public Records of Sarasota County, Florida; thence S.89°03'50"E., along said westerly extension and the northerly line of said Parcel 2 described in Official Records Book 554, at Page 184, and the southerly line of Parcel 2, recorded in Official Records Book 549, at Page 629, Public Records of Sarasota County, Florida, a distance of 708.60 feet to the westerly right of way line of the Intra-coastal Waterway, as shown on West Coast Inland Navigation District, Intra-coastal Waterway Canal Record Maps; thence N.16°17'51"W., along said westerly right of way line of the Intra-coastal Waterway Canal, a distance of 649.24 feet; thence continue along said westerly right of way line of the Intra-coastal Waterway Canal, N.32°44'41"W., a distance of 873.67 feet to the most northerly corner of Parcel 1 described in Official Records Book 549, at Page 629, Public Records of Sarasota County, Florida; thence S.57°15'33"W., along the northwesterly line of said Parcel 1, described in Official Records Book 549, at Page 629, a distance of 314.74 feet to the northwesterly corner of said Parcel 1, described in Official Records Book 554, at Page 184, Public Records of Sarasota County, Florida; thence N.48°10'54"W., along the southwesterly line of said Parcel 1, described in Official Records Book 554, at Page 184, a distance of 376.69 feet to the most westerly corner of said Parcel 1, described in Official Records Book 554, at Page 184; thence S.41°49'10"W., a distance of 749.53 feet to the northeasterly right of way line of Golf Drive, (60' Wide) as shown on Plat of Country Club Estates Unit No. 3, recorded in Plat Book 6, Page 74, Public Records of Sarasota County, Florida; thence S.49°34'00"E., along said northeasterly right of way line of Golf Drive, a distance of 647.82 feet to a point on the easterly extension of the Southerly line of Block "F", said Plat of Country Club Estates, Unit No. 3; thence S.81°29'27"W., along said easterly extension of the South line of Block "F", a distance of 29.57 feet to the southeasterly corner of Lot 1, said Block "F", Country Club Estates, Unit No. 3; thence S.49°34'00"E., along the southeasterly extension of the southwesterly right of way line of said Golf Drive, a distance of 193.42 feet; thence S.40°31'09"W., a distance of 239.89 feet to the northeasterly line of lands described in Official Records Book 2937, at Page 1777, Public Records of Sarasota County, Florida; thence S.51°30'44"E., along said northeasterly line of lands described in Official Records Book 2937, at Page 1777 and the northeasterly line of lands described in Official Records Book 2938, at Page 497, a distance of 321.43 feet to the most easterly corner of said lands described in Official Records Book 2938, at Page 497; thence S.40°25'03"W., along the southeasterly line of said lands described in Official Records Book 2938, at Page 497, a distance of 437.14 feet to the most southerly corner of said lands described in Official Records Book 2938, at Page 497; thence S.49°34'52"E., along said northeasterly right of way line of U.S. Highway No. 41 (Business); thence S.49°34'52"E., along said northeasterly right of way line of U.S. Highway No. 41, a distance of 502.37 feet to the POINT OF BEGINNING.

All being in Sections 17 and 18, Township 39 South, Range 19 East, Sarasota County, Florida.

Parcel Contains 38.1038 acres, more or less.

DESCRIPTION: Drainage Easement (Official Records Instrument# 200024957)

A PART OF SECTION 17 AND 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 18 AND RUN N.00°48'20"E., 867.45 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 17 AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 41 (BUSINESS); THENCE N.49°34'52"W., ALONG SAID RIGHT-OF-WAY, 502.37 FEET; THENCE N.40°25'03"E., 437.14 FEET; THENCE N.51°30'42"W., 321.43 FEET; THENCE N.40°31'09"E., 239.89 FEET TO THE WESTERLY RIGHT-OF-WAY OF GOLF DRIVE AS EXTENDED; THENCE N.49°34'00"W., ALONG SAID EXTENDED RIGHT-OF-WAY, 193.42 FEET; THENCE N.81°29'27"E., 79.57 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID GOLF DRIVE; THENCE N.49°34'00"W., 654.50 FEET; THENCE N.41°51'00"E., 749.69 FEET; THENCE S.48°10'54"E., 18.66 FEET FOR A POINT OF BEGINNING; THENCE N.43°14'31"E., 200.93 FEET; THENCE N.75°47'08"E., 145.65 FEET; THENCE N.63°11'16"E., 43.37 FEET; THENCE N.37°07'21"E., 25.68 FEET; THENCE N.16°19'09"E., 38.17 FEET; THENCE N.42°03'27"E., 11.90 FEET; THENCE S.5°30'58"E., 32.94 FEET; THENCE S.01°44'33"E., 32.70 FEET; THENCE S.64°43'02"W., 23.32 FEET; THENCE S.37°07'21"W., 34.93 FEET; THENCE S.63°11'16"W., 53.62 FEET; THENCE S.75°47'08"W., 140.21 FEET; THENCE S.43°14'31"W., 191.43 FEET; THENCE N.48°10'54"W., 30.01 FEET TO THE POINT OF BEGINNING. SARASOTA COUNTY, FLORIDA.



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB 6638
1400 OGDEN ROAD SUITE "B" VENICE, FLORIDA 34392
6368 DANNER DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (941)377-8454

A-2

BELLAGIO ON VENICE ISLAND

A SUBDIVISION
Being in Section 17 & 18, Township 39 South, Range 19 East,
City of Venice, Sarasota County, Florida

SHEET 3 OF 9
FLAT BOOK 41 PAGE 29B

Sheet 7

Sheet 5

Sheet 6

Sheet 9

Sheet 4

Sheet 8

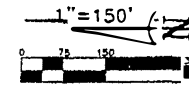
LEGEND:

WCND West Coast Inland Navigation District.
O.R. Official Records Book/Page.
O.R.I. Official Records Instrument.
FLD.O.T. Florida Department of Transportation.
WCND Map WCND Intracoastal Waterway Canal Record Map.

■ Permanent Reference Monument, 4" Concrete Monument
P.R.M. 15 #5979 Set unless otherwise noted.
● Permanent Control Point (PCP) 4" Concrete Monument PCP
LB #6536 or P.R. Nail & Disk LB #6536 Set.
R/W Right of Way

NOTES:

