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SARASOTA COUNTY, FLORIDA

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CERTIFICATE OF AMENDMENT

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

**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND
SECOND AMENDED AND RESTATED BYLAWS
OF
BELLAGIO ON VENICE ISLAND HOMEOWNERS ASSOCIATION, INC.**

We hereby certify that the attached Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Bellagio on Venice Island, Amended and Restated Articles of Incorporation, and Second Amended and Restated Bylaws for Bellagio on Venice Island Homeowners Association, Inc., (which Declaration is originally recorded at Instrument No. 2000084957, and as Amended and Restated at Instrument No. 2007111931, both of the Public Records of Sarasota County, Florida) were approved at a Membership Meeting originally held on April 7, 2026, and duly reconvened on May 12, 2026, by the affirmative vote of not less than seventy percent (70%) of the of the total voting interests of the Association, which is sufficient for adoption under Article VIII of the Declaration, Article XI of the Articles of Incorporation, and Article XVIII of the Bylaws.

Signed, sealed, and delivered
in the presence of:

Sign: Lisa Martin

Print: Lisa Martin

Sign: Christina Hamerl

Print: Christina Hamerl

BELLAGIO ON VENICE ISLAND
HOMEOWNERS ASSOCIATION, INC

By: Mike Phelan

Mike Phelan, President

Date: 5/22/26

Signed, sealed, and delivered
in the presence of:

Sign: Lisa Martin

Print: Lisa Martin

Sign: Christina Hamed

Print: Christina Hamed

Attest:

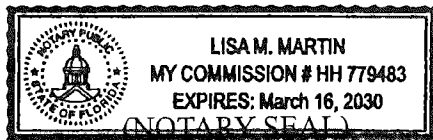
Mary Murray
Mary Murray, Secretary

Date:

05/26/2026

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 22 day of May, 2026, by Mike Phelan as President of
Bellagio on Venice Island Homeowners Association, Inc., a Florida corporation, on behalf of the
corporation.



Sign:

Lisa M. Martin

Print:

Lisa M. Martin

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 26 day of May, 2026, by Mary Murray as Secretary of
Bellagio on Venice Island Homeowners Association, Inc., a Florida corporation, on behalf of the
corporation.



Sign:

Lisa M. Martin

Print:

Lisa M. Martin

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

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

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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 its Second 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, and as amended and restated at Official Records Instrument # 2007111931 of the Public Records of Sarasota County, Florida, on July 16, 2007, as amended.

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 written 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. An Owner may make a written request to the Board for a detailed accounting of any amounts they owe the Association, and the Board shall provide such information within fifteen (15) business days

after receipt of the written request. Failure by the Board to respond with fifteen (15) business days constitutes a waiver of any outstanding fines of the Owner who requested such accounting which are more than thirty (30) days past due and for which the Association has not given prior written notice of the imposition of the fines. 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 specific action required to cure such violation, if applicable, and (iii) the hearing date, location and access information if held by telephone or other electronic means. . 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. 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. Within seven (7) days after the hearing, the Covenants Committee shall provide written notice to the Owner and, if applicable, any occupant, licensee, or invitee of the Owner, of the Committee's findings related to the violation, including any applicable fines or suspension that the Committee approved or rejected. The notice shall also include how the Owner or any occupant, licensee, or invitee of the Owner may cure the violation, if applicable, or fulfill a suspension, or the date by which the fine must be paid, which must be at least thirty (30) days after delivery of the said notice. If the violation has been cured before the hearing or in the manner specified in the written notice of the Covenants Committee's findings, then the fine or suspension may not be imposed.

(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, transfers 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 twenty-four (24) hours prior to the scheduled pickup. Such containers should be promptly removed after pickup but in no case shall they remain at the curb later than twenty-four (24) hours after the designated collection day.

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 in an area that is visible from the Lot's frontage or an adjacent Lot or Common Area. 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 parked or stored on a Lot within a garage with the garage door closed or otherwise in such a manner that it can be completely concealed from view from the parcel's frontage, an adjacent parcel, or an adjacent Common Area.

Notwithstanding the foregoing, "permitted vehicles" may be parked in a driveway. A "permitted vehicle" shall mean a licensed motor vehicle which is not a commercial motor vehicle. A "permitted vehicle" shall not include a motorcycle, scooter, recreational vehicle, all-terrain vehicle, motor sports vehicle, buses and coaches, watercraft, and aircraft. None of the foregoing vehicles 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 with the garage door shut. 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 an 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 or its successors and assigns.

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 or its successors and assigns 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 or its successors and assigns. 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 rainwater, 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 wastewater 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, whichever 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) a 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 or 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. If an application is disapproved, then the

Board or ARC must provide written notice to the Owner stating with specificity the rule or Section of this Declaration on which the Board or ARC relied when denying the application and the specific aspect or part of the proposed improvement that does not conform to such rule or Section of this Declaration.

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 on 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. If any of the foregoing documents are amended, the Association must provide every Owner with an updated copy of the amended document. The Association may satisfy these requirements by posting complete copies of said documents, or a link thereto, on the homepage of the Association's website in compliance with state law. 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; and

(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.

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

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 "B", 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 18 day of JUNE, A.D., 2000.

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

WITNESSES:

By:

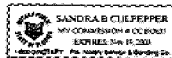
Daniel E. Beychok, Manager

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 at Sarasota County, Florida, this 18 day of
JUNE, A.D., 2000.

Sandra B. Culpepper
Notary Public, State of Florida at Large



My Commission Expires: Nov. 19, 2003

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.

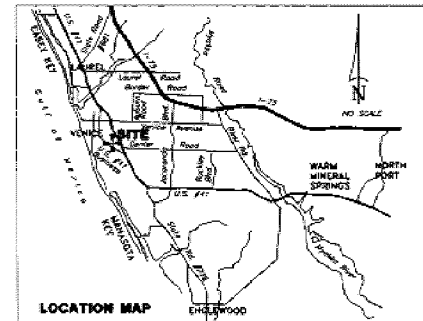
There may be additional restrictions that are not recorded on this plat that
may be found in the Public Records of this County.

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. 2000084958

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. 2000084951 of the Public Records of
Sarasota County, Florida.



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 177 of the Florida Statutes, and find this plat is in conformance with the provisions of
said Chapter.

Date: 6/6/00

Raymond T. Bigham
Raymond T. Bigham,
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 18 day of JUNE,
A.D., 2000.

City Attorney

City Engineer

Mayor, City of Venice

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 of the Public Records of Sarasota County, Florida,
this 18 day of June, A.D., 2000.

Elaine 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 177, Florida Statutes, and that
Permanent Reference Monuments (PRM's) were installed on March 22, 2000, and that
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. 3979



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. 6658
1400 OGDEN ROAD SUITE "D" VENICE, FLORIDA 34232 (941)493-1396
6398 DANNER DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (941)377-8454

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 41 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 17010-2502, 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 481.71 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, Intra-coastal Waterway Canal Record Map; 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 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 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 647.22 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°28'27"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 southeasterly right of way line of said Golf Drive, a distance of 193.42 feet; thence S.40°51'09"W., a distance of 239.89 feet to the northeasterly line of lands described in Official Records Book 2737, at Page 1777, Public Records of Sarasota County, Florida; thence S.31°30'44"E., along said northeasterly line of lands described in Official Records Book 2737, 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°25'08"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, 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 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 2000-04951)

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°28'07"E., 437.14 FEET; THENCE N.51°30'42"W., 321.43 FEET; THENCE N.40°11'09"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°28'27"E., 79.57 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID GOLF DRIVE; THENCE N.49°34'00"W., 654.30 FEET; THENCE N.41°51'09"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., 145.85 FEET; THENCE N.63°11'16"E., 43.37 FEET; THENCE N.37°07'21"E., 25.68 FEET; THENCE N.16°18'09"E., 38.17 FEET; THENCE N.42°03'27"E., 11.90 FEET; THENCE S.54°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., 140.2 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