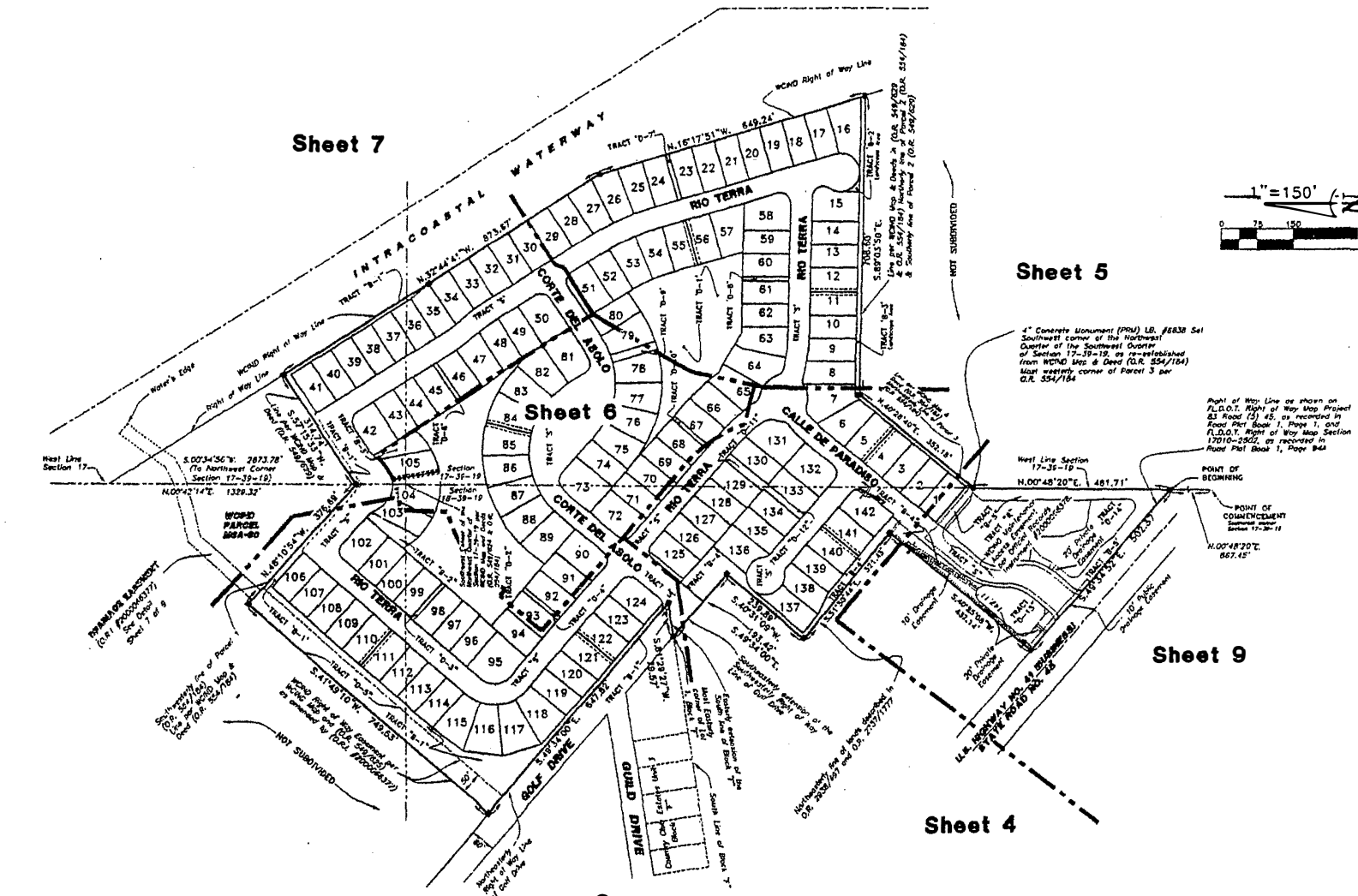
1. Bearings shown herein refer to an assumed meridian. Reference line is a line between monument NS2-25 and monument NS4-21, said line having a bearing of N.24°00'23" W., per WCND Maps.



4" Concrete Monument (P.R.M.) LB #6838 Set
Southwest corner of the Northwest
Quarter of the Southwest Quarter
of Section 17-39-19, as re-established
from WCND Map & Book # (O.R. 554/154)
Most westerly corner of Parcel 3 per
O.R. 554/154

Point of Way Line as shown on
F.L.D.O.T. Right of Way Map Project
83 Road (S) 45, as recorded in
Road Plat Book 1, Page 1, and
F.L.D.O.T. Right of Way Map Section
17010-2902, as recorded in
Road Plat Book 1, Page 54a

POINT OF
BEGINNING
N.00°48'20"E, 481.71'



BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB 8832
1400 OGDEN ROAD SUITE "B" VENICE, FLORIDA 34292 (841)493-1390
6398 DANNER DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (841)577-8454

A-3

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	375.00'	04°48'35"	23.38'	23.37'	N47°15'31"E
2	35.00'	58°24'20"	28.48'	24.70'	N78°52'49"E
3	57.00'	80°01'57"	49.77'	48.71'	N43°04'00"E
4	25.00'	14°38'59"	6.35'	6.35'	N85°31'39"E
5	375.00'	15°39'43"	14.23'	14.06'	N69°10'33"E
6	375.00'	06°23'18"	41.81'	41.73'	S77°31'34"E
65	375.00'	04°32'13"	27.63'	27.62'	N78°10'00"E
66	25.00'	38°24'42"	28.48'	24.45'	N48°40'51"W
67	37.00'	41°37'08"	41.40'	40.50'	N38°17'13"W
68	37.00'	22°20'33"	32.23'	22.29'	N70°16'03"W
70	35.00'	41°36'44"	20.77'	20.18'	N43°37'58"W
71	375.00'	05°27'58"	35.23'	35.21'	N38°31'04"W
74	375.00'	09°15'25"	60.26'	60.18'	N43°48'43"W
76	375.00'	01°09'03"	75.33'	75.31'	N48°52'20"W
78	25.00'	90°00'00"	39.27'	39.36'	N04°34'00"E
85	35.00'	00°00'00"	39.27'	39.36'	S04°34'00"E
86	25.00'	36°43'12"	16.09'	15.61'	S38°52'08"E
87	375.00'	04°22'28"	24.61'	24.60'	S77°24'42"E
88	375.00'	06°49'10"	35.20'	35.63'	S70°18'58"E
89	37.00'	58°24'20"	28.48'	24.40'	S06°10'14"E
100	37.00'	18°25'14"	19.33'	19.29'	S73°19'18"W
101	25.00'	47°36'27"	20.77'	20.18'	S77°24'39"W
102	375.00'	08°25'13"	58.11'	58.07'	N44°00'00"E
103	375.00'	02°17'58"	15.05'	15.02'	S71°17'58"W
104	25.00'	90°00'00"	39.27'	39.36'	S85°28'40"W
105	25.00'	09°30'31"	4.15'	4.15'	N44°45'58"W
106	25.00'	38°54'04"	15.23'	14.89'	N22°33'28"W
107	45.00'	28°07'22"	41.36'	36.71'	N46°10'01"W
108	45.00'	101°48'37"	20.88'	62.62'	S102°33'09"E
109	45.00'	37°38'47"	25.84'	22.28'	S77°36'50"E
110	25.00'	44°22'25"	19.30'	19.90'	S77°43'47"E
114	45.00'	00°13'03"	44.16'	44.23'	S89°39'41"W
115	25.00'	30°00'00"	39.27'	39.36'	S04°31'20"E
118	305.00'	09°11'59"	52.18'	52.13'	S45°04'39"W
123	265.51'	27°27'11"	128.77'	127.51'	N54°22'18"E
124	237.33'	18°38'26"	148.82'	148.18'	S78°44'38"E
138	25.00'	47°36'44"	20.77'	20.18'	N81°51'24"E
139	375.00'	10°44'48"	70.33'	70.22'	S45°51'03"W
145	45.00'	88°49'50"	211.14'	64.29'	N40°28'39"E
146	121.00'	20°27'05"	44.25'	44.00'	N59°29'32"W
147	25.00'	47°24'58"	19.38'	19.90'	N27°19'52"W
148	325.00'	14°11'56"	80.51'	80.30'	N42°28'12"W
149	201.68'	31°22'18"	156.85'	157.67'	N35°28'51"W
151	27.00'	63°27'39"	63.63'	60.38'	N46°27'30"W
152	375.00'	15°42'22"	103.07'	100.89'	N41°41'48"W
153	25.00'	90°00'00"	39.27'	39.36'	S85°28'40"W
158	325.00'	04°22'21"	24.81'	24.80'	N42°39'31"E
174	25.00'	53°08'47"	23.18'	22.38'	N76°08'24"W