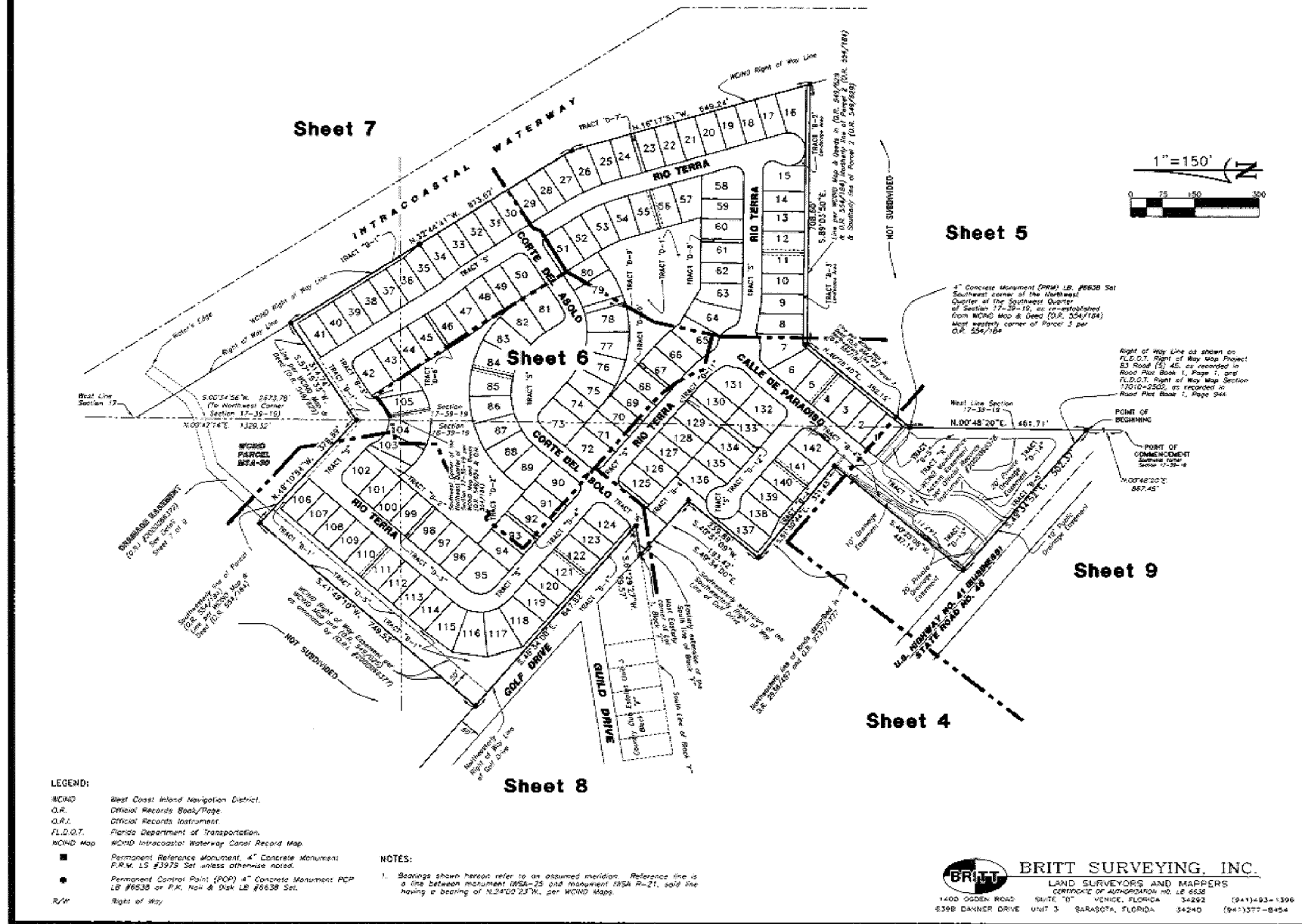
CERTIFICATE OF AUTHORIZATION NO. 18 868
1400 CORDEN ROAD SUITE "B" VENICE, FLORIDA 34292 (941)493-1386
3438 DANNER DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (941)377-8454

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
PLAT BOOK 41 PAGE 29B



CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	323.00	04°49'35"	27.36	27.37	N 47°15'51"E
2	28.00	58°24'20"	25.48	24.40	N 78°52'49"E
3	57.00	80°01'45"	49.27	48.27	N 83°04'00"E
4	33.00	17°54'50"	6.52	6.52	N 65°31'12"E
5	75.00	37°39'45"	14.25	14.05	N 69°19'53"E
6	375.00	06°21'16"	41.81	41.79	S 77°31'58"E
6S	375.00	04°32'13"	27.63	27.62	N 28°19'07"W
6S	375.00	58°24'20"	25.48	24.40	N 40°40'51"W
67	57.00	47°37'05"	41.40	40.50	N 38°17'13"W
69	57.00	22°22'33"	22.23	22.09	N 70°16'03"W
70	33.00	47°36'44"	20.77	20.18	N 37°37'58"W
71	375.00	05°21'56"	35.23	35.17	N 36°31'04"W
74	375.00	09°12'23"	60.26	60.19	N 43°48'45"W
76	375.00	07°05'03"	7.53	7.53	N 48°59'28"W
78	25.00	90°00'00"	39.27	35.36	N 04°34'00"W
85	25.00	90°00'00"	39.27	35.36	S 04°34'00"E
96	25.00	36°53'12"	16.09	15.81	S 58°52'08"W
97	323.00	04°49'35"	27.36	24.80	S 47°22'47"E
98	323.00	09°49'10"	35.20	35.63	S 40°16'59"E
99	25.00	58°24'20"	25.48	24.40	S 08°10'14"E
100	57.00	19°25'14"	19.32	19.23	S 13°19'19"W
101	25.00	47°36'42"	20.77	20.18	S 27°24'35"W
102	375.00	05°21'56"	35.23	35.07	N 47°00'02"E
103	375.00	09°49'10"	35.23	35.23	S 11°37'19"W
104	25.00	90°00'00"	39.27	35.36	S 80°28'42"E
105	25.00	09°10'51"	4.15	4.15	N 44°45'26"E
106	25.00	36°54'04"	15.23	14.59	N 23°33'38"E
107	45.00	38°07'22"	5.71	5.71	N 24°19'07"E
108	45.00	10°14'32"	29.58	28.85	S 107°10'09"E
109	45.00	32°30'47"	25.64	25.19	S 77°36'32"E
110	25.00	44°24'50"	19.38	18.80	S 71°43'47"E
114	45.00	55°19'20"	44.18	42.51	S 08°38'41"W
115	25.00	30°00'00"	39.27	35.36	S 04°31'20"E
118	323.00	09°11'29"	52.16	52.13	S 45°04'39"E
121	265.51	37°47'14"	126.73	127.51	N 54°22'18"E
125	157.33	18°58'39"	148.39	148.16	S 29°44'32"E
128	25.00	49°36'44"	20.29	20.18	N 81°51'24"E
129	375.00	10°44'46"	20.33	20.23	S 45°51'03"E
145	45.00	286°49'50"	271.14	64.25	N 40°28'39"E
146	121.00	20°32'02"	44.23	44.00	N 59°59'52"E
147	25.00	41°04'52"	19.38	18.80	N 07°26'52"E
148	325.00	14°11'16"	80.51	80.50	N 42°08'12"E
149	291.58	31°22'16"	159.63	157.67	N 23°02'31"E
151	375.00	42°59'30"	83.63	80.38	N 48°19'30"W
152	375.00	19°24'52"	103.02	102.69	N 47°41'49"W
153	36.00	30°00'00"	39.27	35.36	S 80°28'42"E
168	325.00	04°22'24"	24.81	24.80	N 42°19'32"E
174	25.00	33°06'47"	23.18	22.35	N 75°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:

- W.C.N.D. West Coast Inland Navigation District.
 O.R. Official Records Book/Page.
 O.R.I. Official Records Instrument.
 F.L.D.O.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. L.S. #3979 Set unless otherwise noted.
- Permanent Control Point (PCP) 4" Concrete Monument PCP L.S. #5578 or P.R.M. Nail & Disk L.S. #5836 Set.
- R/W Right of Way

NOTES:

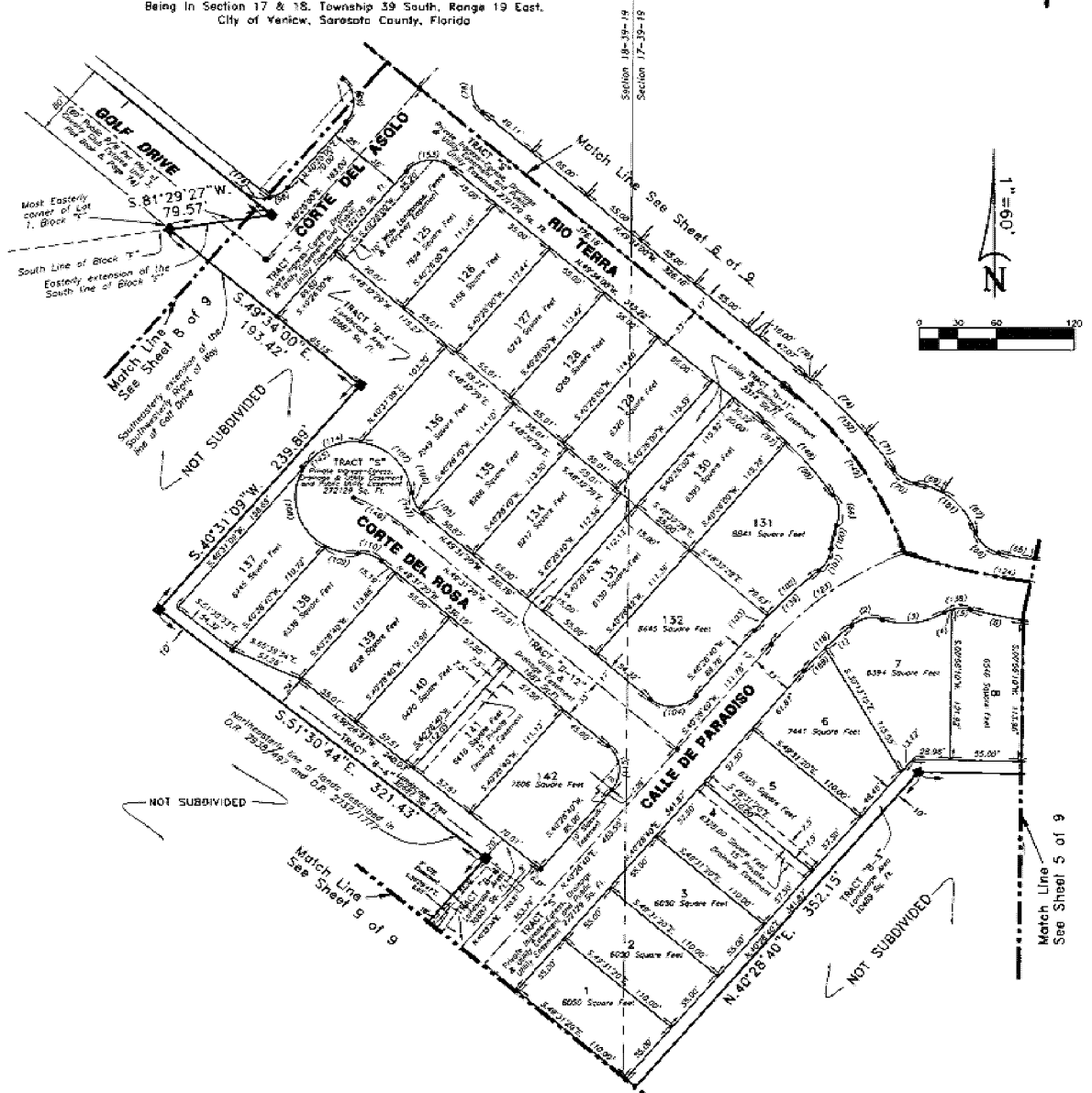
1. Bearings shown herein refer to an assumed meridian. Reference line is a line between monument WSA-25 and monument WSA R-21, said line having a bearing of N 24°00'23"W, per W.C.N.D. Maps.

BELLAGIO ON VENICE ISLAND

A SUBDIVISION

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

SHEET 4 OF 9
 PLAT BOOK 41 PAGE 29C



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. 146658
 1400 OGDEN ROAD SUITE "B" VENICE, FLORIDA 34292 (941)493-1396
 6598 DAVEN DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (941)577-8454

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
6	375.00'	06°27'18"	41.81'	41.79'	S.77°31'36"E
7	175.00'	08°20'18"	24.53'	24.53'	S.62°53'32"E
8	25.00'	124°51'08"	54.78'	44.30'	S.80°38'20"E
9	45.00'	24°31'00"	27.27'	25.95'	S.10°21'40"W
10	45.00'	24°33'45"	24.27'	22.12'	N.43°39'20"E
12	240.00'	01°28'08"	8.50'	8.52'	S.1°58'22"E
23	250.00'	01°28'08"	11.29'	11.27'	S.1°58'22"E
24	200.00'	06°00'33"	58.48'	52.59'	S.29°44'07"E
25	340.00'	06°44'28"	51.87'	51.82'	S.26°56'21"E
26	180.00'	06°44'28"	68.65'	60.59'	S.26°56'21"E
27	500.00'	06°03'43"	52.81'	52.88'	S.25°22'31"E
28	340.00'	06°18'28"	37.21'	37.19'	S.10°22'55"E
29	250.00'	06°18'28"	49.25'	49.23'	S.10°22'55"E
30	500.00'	04°22'39"	38.20'	38.19'	S.18°29'11"E
31	25.00'	102°14'50"	46.25'	40.24'	S.17°19'10"W
32	275.00'	04°02'50"	25.18'	25.18'	N.87°52'28"W
34	325.00'	06°10'36"	67.14'	47.09'	N.84°54'33"W
35	325.00'	04°22'33"	22.63'	27.62'	N.78°19'37"W
36	165.00'	21°43'04"	65.30'	62.97'	N.49°14'14"W
171	45.00'	30°00'21"	20.68'	63.64'	S.44°04'06"E
172	375.00'	14°43'36"	56.32'	56.12'	S.81°42'22"E
120	45.00'	232°30'25"	182.28'	82.88'	S.80°14'32"E
121	200.00'	10°26'50"	143.53'	143.04'	N.21°31'12"W
122	60.00'	34°18'04"	41.37'	42.69'	N.06°51'11"E
123	450.00'	78°28'49"	129.18'	120.72'	N.24°31'57"W
124	450.00'	18°28'49"	134.09'	133.60'	N.24°31'07"W
125	375.00'	13°10'46"	74.76'	74.69'	S.82°22'09"E
169	45.00'	12°40'44"	9.35'	9.94'	N.09°58'03"W
170	340.00'	16°28'50"	87.60'	92.28'	S.24°51'16"E

LOT LINE EASEMENT NOTE

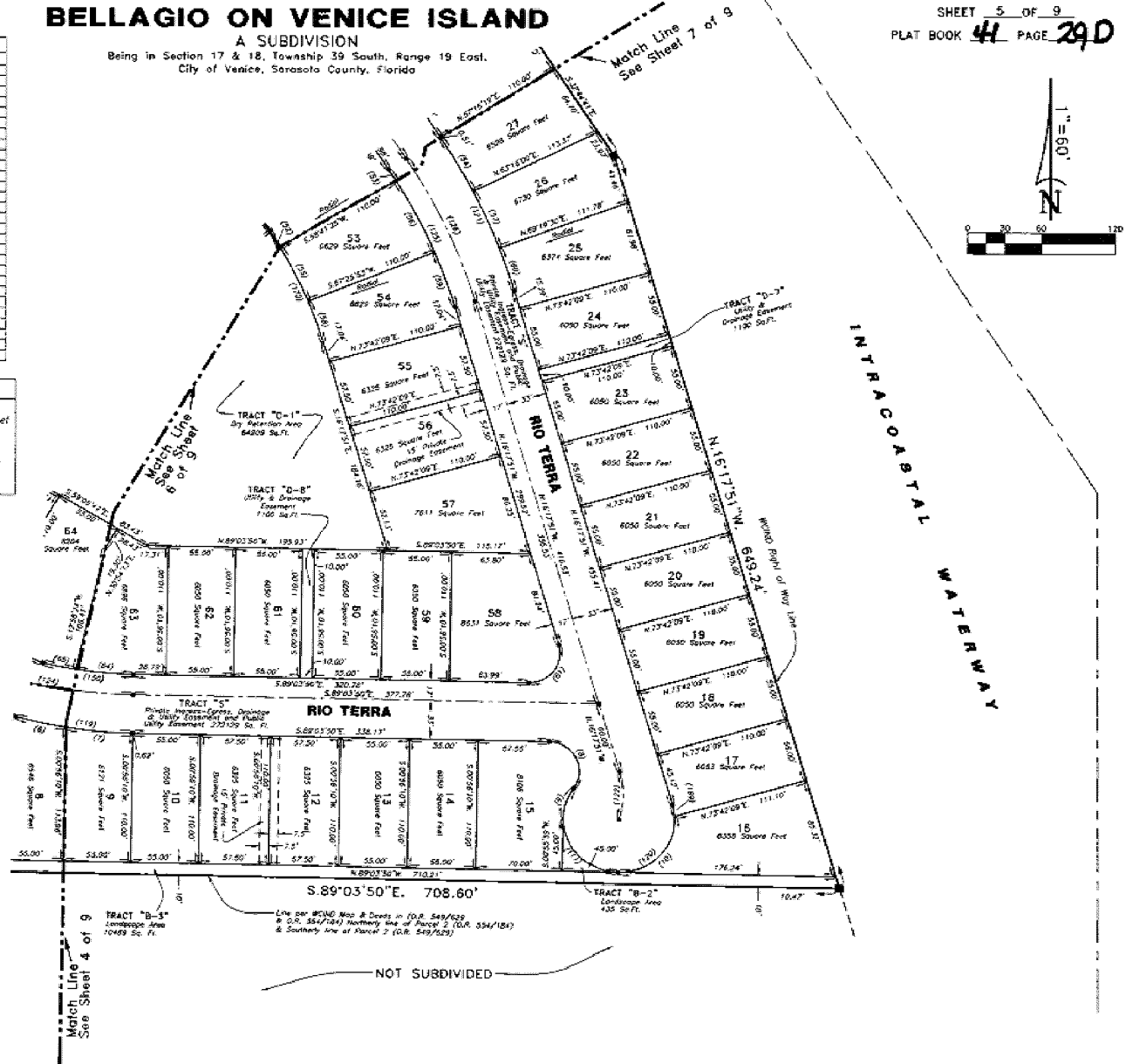
Unless otherwise indicated easements of five (5) feet in width along each rear and side lot line and easements of ten (10) feet along each front lot line, are hereby created and provided for the purpose of accommodating, surface, and underground utilities, cable television, and drainage. Where an area 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



LEGEND:

- WCND West Coast Inland Navigation District.
O.R. Official Records Book/Page.
O.R.I. Official Records Instrument.
F.D.O.T. Florida Department of Transportation.
WCND Map WCND Intracoastal Waterway Canal Record Map.
■ Permanent Reference Monument, 4" Concrete Monument
P.R.M. L5 #3579 Set unless otherwise noted.
■ Permanent Control Point (PCP) 4" Concrete Monument PCP
L3 #6638 or P.R. Nail & Dist L3 #6638 Set.
R/W Right of Way

NOTES:

1. Bearings shown herein refer to an assumed meridian. Reference line is a line between monument NWSA-25 and monument NWSA R-21, said line having a bearing of N.75°00'25"W, per WCND Maps.