LOT LINE EASEMENT NOTE

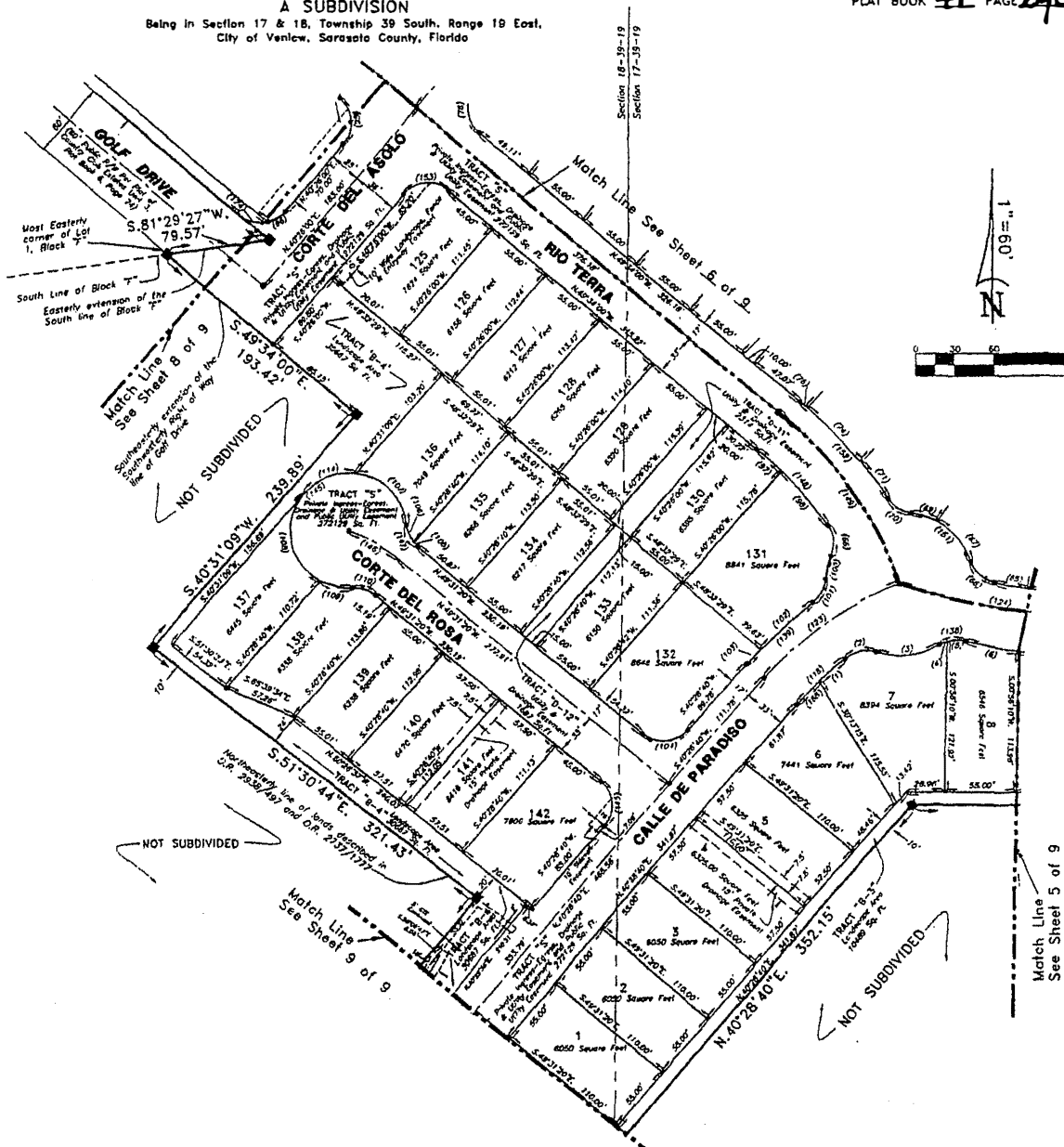
Unless otherwise indicated easements of five (5) feet in width along each rear and side lot line and easements of ten (10) feet along each front lot line, are hereby created and provided for the purpose of accommodating, surface, and underground utilities, cable television, and drainage. Where an area greater than one lot is used as a building site, only the outside boundary of said site shall be subject to the lot line easements.

LEGEND:

- WCND West Coast Inland Navigation District.
- O.R. Official Records Book/Page.
- O.R.I. Official Records Instrument.
- F.D.O.G. Florida Department of Transportation.
- WCND Map WCND Intracoastal Waterway Canal Record Map.
- Permanent Reference Monument, 4" Concrete Monument P.R.M. 15 21179 Set unless otherwise noted.
- Permanent Control Point (PCP) 4" Concrete Monument PCP LB #6638 or P.K. Nail & Disk LB #6538 Set.
- R/W Right of Way

BELLAGIO ON VENICE ISLAND

A SUBDIVISION
 Being in Section 17 & 18, Township 39 South, Range 19 East,
 City of Venice, Sarasota County, Florida



NOTES:

1. Bearings shown hereon refer to an assumed meridian. Reference line is a line between monument MSA-23 and monument MSA-F-21, said line having a bearing of N24°00'23"W, per WCND maps.



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. 18 8635
 SUITE 78 VENICE, FLORIDA 34292 (941)493-1398
 1400 OODEN ROAD UNIT 2 SARASOTA, FLORIDA 34240 (941)377-8454
 6308 DANNER DRIVE

A-4

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	375.00	08°23'18"	41.81	41.79	S.27°31'58"E
2	375.00	08°20'18"	34.57	34.53	S.84°53'17"E
3	75.00	12°51'00"	34.48	44.37	S.20°38'20"E
4	45.00	18°51'00"	27.37	28.89	S.16°51'40"W
5	45.00	04°33'48"	24.37	88.13	N.43°36'20"E
6	340.00	01°28'02"	8.52	8.52	S.31°59'27"E
7	450.00	01°20'00"	11.27	11.27	S.31°59'39"E
8	550.00	00°50'23"	31.48	32.39	S.29°44'07"E
9	340.00	06°44'28"	31.57	31.52	S.28°36'17"E
10	450.00	08°44'28"	48.63	48.59	S.28°36'17"E
11	600.00	06°03'47"	52.81	52.84	S.23°42'43"E
12	340.00	06°18'16"	37.21	37.19	S.19°23'39"E
13	450.00	08°17'16"	49.29	49.23	S.19°23'39"E
14	500.00	04°23'58"	38.20	38.19	S.16°29'17"E
15	25.00	10°14'01"	48.79	40.25	S.37°19'10"W
16	375.00	04°02'50"	18.79	18.18	N.87°02'29"W
17	315.00	08°18'56"	47.11	47.09	N.84°54'33"W
18	375.00	04°52'13"	22.43	22.82	N.78°18'07"W
19	187.00	21°42'03"	43.30	42.82	N.48°14'14"W
20	45.00	00°00'11"	70.88	63.84	S.44°04'08"E
21	375.00	14°43'36"	66.39	66.17	S.81°42'03"E
22	45.00	23°02'35"	182.88	80.86	S.02°12'27"E
23	500.00	16°28'50"	143.23	143.04	N.24°31'15"W
24	88.00	34°18'04"	41.31	40.89	N.00°31'11"E
25	450.00	16°28'49"	149.18	148.73	N.23°10'07"W
26	487.00	16°28'49"	156.02	153.80	N.24°31'07"W
27	323.00	13°10'48"	74.79	74.60	S.82°28'49"E
28	45.00	17°40'44"	8.92	8.94	N.09°28'03"W
29	340.00	16°28'50"	87.60	87.38	S.24°31'14"E