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. 18 6638
SUITE 101 VENICE, FLORIDA 34292 (941)462-1398
1400 CORDON ROAD UNIT 3 SARASOTA, FLORIDA 34240 (941)377-8454
6395 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	610.00	0°12'10"	55.25	25.48	S.33°59'48"E
17	610.00	0°12'10"	55.25	25.48	S.33°59'48"E
20	340.00	0°18'14"	49.38	49.33	S.36°54'18"E
23	150.00	1°14'04"	30.54	30.50	S.67°05'43"W
24	25.00	7°19'13"	24.93	31.57	N.21°54'13"W
25	200.01	1°18'19"	49.81	49.86	N.40°53'15"W
26	310.01	1°18'19"	77.21	77.01	S.40°23'15"E
27	200.01	1°18'19"	49.81	49.86	N.43°32'27"W
28	310.01	1°18'19"	77.21	77.01	S.43°56'33"E
29	200.01	1°18'19"	49.81	49.86	N.46°51'50"W
30	310.01	1°18'19"	77.21	77.01	S.46°51'50"E
31	200.01	1°18'19"	49.81	49.86	N.49°10'07"E
32	310.01	1°18'19"	77.21	77.01	S.49°10'07"E
33	200.01	1°18'19"	49.81	49.86	N.51°17'14"W
34	310.01	1°18'19"	77.21	77.01	S.51°17'14"E
35	200.01	1°18'19"	49.81	49.86	N.53°48'11"W
36	310.01	1°18'19"	77.21	77.01	S.53°48'11"E
37	200.01	1°18'19"	49.81	49.86	N.56°21'02"W
38	310.01	1°18'19"	77.21	77.01	S.56°21'02"E
39	200.01	05°07'55"	17.81	17.81	S.42°59'57"W
40	310.01	05°07'55"	27.77	27.75	N.42°59'57"E
41	325.00	04°59'13"	22.63	22.62	N.38°19'02"W
42	25.00	58°24'20"	25.48	24.49	N.48°40'51"W
43	57.00	21°32'06"	41.46	42.50	N.38°17'12"E
44	165.00	21°43'05"	63.36	62.52	N.38°17'12"E
45	52.00	22°20'33"	32.21	32.21	N.37°18'03"E
46	25.00	41°38'44"	20.77	20.18	N.27°39'58"W
47	325.00	05°22'56"	35.23	35.21	N.36°37'04"W
48	165.00	08°14'15"	74.61	73.99	N.37°12'54"W
49	465.00	05°44'59"	31.69	31.69	N.39°28'11"W
50	375.00	09°12'58"	50.25	50.19	N.43°48'25"W
51	465.00	07°06'23"	50.15	50.12	N.44°31'46"W
52	375.00	01°09'03"	7.53	7.53	N.48°58'26"E
53	465.00	01°09'03"	9.74	9.74	N.48°58'26"E
54	375.00	1°24'52"	45.58	45.42	N.49°08'26"E
55	465.00	1°24'52"	51.67	51.67	N.49°08'26"E
56	200.00	11°44'45"	41.36	40.33	S.58°36'22"E
57	310.00	11°44'45"	63.55	63.44	N.55°05'32"E
58	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
59	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
60	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
61	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
62	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
63	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
64	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
65	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
66	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
67	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
68	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
69	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
70	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
71	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
72	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
73	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
74	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
75	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
76	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
77	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
78	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
79	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
80	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
81	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
82	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
83	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
84	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
85	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
86	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
87	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
88	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
89	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
90	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
91	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
92	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
93	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
94	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
95	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
96	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
97	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
98	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
99	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
100	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
101	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
102	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
103	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
104	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
105	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
106	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
107	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
108	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
109	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
110	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
111	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
112	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
113	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
114	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
115	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
116	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
117	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
118	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
119	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
120	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
121	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
122	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
123	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
124	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
125	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
126	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
127	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
128	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
129	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
130	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
131	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
132	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
133	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
134	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
135	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
136	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
137	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
138	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
139	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
140	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
141	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
142	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
143	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
144	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
145	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
146	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
147	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
148	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
149	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
150	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
151	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
152	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
153	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
154	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
155	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
156	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
157	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
158	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
159	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
160	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
161	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
162	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
163	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
164	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
165	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
166	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
167	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
168	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
169	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
170	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
171	310.00	14°21'41"	77.70	77.50	N.58°39'58"E
172	200.00	14°21'41"	50.13	50.00	S.58°39'58"E
173	485.00	12°06'04"	101.59	101.42	N.43°53'57"W

LEGEND:

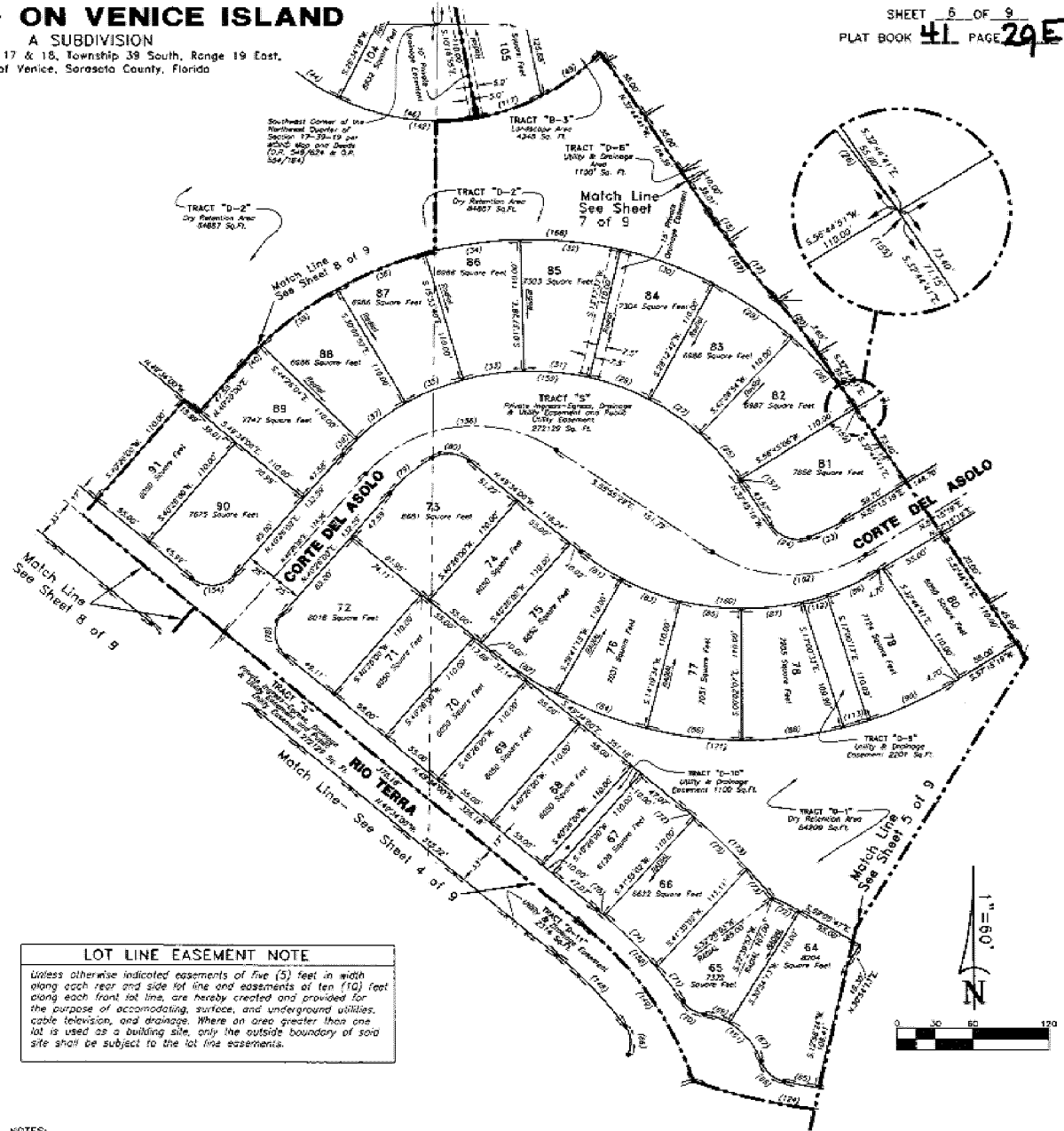
- MCND West Coast Marine Navigation District.
C.R. Official Records Book/Page
C.R.I. Official Records Instrument
F.L.C.G.T. Florida Department of Transportation
MCND Map MCND Intracoastal Waterway Canal Record Map.
■ Permanent Reference Monument, 4" Concrete Monument
P.R.M. L.S. #3379 Set unless otherwise noted.
● Permanent Control Point (PCP) 4" Concrete Monument PCP
LB #6638 or P.K. Nail & Disk LB #6638 Set.
R/W Right of Way

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.

NOTES:

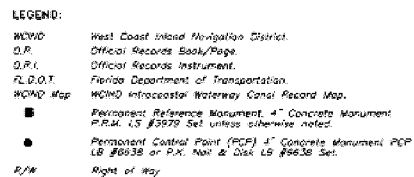
1. Bearings shown hereon refer to an assumed meridian. Reference line is a line between monument 182A-25 and monument 182A-21, said line having a bearing of N.24°00'23"E. per MCND Maps.



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

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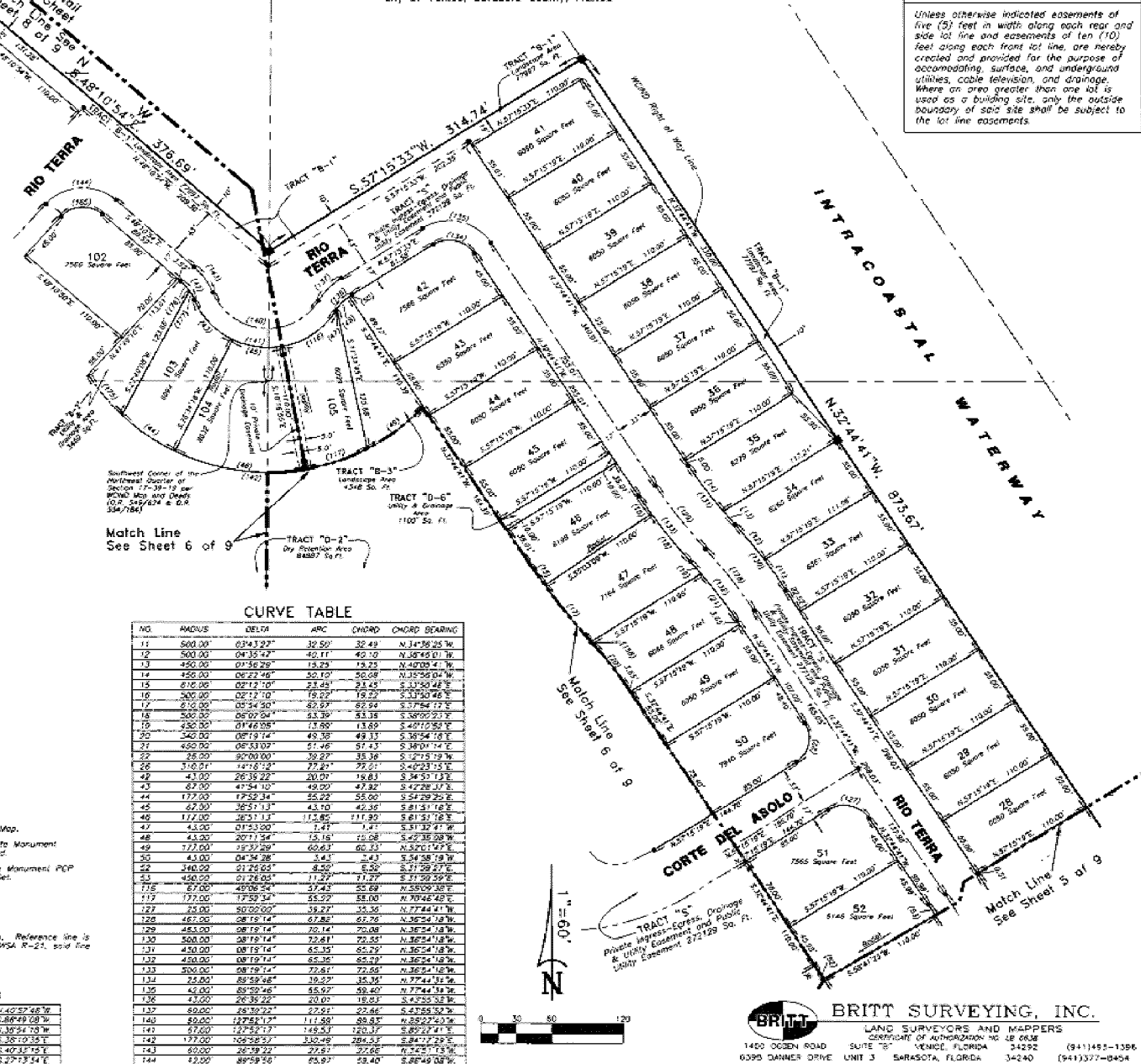
Unless otherwise indicated easements of five (5) feet in width along each rear and side lot line and easements of ten (10) feet along each front lot line, are hereby created and provided for the purpose of accommodating, surface, and underground utilities, cable television, and drainage. Where an area 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.



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 NWD Maps.

158	670.00	00'12"56"	2.17	2.17	4.4257'46.78"
155	75.00	00'20"56"	39.27	35.35	5.8649'08.79"
167	610.00	00'18"16"	68.50	68.50	6.3634'59.79"
175	172.00	00'48"02"	45.57	45.45	5.3810'35.25"
178	43.00	01'18"18"	11.45	11.42	5.4073'35.15"
177	43.00	01'24"04"	8.56	8.54	5.2913'54.64"

NO.	RADIUS	CHORD	ARC	CENTRO	CHORD BEARING
11	500.30	034.3727"	32.50°	32.49	N 13° 56' 21" W
12	500.30	045.3477"	40.11°	40.10	N 40° 05' 01" W
13	450.00	015.5629"	15.25°	15.25	N 40° 48' 41" W
14	500.30	06.2543"	06.25°	06.25	N 40° 48' 41" W
15	610.26	022.1210"	23.49°	23.45	S 53° 30' 46" E
16	500.30	02.1210"	19.22°	19.22	S 53° 30' 46" E
17	500.30	05.0430"	82.57°	82.54	S 57° 54' 17" E
18	500.30	06.0530"	53.36°	53.35	S 58° 09' 52" E
19	500.30	01.1430"	13.80°	13.80	S 58° 09' 52" E
20	540.00	08.19174"	49.58°	49.13	S 58° 09' 52" E
21	500.30	08.03107"	51.46°	51.43	S 58° 09' 52" E
22	38.00	90.0000"	39.27°	35.38	S 57° 15' 19" W
23	49.17	11.76172"	37.21°	37.21	S 57° 15' 19" W
24	49.17	26.35129"	20.92°	19.61	S 57° 15' 19" W
43	49.17	47.34101"	49.00°	47.82	S 47° 28' 37" E
44	173.00	17.5234	55.22°	55.00	S 44° 29' 25" E
45	62.50	30.51131"	43.10	42.36	S 51° 51' 46" E
46	16.31	36.35110"	11.80°	11.80	S 51° 51' 46" E
47	43.30	20.11542"	15.15°	15.08	S 47° 35' 08" W
48	173.00	15.52129"	60.63°	60.23	N 53° 57' 41" E
50	43.30	04.74308"	3.45°	3.43	S 54° 38' 19" W
52	160.00	21.22463"	6.88°	6.88	S 54° 38' 19" W
53	450.00	01.06105"	11.27°	11.27	S 51° 20' 50" E
715	67.00	49.06342"	57.43°	55.69	N 50° 05' 30" E
117	173.00	17.52134"	55.22°	55.00	N 50° 05' 30" E
127	25.00	50.02062"	39.27°	35.35	N 77° 44' 1" W
128	25.00	28.18147"	61.84°	61.84	N 77° 44' 1" W
129	483.00	08.19174"	72.61°	72.04	N 82° 54' 16" W
130	500.00	08.19174"	72.61°	72.05	N 82° 54' 16" W
131	450.00	08.19174"	65.35°	65.29	N 82° 54' 16" W
132	450.00	08.19174"	65.35°	65.29	N 82° 54' 16" W
133	300.00	08.19174"	72.61°	72.04	N 82° 54' 16" W
134	25.00	85.99146"	39.27°	35.35	N 77° 44' 1" W
135	42.00	85.99146"	55.67°	55.60	N 77° 44' 1" W
136	42.00	36.39122"	20.92°	19.63	N 72° 53' 36" E
143	42.00	85.99146"	55.67°	55.60	N 77° 44' 1" W
140	85.00	122.67117"	111.58°	89.87	N 85° 27' 24" W
141	67.00	122.52117"	145.51°	120.37	S 89° 27' 24" W
142	173.00	106.92157"	330.49°	284.37	S 84° 47' 29" E
143	67.00	36.39122"	20.92°	19.63	N 72° 53' 36" E
144	173.00	85.99146"	55.67°	55.60	N 77° 44' 1" W



 **BRITT SURVEYING, INC.**
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. 48 0638
VENICE, FLORIDA 34292 (941) 455-1386
1400 OGDEN ROAD SUITE 701 SARASOTA, FLORIDA 34240 (941) 377-8454
6395 GANNON DRIVE UNIT 3