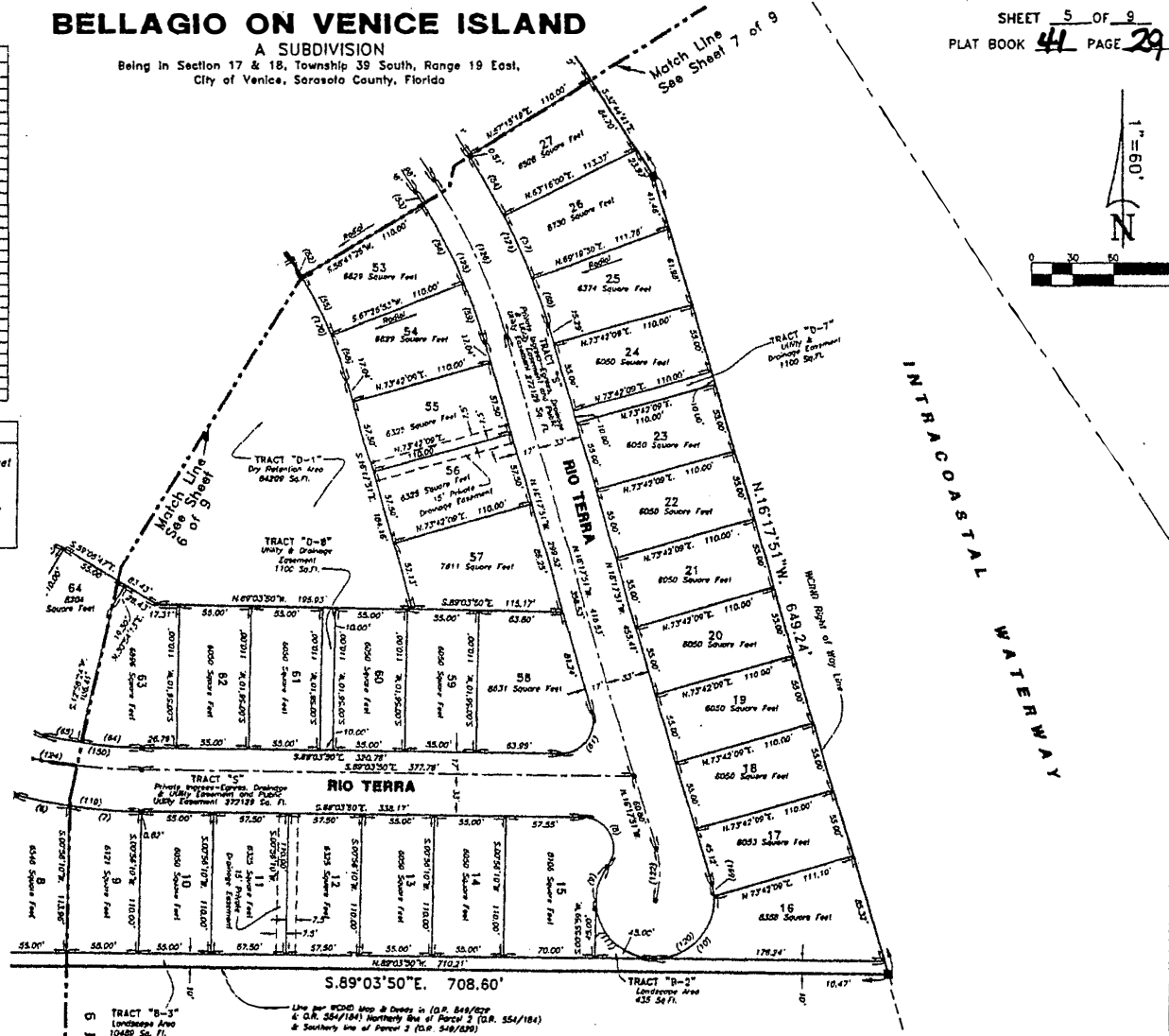
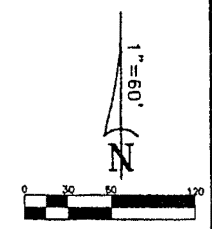
LOT LINE EASEMENT NOTE

Unless otherwise indicated easements of five (5) feet in width along each rear and side lot line and easements of ten (10) feet along each front lot line, are hereby created and provided for the purpose of accommodating, surface, and underground utilities, cable television, and drainage. Where an area greater than one lot is used as a building site, only the outside boundary of said site shall be subject to the lot line easements.

BELLAGIO ON VENICE ISLAND

A SUBDIVISION
Being in Section 17 & 18, Township 39 South, Range 19 East,
City of Venice, Sarasota County, Florida

SHEET 5 OF 9
PLAT BOOK 44 PAGE 29D



A-5

LEGEND:

- W.C.N.D. West Coast Inland Navigation District.
- O.R. Official Records Book/Pages.
- O.R.I. Official Records Instrument.
- F.L.D.D.T. Florida Department of Transportation.
- W.C.N.D. Map W.C.N.D. Intracoastal Waterway Canal Record Map.
- Permanent Reference Monument, 4" Concrete Monument P.R.M. LS #3079 Set unless otherwise noted.
- Permanent Control Point (PCP) 4" Concrete Monument P.C.P. LB #6836 or P.M. Nail & Disk LB #6836 Set.
- R/W. Right of Way.

NOTES:

1. Bearings shown hereon refer to an assumed meridian. Reference line is a line between monument WSA-25 and monument WSA R-21, said line having a bearing of N.24°00'23"W, per W.C.N.D. Maps.

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. 12 6836
SUITE "B" VENICE, FLORIDA 34292 (941)483-1298
1400 OGDEN ROAD UNIT 3 SARASOTA, FLORIDA 34246 (941)377-8454
6388 DANNER DRIVE

BELLAGIO ON VENICE ISLAND

A SUBDIVISION

Being in Section 17 & 18, Township 39 South, Range 19 East,
City of Venice, Sarasota County, Florida

SHEET 6 OF 9
PLAT BOOK 41 PAGE 29E

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
15	816.00	02°12'10"	23.45	23.45	S.33°50'48"E
17	816.00	05°54'50"	62.87	62.84	S.37°52'17"E
20	340.00	08°18'12"	49.32	49.31	S.38°52'18"E
21	182.00	11°04'17"	36.58	36.57	S.43°08'41"E
24	25.00	78°18'13"	34.17	31.57	N.71°54'17"W
25	200.01	14°18'13"	49.87	49.88	N.40°23'15"W
26	310.01	14°18'13"	77.21	77.01	S.40°23'18"E
27	200.01	14°18'13"	49.81	49.82	N.40°23'17"E
28	310.01	14°18'13"	77.21	77.01	S.40°23'17"E
29	200.01	14°53'03"	25.07	25.07	N.69°15'05"W
30	310.01	14°53'03"	80.71	80.49	S.69°15'04"E
31	200.01	14°53'03"	25.07	25.03	N.69°15'07"E
32	310.01	14°53'03"	80.71	80.49	S.69°15'07"E
33	200.01	14°18'09"	49.81	49.82	S.41°17'18"E
34	310.01	14°18'09"	77.21	77.07	N.81°12'18"E
35	200.01	14°18'09"	49.81	49.68	S.66°58'11"W
36	310.01	14°18'09"	77.21	77.01	N.66°58'09"E
37	200.01	14°18'09"	49.81	49.88	S.37°20'07"W
38	310.01	14°18'09"	77.21	77.01	N.37°21'30"E
39	200.01	05°07'54"	17.91	17.91	S.42°38'37"E
40	310.01	05°07'54"	57.77	57.76	N.42°38'58"E
65	305.00	04°52'15"	27.83	27.86	N.39°18'07"E
66	25.00	88°14'25"	28.48	28.48	N.44°23'14"E
67	87.00	41°37'59"	41.40	40.50	N.58°17'13"E
68	187.00	21°43'05"	63.30	62.85	N.48°14'14"E
69	87.00	32°40'35"	82.75	72.09	N.70°18'03"E
70	25.00	47°14'44"	30.71	30.18	N.53°27'58"E
71	375.00	08°28'54"	35.23	35.21	N.50°31'04"W
72	187.00	08°14'48"	24.01	23.99	N.63°12'54"W
73	485.00	07°42'39"	31.89	31.89	N.39°22'14"E
74	375.00	08°17'39"	60.76	60.78	N.43°48'45"E
75	485.00	07°08'31"	69.19	69.12	N.47°51'48"E
76	375.00	01°09'03"	7.53	7.53	N.48°59'28"E
77	485.00	01°09'03"	8.72	8.72	N.48°59'29"E
78	25.00	89°02'00"	39.27	38.38	N.04°33'00"W
79	150.00	17°21'29"	48.59	48.52	N.47°28'24"E
80	25.00	72°33'08"	31.87	29.60	S.83°51'34"E
81	200.00	11°44'48"	41.90	40.93	S.52°28'22"E
82	310.00	11°44'48"	83.55	83.47	N.53°28'27"W
83	200.00	11°44'48"	41.91	40.93	S.53°28'16"E
84	310.00	14°21'41"	77.70	77.50	S.64°27'35"E
85	200.00	14°21'41"	40.13	40.00	S.64°31'14"E
86	310.00	14°21'41"	77.70	77.50	S.62°31'16"E
87	200.00	14°03'20"	40.21	40.20	N.63°24'59"E
88	310.00	14°03'20"	81.80	81.56	N.63°24'30"E
89	200.00	13°52'42"	44.95	44.86	N.63°41'40"E
90	310.00	13°52'42"	75.17	74.98	N.63°41'08"E
91	25.00	58°24'20"	28.48	28.40	S.06°10'14"E
112	200.00	07°44'04"	30.03	29.01	N.73°28'51"E
113	310.00	03°21'20"	30.00	30.00	N.72°59'53"E
124	437.33	18°38'59"	148.82	148.16	S.79°44'30"E
148	325.00	12°11'30"	80.31	80.30	N.47°28'17"W
149	291.32	31°28'18"	188.85	193.67	N.33°59'51"W
151	37.00	83°57'38"	41.63	40.58	N.46°27'30"W
149	378.00	13°42'52"	103.02	102.65	N.41°41'48"W
154	25.00	89°00'00"	39.27	38.36	N.85°28'00"E
155	310.01	00°30'28"	7.72	7.74	N.33°51'09"W
156	112.50	63°34'31"	148.17	153.63	N.87°18'16"E
157	200.01	00°30'28"	1.77	1.77	N.32°59'33"W
159	200.01	108°49'18"	372.90	391.19	S.86°09'51"E
160	200.00	73°10'41"	255.47	230.43	S.89°06'20"E
162	110.32	88°48'18"	123.81	122.73	N.89°29'05"E
166	310.01	108°48'18"	577.92	497.83	S.86°09'22"E
171	310.00	73°10'41"	393.83	388.36	N.88°09'21"W
172	182.00	29°37'20"	87.31	88.33	N.39°31'59"W
173	485.00	12°00'04"	101.39	101.40	N.43°33'37"E