BELLAGIO ON VENICE ISLAND

A SUBDIVISION

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

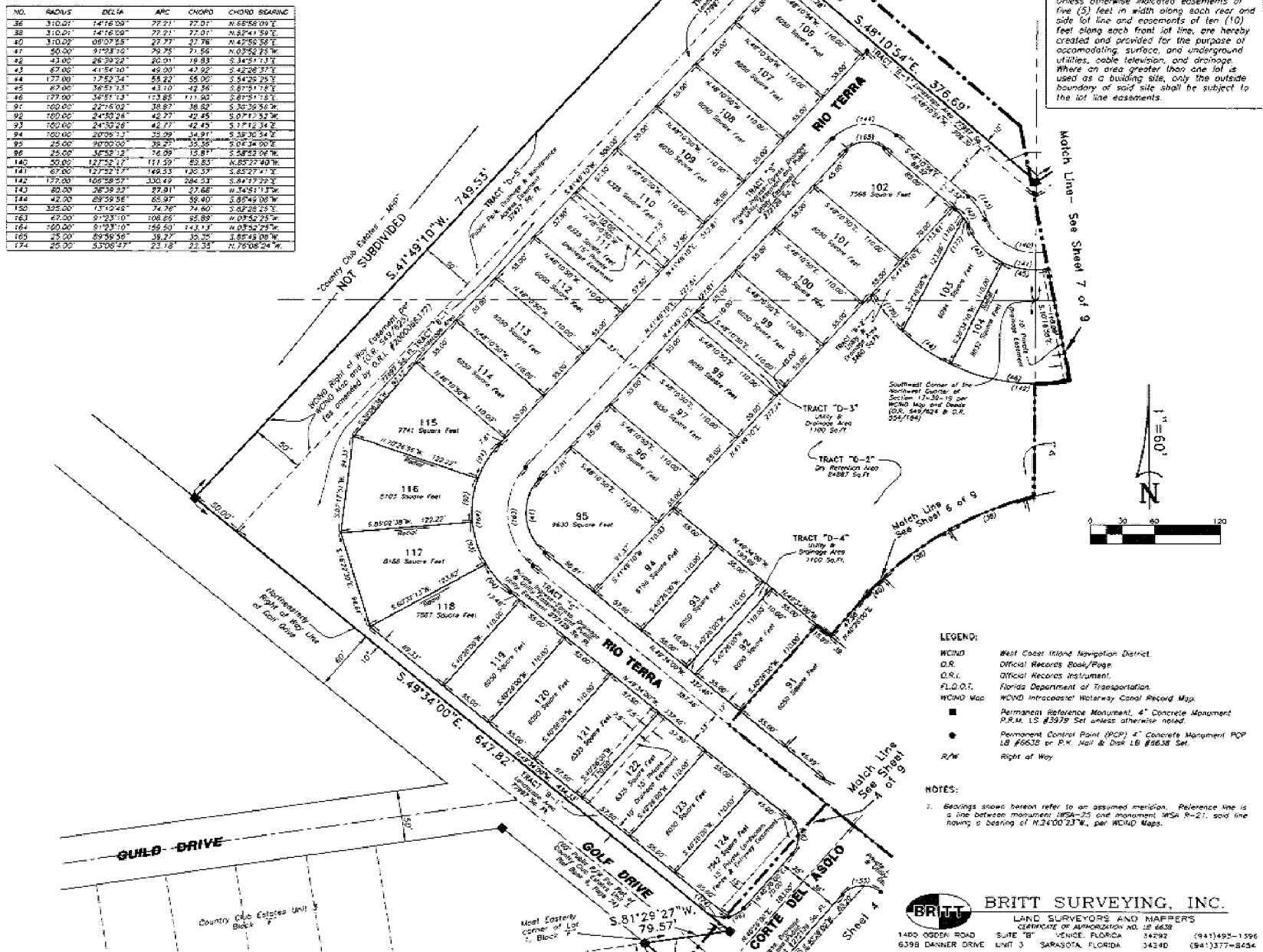
CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
36	310.01	147°16'30"	77.21	77.01	N.88°58'09"E
38	310.01	147°16'30"	77.21	77.01	N.88°58'09"E
40	310.02	08°07'55"	27.77	27.76	N.42°55'58"E
41	50.00	91°23'50"	70.75	71.56	N.07°52'25"W
42	43.00	26°39'22"	20.01	19.83	S.34°51'13"E
43	67.00	41°54'10"	49.00	43.92	S.42°08'17"E
44	172.00	17°52'34"	58.22	55.00	S.54°25'25"E
45	67.00	36°51'13"	43.10	42.36	S.87°51'18"E
46	172.00	36°51'13"	113.85	111.90	S.87°51'18"E
91	100.00	22°16'02"	36.87	36.82	S.30°39'56"E
92	100.00	24°50'26"	42.77	42.45	S.07°17'52"W
93	100.00	24°50'26"	42.77	42.45	S.17°12'34"E
94	100.00	20°36'33"	25.09	24.91	S.35°30'54"E
95	25.00	49°03'05"	39.29	35.36	S.07°14'00"E
96	25.00	36°52'12"	16.09	15.81	S.58°52'06"W
140	50.00	127°52'17"	111.59	83.83	N.85°27'40"W
141	67.00	127°52'17"	149.33	120.37	S.85°27'41"E
142	172.00	169°58'27"	330.49	284.53	S.84°17'29"E
143	60.00	26°38'23"	29.81	27.68	N.34°51'13"W
144	42.00	69°59'58"	65.97	59.40	S.85°49'08"W
150	325.00	13°12'45"	74.76	74.60	S.87°20'23"E
163	27.00	9°23'10"	106.25	35.89	N.07°52'25"E
164	160.00	81°23'10"	156.50	143.13	N.07°52'25"E
165	25.00	69°59'58"	35.27	35.25	S.85°49'08"W
174	25.00	52°08'47"	22.18	22.35	N.76°08'24"W

SHEET 8 OF 9
PLAT BOOK 41 PAGE 29G

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 Island Navigation District
 - D.R. Official Records Book/Page
 - D.R.I. Official Records Instrument
 - FLQ.D.T. Florida Department of Transportation
 - WCND Map WCND Intracoastal Waterway Canal Record Map
 - Permanent Reference Monument, 4" Concrete Monument
 - Permanent Control Point (PCP) 4" Concrete Monument POF LB #6639 or P.V. Nail & Disk LB #5638 Set
 - R/W Right of Way

NOTES:

1. Bearings shown herein refer to an assumed meridian. Reference line is a line between monuments WSA-25 and monument WSA-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 6639
1400 OGDEN ROAD SUITE "B" VENICE, FLORIDA 34292 (941)492-1596
6398 DANNER DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (941)377-8454

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

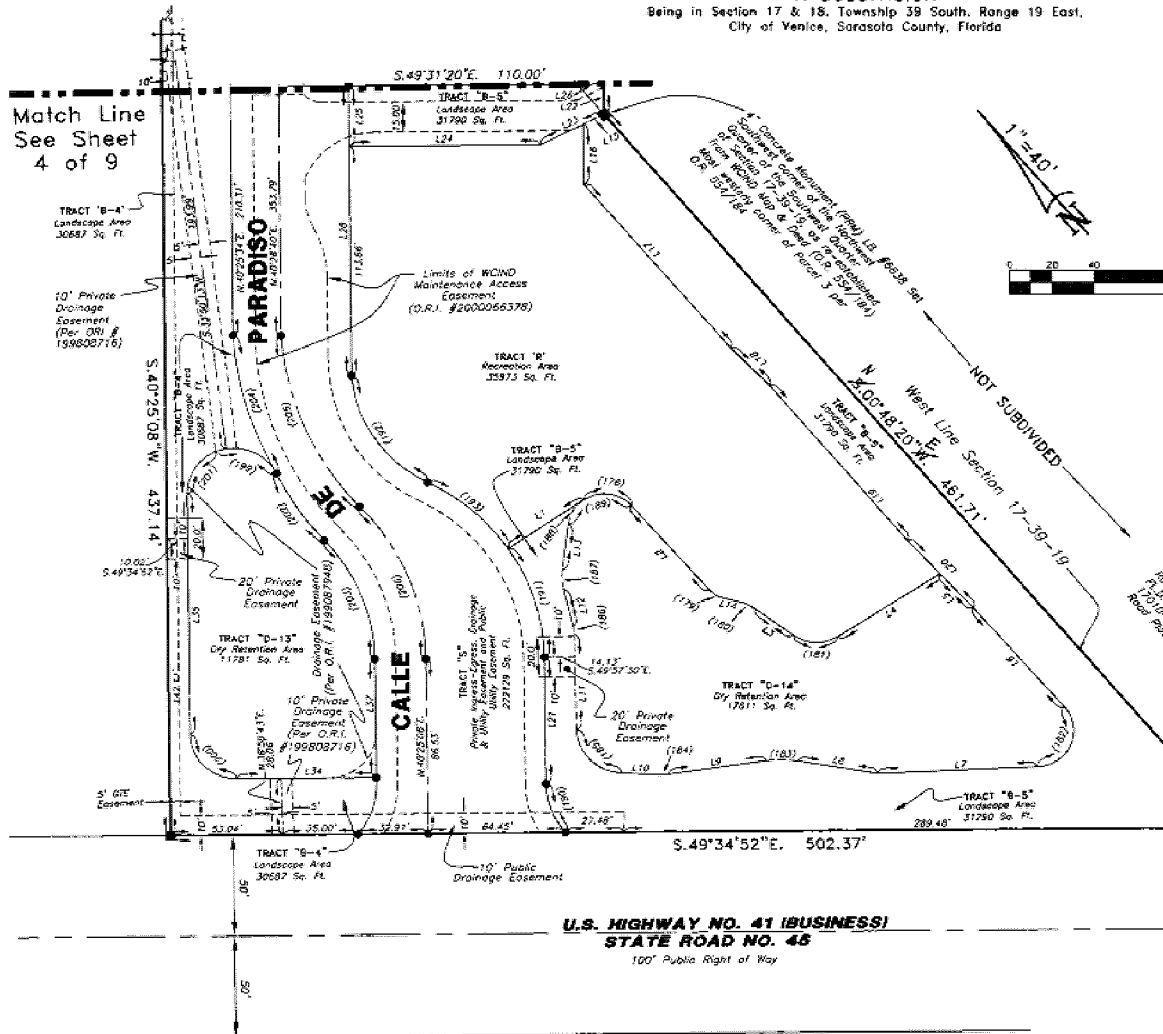
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CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
178	17.00'	87°06'05"	24.88'	22.86'	S 41°48'20"E
179	13.00'	85°54'41"	8.15'	8.02'	S 10°12'58"E
180	22.00'	24°22'46"	6.98'	6.92'	S 24°22'42"E
181	16.00'	68°07'27"	21.72'	20.42'	S 47°19'42"E
182	17.00'	128°35'06"	40.12'	37.24'	S 84°07'42"E
183	46.00'	17°38'11"	14.75'	14.69'	N 48°32'10"W
184	22.00'	10°41'58"	4.12'	4.10'	N 32°01'10"W
185	22.00'	86°33'18"	33.23'	30.16'	N 03°23'58"W
186	18.00'	122°17'16"	3.91'	3.90'	N 33°59'32"E
187	27.00'	20°36'41"	8.71'	8.66'	N 37°44'02"E
188	17.00'	48°36'30"	14.42'	13.99'	N 72°20'42"E
189	17.00'	131°42'56"	39.08'	31.03'	S 66°06'15"E
190	38.00'	30°27'22"	40.12'	35.68'	N 31°01'50"E
191	97.00'	33°46'36"	22.18'	20.55'	N 35°32'15"E
192	63.00'	60°30'14"	66.70'	61.83'	S 07°00'30"W
193	97.00'	27°55'16"	50.66'	50.09'	S 00°18'42"E
194	73.00'	86°08'14"	33.08'	30.05'	S 31°46'05"E
200	25.00'	80°00'00"	34.56'	31.17'	N 04°04'08"W
201	22.00'	68°34'08"	26.33'	24.76'	N 74°42'47"E
202	126.00'	16°25'16"	40.78'	40.02'	S 06°40'10"W
203	88.00'	42°12'52"	64.84'	63.38'	S 10°14'16"W
204	186.25'	25°15'41"	71.63'	71.21'	S 04°43'17"E
205	138.66'	38°47'52"	93.89'	92.11'	N 17°37'31"E
206	110.00'	45°32'06"	83.58'	81.59'	N 18°39'04"E

LINE TABLE

Line	Bearing	Distance
L1	N 83°21'03"W	62.84'
L2	N 00°14'57"W	55.63'
L3	N 17°45'59"W	22.22'
L4	S 61°53'25"W	67.84'
L5	S 01°55'58"E	28.28'
L6	N 00°05'10"W	65.02'
L7	S 61°32'05"E	78.42'
L8	S 39°46'04"E	38.24'
L9	S 57°22'15"E	46.70'
L10	S 46°40'17"E	18.06'
L11	S 39°52'01"W	42.21'
L12	S 27°25'46"W	16.62'
L13	S 48°02'27"W	23.00'
L14	N 36°09'59"W	7.05'
L15	S 78°02'43"E	11.18'
L16	S 40°36'40"W	28.95'
L17	S 00°28'14"W	106.74'
L18	S 01°50'29"E	23.62'
L19	S 00°48'44"W	200.00'
L20	S 01°53'59"E	45.61'
L21	N 40°05'32"E	62.72'
L22	S 60°28'40"W	15.00'
L23	N 76°02'43"W	33.59'
L24	N 48°31'20"W	89.95'
L25	N 40°26'40"E	50.00'
L26	S 48°31'20"E	10.00'
L27	S 49°30'56"E	21.12'
L28	S 40°27'42"W	143.69'
L29	N 44°54'59"W	15.86'
L30	N 48°34'33"W	49.40'
L31	S 48°34'15"E	64.58'
L32	N 40°25'32"E	119.53'
L33	S 48°28'30"W	62.28'



LEGEND:

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

■ Permanent Reference Monument, 4" Concrete Monument
P.R.M. LS #3979 Set unless otherwise noted.
● Permanent Control Point (RCP) 4" Concrete Monument RCP
LS #5638 or R.C. not & Disk LS #6638 Set.

R/W Right of Way

NOTES:

1. Bearings shown herein 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°02'25"W, per WCIND Maps.



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CORPORATE OFFICE: 1400 OGDEN ROAD, SUITE 701, VENICE, FLORIDA 34292 (941)493-1396
6398 DANNER DRIVE, UNIT 3, SARASOTA, FLORIDA 34240 (941)377-8454

EXHIBIT B

ARTICLES OF INCORPORATION

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BELLAGIO ON VENICE ISLAND HOMEOWNERS ASSOCIATION, INC.**

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 its Amended and Restated Articles of Incorporation:

**ARTICLE 1.
NAME AND PRINCIPAL OFFICE**

The name of the corporation is BELLAGIO ON VENICE ISLAND HOMEOWNERS ASSOCIATION, INC. (herein, the “Association”).

The address of the principal office of the corporation is: 100 Calle del Paradiso, Venice, Florida 34285. The Board of Directors may change the address of the Association’s principal office from time to time as it deems to be in the interest of the Association.

**ARTICLE 2.
NATURE OF ASSOCIATION**

The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members, and its primary purposes include without limitation the following: (1) to administer and enforce, within Bellagio on Venice Island, a single family community located in Venice, Florida (herein, the “Property”), the Declaration of Covenants, Conditions and Restrictions of Bellagio on Venice Island (herein, the “Declaration”) (originally recorded at Official Records Instrument #2000084957, and as amended and restated as Official Records Instrument #2007111931, both of the Public Records of Sarasota County, Florida); and (2) to otherwise exercise the powers granted to the Association under the Declaration, these Articles of Incorporation, the Bylaws, and Chapters 617 and 720, Florida Statutes.

**ARTICLE 3.
TERM**

The term for which the Association is to exist is perpetual, unless the Association is dissolved pursuant to any applicable provision of the Florida Statutes or the Declaration. Any dissolution of the corporation shall comply with the Declaration.

**ARTICLE 4.
MEMBERS**

The members of the Association shall be all owners of platted lots within the Property (herein, the “Members”).

**ARTICLE 5.
INCORPORATOR**

The name and address of the original incorporator of these Articles of Incorporation is:

Charles B. Funk 601 Bayshore Boulevard, Suite 650
Tampa, Florida 33606

**ARTICLE 6.
BOARD OF DIRECTORS**

The Association shall be governed by a Board of Directors (the "Board"). The Board shall consist of five (5) directors. Directors shall be selected and removed as provided in the Bylaws of the Association (the "Bylaws"). A vacancy on the Board shall be filled in the manner provided in the Bylaws and state law.

**ARTICLE 7.
OFFICERS**

The affairs of the Association are to be managed by a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Bylaws may provide for from time to time. Officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the membership and shall hold office at the pleasure of the Board, until the next succeeding annual election of officers or until their successors are elected and qualify.

**ARTICLE 8.
STOCK**

The Association shall never have nor issue any shares of stock, nor shall the Association distribute any part of the income of the Association, if any, to its Members, Directors or Officers. However, the Association may reimburse its Directors, Officers, Members or agents for reasonable expenses incurred on behalf of the Association.

**ARTICLE 9.
POWERS**

The Association shall have all the powers set forth and described in Chapters 617 and 720, Florida Statutes (as presently existing or as may be amended from time to time), the Declaration, these Articles of Incorporation, or the Bylaws. The Association shall also have all powers necessary or incidental to the attainment of its corporate purposes. The functions and services that the Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative vote of a majority of the Board, so long as such addition or reduction is not inconsistent with the requirements of state law, the Declaration, these Articles, or the Bylaws.

ARTICLE 10. INDEMNIFICATION

The Association shall indemnify all persons who may serve or who have served at any time as Directors or Officers and their respective heirs, administrators, successors, and assigns against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred in connection with the defense or settlement of any claim, action, suit or proceeding in which they or any of them are made a party of which may be asserted against any of them, by reason of having been a Director or officer of the Association, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties. Such indemnification shall be in addition to any rights to which such Director or Officer may otherwise be entitled to by law.

ARTICLE 11. AMENDMENT

Amendments may be proposed by the Board of Directors or by not less than ten percent (10%) of the Association's voting interests. These Articles of Incorporation may be amended upon the approval of 70 percent (70%) of the Association's voting interests (i.e., 100 voting interests) at a duly-noticed membership meeting. No amendment shall be made that is in conflict with the Declaration or state law. All amendments shall be attached to a certificate of amendment and shall be recorded in the Public Records of Sarasota County, Florida, and filed with the Florida Secretary of State.

ARTICLE 12. DESIGNATION OF REGISTERED AGENT AND REGISTERED OFFICE

Principal Office. The principal office of the Association shall be located at 100 Calle del Paradiso, Venice, Florida 34285 or such other place in Sarasota County as the Board of Directors (herein, the "Board") shall determine from time to time.

Registered Agent. For purposes of service of process, the Association shall designate a registered agent, which designation may be changed from time to time, and the registered agent's office shall be deemed the registered office of the Association for purposes of service of process.

ARTICLE 13. DEFINITIONS

Terms used in these Articles of Incorporation, unless otherwise defined in these Articles of Incorporation, shall have the meanings described in Article 1 of the Declaration.

ARTICLE 14. PRIORITY OF DOCUMENTS

In the event of conflict, the governing documents of the Association shall take priority in the following order: (1) Declaration; (2) Articles of Incorporation; and (3) Bylaws.

EXHIBIT C

BYLAWS

**SECOND AMENDED AND RESTATED BYLAWS OF
BELLAGIO ON VENICE ISLAND HOMEOWNERS ASSOCIATION, INC. A NOT-FOR-
PROFIT CORPORATION**

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ARTICLE I

Preamble

These are the Bylaws of Bellagio on Venice Island Homeowners Association, Inc. (herein, the "Association"), a Florida corporation not-for-profit. The Articles of Incorporation of the Association (herein the "Articles") were filed in the office of the Secretary of the State of Florida on June 8, 1999, and were originally recorded as Official Records Instrument #2000145327 of the Public Records of Sarasota County, Florida. The Association has been organized for the purpose of governing Bellagio on Venice Island, a residential community located in Sarasota County, Florida (herein, the "Property") in accordance with the Declaration of Covenants, Conditions and Restrictions and Easements of Bellagio on Venice Island (herein, the "Declaration"), which was originally recorded as Official Records Instrument #2000084957, and as amended and restated as Official Records Instrument #20071119831, both of the Public Records of Sarasota County, Florida. In the event of any inconsistency between these Bylaws and the Declaration, the Declaration shall control.

ARTICLE II

Offices

Section 2.1 Principal Office. The principal office of the Association shall be located at 100 Calle del Paradiso, Venice, Florida 34285 or such other place in Sarasota County as the Board of Directors (herein, the "Board") shall determine from time to time.

Section 2.2 Registered Agent. For purposes of service of process, the Association shall designate a registered agent, which designation may be changed from time to time, and the registered agent's office shall be deemed the registered office of the Association for purposes of service of process.

ARTICLE III

Membership and Voting Rights

The members of the corporation (herein, the "Members") shall be the holders of all or a portion of the fee simple title to one or more of the single-family housing units (herein, the "Lots") within the Property.

ARTICLE IV

Members and Members' Meetings

Section 4.1 Location of Membership Meetings. All Membership meetings shall be held at the principal office of the Association, or at such other place as shall be designated by the Board and stated in a notice thereof.