LOT LINE EASEMENT NOTE

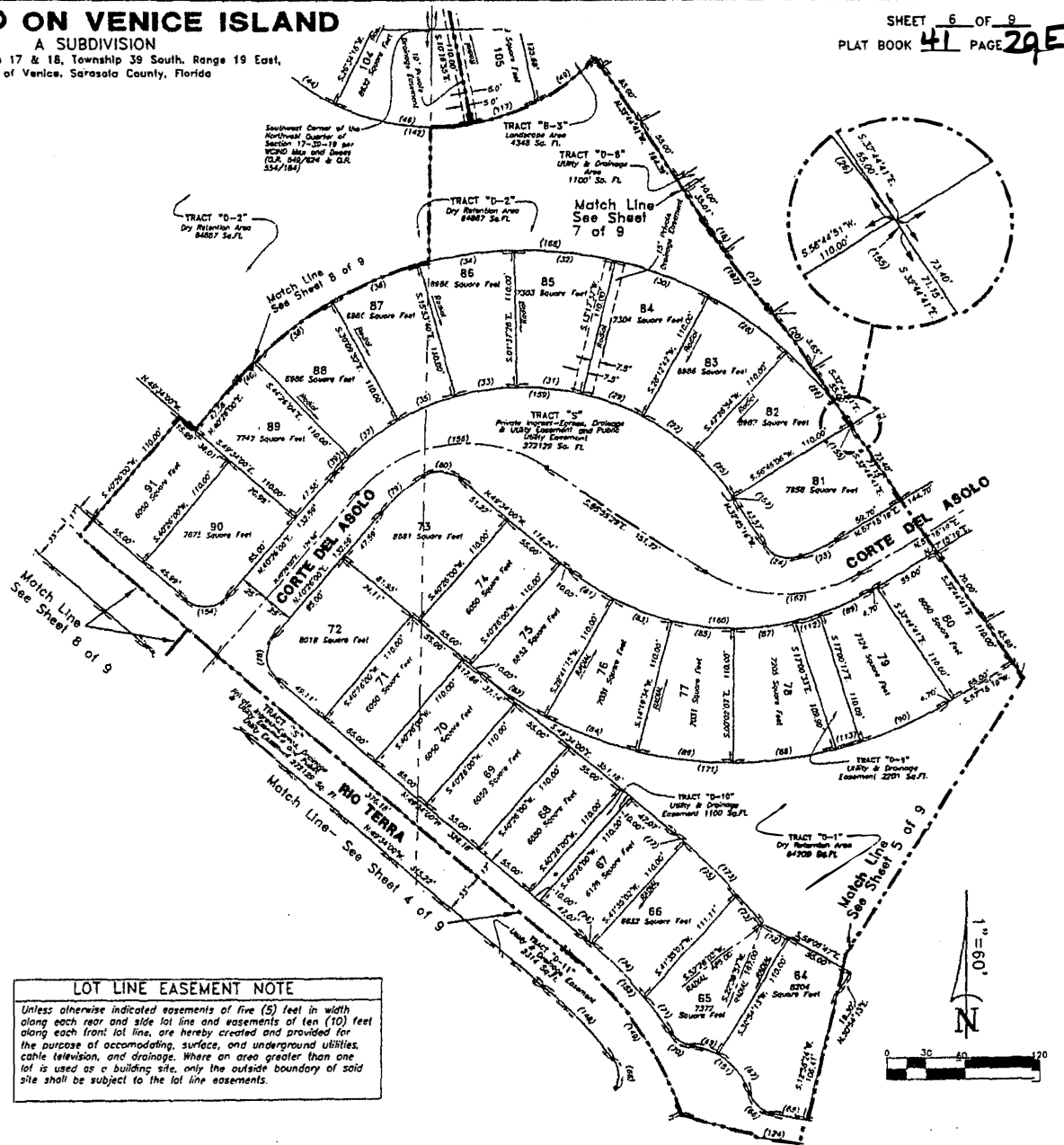
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LEGEND:

WCND West Coast Inland Navigation District.
O.R. Official Records Book/Page.
O.R.I. Official Records Instrument.
FL.D.D.T. Florida Department of Transportation.
WCND Map
 ■ Permanent Reference Monument, 4" Concrete Monument P.R.M. IS #3879 Set unless otherwise noted.
 ● Permanent Control Point (PCP) 4" Concrete Monument PCP LB #636 of P.P. Not & Date LB #633 Set.
 R/W Right of Way

NOTES:

1. Bearings shown herein refer to an assumed meridian. Reference line is a line between monument MSA-25 and monument MSA P-21, said line having a bearing of N.24°00'23"W, per WCND Mass.



BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. 16 8638
1400 OGDEN ROAD SUITE "B" VENICE, FLORIDA 34292 (813)403-1398
6308 DANHER DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (813)377-6454

A-6

BELLAGIO ON VENICE ISLAND

A SUBDIVISION

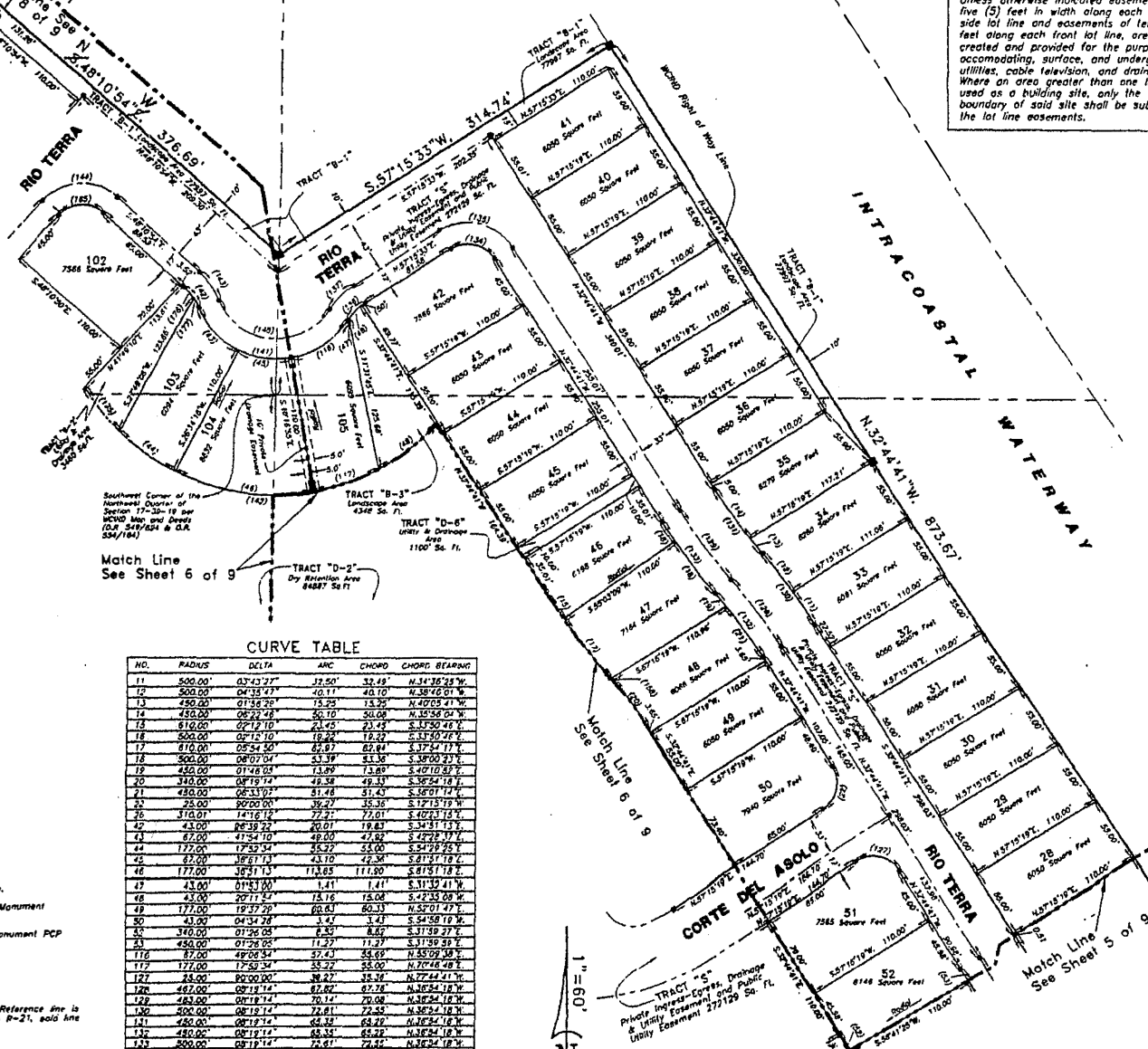
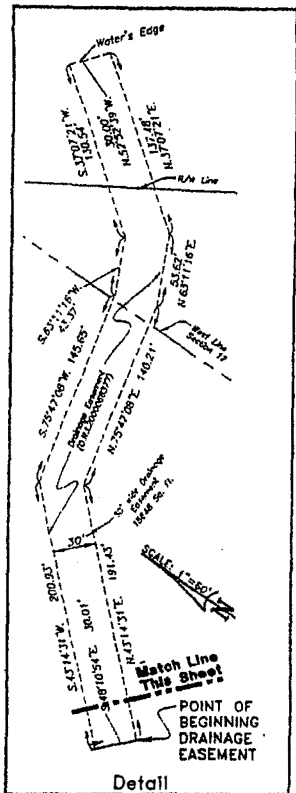
Being in Section 17 & 18, Township 39 South, Range 19 East,
City of Venice, Sarasota County, Florida

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PLAT BOOK 41 PAGE 29E

LOT LINE EASEMENT NOTE

Unless otherwise indicated easements of five (5) feet in width along each rear and side lot line and easements of ten (10) feet along each front lot line, are hereby created and provided for the purpose of accommodating, surface, and underground utilities, cable television, and drainage. Where an area greater than one lot is used as a building site, only the outside boundary of said site shall be subject to the lot line easements.

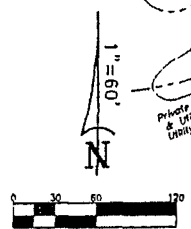


CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
11	500.00	02°43'27"	37.50	32.48	N34°36'28"W
12	500.00	04°18'47"	40.17	35.10	N48°05'41"W
13	450.00	01°56'26"	15.28	15.10	N40°05'41"W
14	450.00	06°22'48"	50.10	50.08	N45°58'04"W
15	610.00	02°12'10"	21.45	21.45	S33°50'48"E
16	500.00	06°12'10"	48.88	48.82	S33°50'48"E
17	610.00	05°54'50"	65.89	62.84	S37°42'17"E
18	500.00	08°07'04"	55.39	51.38	S38°00'21"E
19	450.00	01°46'04"	13.89	13.89	S40°10'52"E
20	310.00	08°19'14"	48.58	49.31	S36°54'18"E
21	450.00	06°33'07"	51.48	51.43	S37°01'14"E
22	25.00	90°00'00"	39.27	35.36	S12°15'19"E
26	310.00	14°16'12"	72.27	72.01	S40°23'18"E
42	43.00	06°39'22"	20.01	19.43	S34°31'13"E
43	67.00	41°54'10"	48.00	47.82	S42°57'08"E
44	175.00	17°35'14"	45.32	54.00	S54°57'25"E
45	67.00	16°21'13"	43.10	42.34	S41°51'18"E
46	177.00	16°51'13"	112.85	111.80	S41°51'18"E
47	43.00	01°43'00"	1.41	1.41	S31°32'41"W
48	43.00	20°11'27"	75.18	75.08	S42°33'08"W
49	177.00	19°31'20"	106.63	106.31	N52°01'42"E
50	43.00	04°34'28"	3.47	3.47	S54°58'12"W
52	340.00	01°26'08"	8.35	8.40	S31°39'27"E
53	450.00	01°26'05"	11.27	11.27	S31°39'27"E
116	87.00	49°08'54"	57.43	58.69	N58°52'38"E
117	127.00	12°52'39"	33.72	58.00	N72°42'41"E
127	25.00	90°00'00"	39.42	35.36	N72°42'41"E
128	487.00	09°19'14"	67.62	67.26	N36°54'18"W
129	483.00	09°18'14"	70.14	70.08	N36°54'18"W
130	402.00	08°19'14"	74.61	74.42	N36°54'18"W
131	450.00	08°19'14"	85.34	85.02	N36°54'18"W
132	450.00	08°19'14"	85.34	85.22	N36°54'18"W
133	800.00	09°18'14"	72.61	72.42	N36°54'18"W
134	28.00	89°20'16"	18.27	18.32	N72°42'41"E
135	48.00	89°20'16"	18.82	18.87	N72°42'41"E
136	43.00	26°39'22"	20.01	19.43	S42°31'13"E
137	60.00	26°39'22"	21.91	21.66	S42°31'13"E
138	80.00	08°19'14"	14.84	14.82	N62°57'20"E
139	450.00	08°19'14"	148.21	148.17	N62°57'20"E
142	177.00	106°58'27"	110.48	284.43	S81°17'20"E
143	60.00	26°39'22"	21.91	21.68	N34°51'13"W
144	48.00	89°20'16"	18.87	18.40	S68°49'08"W

CURVE TABLE (continued)

156	610.00	00°12'14"	2.17	2.17	N10°57'48"W
165	25.00	89°30'36"	39.27	35.35	S46°49'08"W
167	610.00	00°19'14"	26.49	26.31	N13°52'18"W
168	175.00	14°28'07"	48.52	48.48	S39°10'39"E
176	43.00	15°15'18"	11.45	11.42	S40°33'18"E
177	43.00	11°24'04"	8.35	8.34	S27°13'54"E



BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. 18 6839
SUITE "B" VENICE, FLORIDA 34292 (941)492-1396
1400 OGDEN ROAD UNIT 3 SARASOTA, FLORIDA 34240 (941)377-8454
6398 DANNER DRIVE

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BELLAGIO ON VENICE ISLAND

A SUBDIVISION

Being in Section 17 & 18, Township 39 South, Range 18 East,
City of Venice, Sarasota County, Florida

SHEET 8 OF 9

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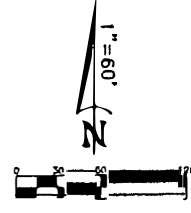
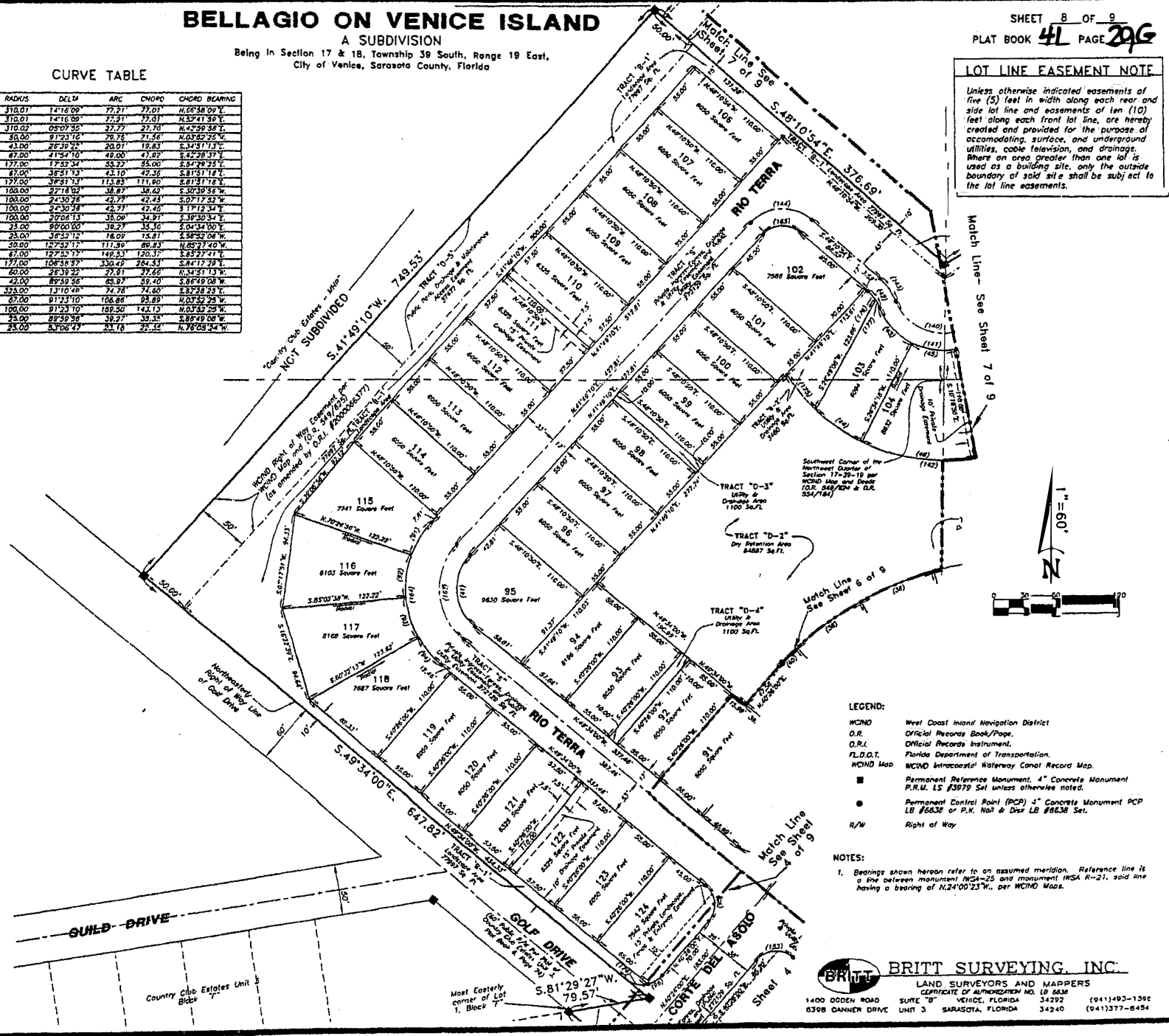
CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
35	312.07	14°16'09"	77.97	77.07	N.66°48'09" E.
36	312.07	14°16'09"	77.97	77.07	N.52°41'59" E.
40	310.02	05°07'55"	27.77	27.70	N.42°39'38" E.
41	35.00	91°23'16"	76.74	71.56	N.63°02'25" E.
42	41.00	26°19'22"	28.91	19.83	S.14°11'12" E.
43	67.00	41°52'10"	48.00	47.07	S.42°28'37" E.
44	177.00	17°32'34"	55.77	55.00	S.51°29'23" E.
45	67.00	36°51'13"	43.10	42.36	S.81°51'12" E.
46	127.00	36°51'13"	113.83	111.90	S.81°51'12" E.
91	100.00	22°14'02"	38.87	38.62	S.30°39'56" W.
92	100.00	24°30'26"	42.77	42.43	S.07°17'32" W.
93	100.00	24°30'26"	42.77	42.46	S.17°12'34" E.
94	100.00	22°08'13"	35.00	34.97	S.18°03'34" E.
95	25.00	99°00'00"	39.27	35.16	S.04°34'00" E.
96	25.00	36°52'12"	18.09	15.87	S.58°52'08" W.
140	38.00	127°32'17"	111.99	89.93	N.85°27'40" W.
141	67.00	127°32'17"	149.23	120.37	S.81°51'12" E.
142	127.00	106°58'57"	330.49	264.51	S.04°17'20" E.
143	60.00	26°33'22"	27.91	27.66	N.44°21'13" W.
144	22.00	89°59'56"	68.97	59.40	S.86°49'08" W.
150	323.00	13°10'48"	74.78	74.60	S.82°28'23" E.
151	67.00	91°23'10"	108.86	98.89	N.03°52'28" W.
164	100.00	91°23'10"	189.50	143.13	N.03°52'28" W.
165	25.00	89°59'56"	38.27	35.34	S.86°49'08" W.
174	25.00	63°06'47"	24.78	22.34	N.76°09'24" W.

LOT LINE EASEMENT NOTE

Unless otherwise indicated easements of five (5) feet in width along each rear and side lot line and easements of ten (10) feet along each front lot line, are hereby created and provided for the purpose of accommodating surface, and underground utilities, cable television, and drainage. Where an area greater than one lot is used as a building site, only the outside boundary of said site shall be subject to the lot line easements.

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LEGEND:

- WCND West Coast Inland Navigation District
- O.R. Official Record Book/Page
- O.R.I. Official Record Instrument
- F.L.O.T. Florida Department of Transportation
- WCND Map WCND Intracoastal Waterway Canal Record Map
- Permanent Reference Monument, 4" Concrete Monument P.R.U. LS #3879 Set unless otherwise noted.
- Permanent Control Point (PCP) 3" Concrete Monument PCP LB #6636 or P.K. Nail & Disc LB #8638 Set.
- R/W Right of Way

NOTES:

1. Bearings shown herein refer to an assumed meridian. Reference line is a line between monument MSA-25 and monument MSA R-21; said line having a bearing of N.24°00'23"W. per WCND Maps.

BRITT SURVEYING, INC.
 LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. LB 6636
 1400 ODDEN ROAD SUITE "B" VENICE, FLORIDA 34292 (941)493-1392
 6398 GANNON DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (941)377-6494

BELLAGIO ON VENICE ISLAND

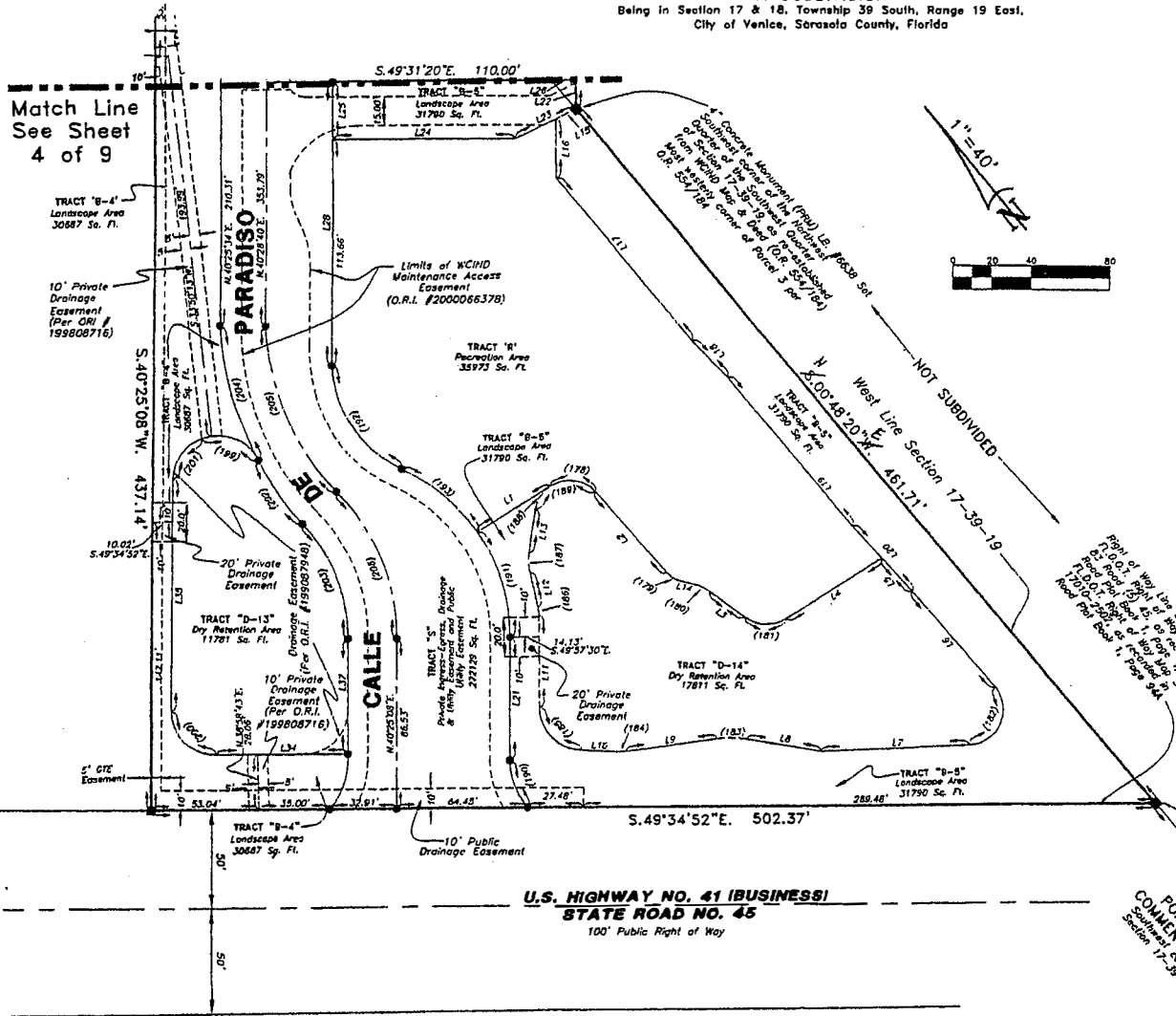
A SUBDIVISION

Being in Section 17 & 18, Township 39 South, Range 19 East,
City of Venice, Sarasota County, Florida

SHEET 9 OF 9
PLAT BOOK 41 PAGE 29H

LOT LINE EASEMENT NOTE

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CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
178	17.00	83°06'05"	24.68	22.55	S 41°48'00"E
179	13.00	35°54'41"	8.19	8.05	S 18°12'18"E
180	22.00	23°23'40"	8.84	8.82	S 24°27'49"E
181	18.00	68°07'27"	21.72	20.42	S 07°19'42"E
182	12.00	122°02'08"	40.12	40.27	S 64°07'52"E
183	48.00	17°38'11"	14.25	14.69	N 08°54'10"W
184	22.00	10°41'58"	4.11	4.10	N 52°01'16"W
185	22.00	86°33'16"	33.27	30.16	N 03°13'38"E
186	18.00	122°17'16"	35.01	35.80	N 33°19'23"E
187	22.00	20°38'41"	9.71	9.66	N 37°44'06"E
188	17.00	46°38'50"	14.42	13.85	N 22°20'42"E
189	17.00	131°22'36"	39.06	31.03	S 69°06'12"E
190	38.00	32°23'25"	20.17	20.63	N 04°13'50"E
191	87.00	33°46'52"	25.16	26.35	N 03°32'15"E
192	63.00	60°39'34"	66.70	63.63	S 07°00'30"W
193	87.00	29°55'32"	50.66	50.09	S 69°17'40"E
194	22.00	82°08'14"	33.08	30.03	S 27°50'27"E
200	22.00	80°00'00"	34.56	31.11	N 04°34'28"W
201	22.00	68°34'36"	26.33	24.70	N 7°47'47"E
202	138.00	16°59'18"	40.16	40.02	S 06°40'19"W
203	85.00	42°13'52"	64.84	64.36	S 10°19'08"W
204	169.78	25°34'41"	71.89	71.21	N 02°46'17"E
205	138.68	38°47'52"	63.89	62.11	N 17°31'31"E
206	110.00	43°32'08"	63.58	61.90	N 18°39'04"E

LINE TABLE

Line	Bearing	Distance
L1	N 83°21'03"W	42.84
L2	N 00°14'57"W	24.43
L3	N 17°49'58"W	22.77
L4	N 61°52'25"W	27.80
L5	S 01°58'25"E	22.89
L6	N 02°05'10"W	65.02
L7	S 41°39'05"E	75.42
L8	S 39°48'14"E	39.24
L9	S 57°27'18"E	46.70
L10	S 48°40'17"E	18.06
L11	S 38°53'01"W	47.21
L12	S 77°28'44"W	18.82
L13	S 46°02'27"W	23.00
L14	N 10°00'20"W	7.05
L15	S 78°02'43"E	11.18
L16	S 40°28'40"W	29.82
L17	S 00°28'14"W	106.74
L18	S 07°50'22"E	24.83
L19	S 02°48'44"W	100.00
L20	S 01°38'39"E	45.61
L21	N 40°24'34"E	62.76
L22	S 40°28'40"W	18.00
L23	N 78°02'47"W	33.59
L24	N 49°31'20"W	89.82
L25	N 40°28'40"E	30.00
L26	S 49°31'20"E	18.00
L27	S 40°28'40"E	21.17
L28	S 40°27'42"W	143.65
L29	N 40°34'52"W	11.88
L30	N 40°34'33"W	49.40
L31	S 40°34'18"E	64.85
L32	N 40°28'32"E	118.83
L33	S 40°28'52"W	62.28

LEGEND:
 WCND West Coast Inland Navigation District.
 O.R. Official Records Book/Page.
 O.R.I. Official Records Instrument.
 F.L.D.D.T. Florida Department of Transportation.
 WCND Map WCND Intracoastal Waterway Canal Record Map.
 ■ Permanent Reference Monument. 4" Concrete Monument P.R.M. LS #3979 Set unless otherwise noted.
 ● Permanent Control Point (PCP) 4" Concrete Monument PCP LB #6638 or P.R. Nail & Disk LB #6638 Set.
 R/W Right of Way

NOTES:
 1. Bearings shown hereon refer to an assumed meridian. Reference line is a line between monument HSA-25 and monument HSA R-21, said line having a bearing of N 2°40'23"W, per WCND Maps.

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