Section 4.2 Member Roster. The Association shall maintain a roster of names, mailing addresses and parcel identifications of the Members of the Association. The Association may request that Members supply additional contact information including telephone numbers and email addresses which a Member may subsequently withdraw and require the Association to remove from its records, upon request. The Board may promulgate Rules and Regulations governing the use of this information by Committees of the Board, individual members and

commercial purposes in the interest of protecting the privacy of the Members to the extent permitted by law or elsewhere described in these Bylaws or the Declaration. The provision by the Association of individual Member information to others for commercial purposes requires individual Member consent. The Association is not liable for the Member's use or misuse of the information provided to the Members as permitted by law. Unless the Member agrees to the use of electronic communication, required notices of Association meetings shall be by US mail or hand delivered in person. The Member may request the removal of his additional information from the Association records.

Section 4.3 Annual Association Meeting. An annual meeting of the Membership shall be held on a date in February and at a time determined by the Board from time to time. The purpose of the meeting shall be for the Members to elect a Board and to transact other business as may properly be brought before the meeting.

Section 4.4 Special Meetings. Special meetings of the Membership, for any purpose, unless otherwise prescribed by statute, by the Articles, by these Bylaws, or by the Declaration may be called by the Board or at least ten percent (10%) of the total voting interests of the Association (i.e., 15 voting interests). Business transacted at all special meetings shall be confined to the purposes described in the notice thereof.

Section 4.5 Notice. Notice of all Member meetings, annual or special, shall be given by the President, Vice-President or Secretary or by such other officer or agent of the Association as may be designated by the Board. Such notice shall be written or printed and shall state the date, time and place of the meeting. Notice of a special meeting shall state the purpose of the meeting and describe the financial impact of proposed actions. Notice shall be given not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting except in emergencies. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's official records.

Section 4.6 Quorum. At least fifteen percent (15%) of the voting interests of Members entitled to vote must be present in person, or present by valid proxy, to constitute a quorum (i.e. 22 voting interests). A quorum shall be required at all meetings of the membership for the transaction of business, except as otherwise provided by statute, the Articles, these Bylaws or the Declaration. If a quorum cannot be reached at any meeting of the membership, the meeting may be adjourned by a vote of a majority of the Members present and reconvened with notice as prescribed in Section 4.12.

Section 4.7 Membership Approval. When a quorum is reached at any meeting, a majority of the votes cast by the Members present in person, or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which a different vote is required by statute or by express provision of these Bylaws, the Articles or the Declaration.

Section 4.8 Casting of Votes. Members may vote by proxy and proxies may be used to establish a quorum. All forms of proxy shall offer the Member an opportunity to appoint any person as proxy and shall provide the option of a limited proxy, directing how the proxy holder must vote on any matter that may properly come before the meeting for which vote is required by statute or these Bylaws, the Articles or the Declaration. Any proxy shall be effective only for the specific

meeting for which originally given, as the meeting may lawfully be adjourned and reconvened from time to time. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy is revocable at any time at the pleasure of the Member who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place. The Association may conduct elections and other Member votes through an Internet-based online voting system if a Member consents to online voting and if the legal requirements regarding online voting are met. A Member voting electronically shall be counted as being in attendance at the meeting for purposes of determining a quorum.

Section 4.9 Action by Written Agreement without Meeting. Any action that may be taken at a membership meeting may be taken by written agreement of the Members without a meeting in the manner provided in Chapter 617, Florida statutes.

Section 4.10 Chairperson. At all membership meetings, the President of the Association or, in his absence, the Vice-President, shall preside as chairperson of the meeting or, in the absence of both, the Members shall elect a chairperson.

Section 4.11 Right to Speak. Members shall have the right to attend all membership meetings and to speak with reference to all items included on the agenda. The Board shall set aside time during each meeting to hear comments from the Members on items not otherwise open for discussion or included on the agenda. Members' speaking time may be reasonably limited.

Section 4.12 Adjournment. Any membership meeting may be adjourned by the majority of the Members present (in person or by proxy) and reconvened with notice including an announcement in a conspicuous place and provided by electronic means to Members who have provided email addresses to the Association. The notice must be at least seventy-two (72) hours prior to the reconvened meeting. The notice must identify the new time, date and place at which the adjourned meeting will be reconvened. If a new record date for the adjourned meeting is or must be fixed as provided by statute, the notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. Adjourned and reconvened meetings shall be at least three (3) days apart and, if a quorum is reached any business may be transacted which might have been transacted at the adjourned meeting.

ARTICLE V

Directors

Section 5.1 Number and Term of Office. The affairs and operation of the Association shall be governed by the Board. The Board shall consist of five (5) directors and at least one (1) ex officio member as provided in Section 5.3 below, who shall have no vote and who shall not be counted as part of any quorum. The Directors shall serve a one (1) year term of office. Each Director shall be elected to serve until the next annual meeting of the membership or until the Director's successor shall be elected and shall qualify. To the extent permitted by law a Director shall not serve more than two (2) consecutive terms of office. This restriction shall not apply if there are less than five other Director candidates who are eligible and willing to serve. Partial terms of office do not count toward two (2) consecutive term limit.

Section 5.2 Director Qualifications. Every Director candidate and Director must be a member of the Association, a Member spouse or the designated voter of a Member who is not a natural person (i.e., a corporation, partnership or trust, etc.), shall be at least eighteen (18) years of age and must fulfill all the other requirements of eligibility provided in Chapter 720 of the Florida Statutes, the Declaration and these Bylaws. A grantor of a trust described in Section 733.707 (3), Florida Statutes or a beneficiary (as defined in Section 737.303(4)(b), Florida Statutes) of a trust which owns a Lot shall be eligible to serve as a Director, provided that said grantor or beneficiary occupies the Lot. Newly elected or appointed Directors must complete the approved educational curriculum specific to newly elected or appointed directors within ninety (90) days after being elected or appointed. Directors must also complete at least four (4) hours of continuing education annually. A Director who does not timely file the educational certificate with the Association is suspended without further action from the Board until he or she complies with the requirement. A suspended Director shall not participate in any Board meeting as a Director, including discussion, deliberation, or making or seconding motions, shall not be counted toward the establishment of a quorum, and any vote cast shall be deemed null and void and shall not be recorded in the minutes or considered in determining the outcome of any Board action.

Section 5.3 *Ex Officio* Members. The immediate past president of the Association shall be an *ex officio* member of the Board. The Board may appoint other *ex officio* members from time to time. *Ex Officio* Board members shall have full rights of notice and participation except that the member shall not be entitled to vote and shall not count toward the establishment of the quorum.

Section 5.4 Election. The election of Directors shall be held at the annual membership meeting in the following manner:

(a) At least sixty (60) days before a scheduled election of Directors, the Board shall appoint a Nominating Committee and assign it such authority as the Board determines appropriate to assist in the conduct of Director elections. The Nominating Committee shall nominate at least five (5) Director candidates. In addition, any Member wishing to be nominated shall communicate that interest in writing to the Board for its receipt not later than thirty (30) days prior to the annual membership meeting and upon receipt of that notice that member shall be included in the list of nominated candidates. All candidates shall prepare brief resumes and statements which are to be distributed with the notice of the annual membership meeting. This statement shall include information on the candidates' planned residency in the community for the term of office being sought. In addition, persons may be nominated from the floor at the annual membership meeting. Persons so nominated shall present their brief resume and statement about planned residency orally or in writing at the meeting.

(b) At least fourteen (14) days prior to the annual membership meeting, the Association shall mail, or hand deliver a notice of the annual membership meeting and a proxy form to all Members entitled to vote. The proxy shall list alphabetically by surname all eligible persons who are nominated and shall include at least three (3) blank lines for write-in candidates. All director candidates whose names appear on the proxy shall be deemed to be automatically nominated at the annual membership meeting.

(c) A Member may cast his vote for the election of no more than five (5) Directors as follows: (a) by casting the Member's vote by personally checking the preferred candidate names on the proxy or (b) the Member may authorize his proxy holder to cast the Member's vote at the annual membership meeting as the proxy holder determines appropriate after nominations have been closed or (c) the Member may cast his vote in person by ballot at the annual meeting after nominations have been closed. The Member or the Member's designated voting representative must print and sign his name on the proxy. The proxy must be returned to the Association at or prior to the membership meeting. The Association shall disregard a proxy if it is not signed by the Member or the Member's designated voting representative.

(d) At the annual membership meeting proxies shall also be available. Members may nominate themselves as a Director candidate from the floor of the annual membership meeting. No election shall be necessary if the number of Director candidates is less than or equal to the number of Director vacancies. In such a case, the Director candidates shall automatically be elected and their names announced at the annual membership meeting.

(e) If more persons are timely nominated than there are Director vacancies to be filled, election of Directors shall proceed. After the proxies have been cast and Director voting closed, the Nominating Committee shall count the votes. Members shall be permitted to observe the vote counting. The Director candidates receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by lot, such as the flipping a coin by a neutral third party or the drawing of straws. The vote tally shall be made available to Members upon request.

(f) Any election dispute between a Member and the Association must be submitted to mandatory binding arbitration with the Division of Florida Land Sales, Condominiums and Mobile Homes, as required by Section 720.306(9), Florida Statutes.

Section 5.5 Removal. Directors may be removed with or without cause by the vote or written agreement of a majority of the Association's total voting interest (72 voting interests). Directors may be recalled by agreements in writing or by written ballots according to the procedures provided in Section 720.303 (10), Florida Statutes. Board Members who are not present in person at any of the Board meetings held in two (2) successive calendar quarters shall be automatically removed from the Board.

Section 5.6 Vacancy. Other than the election of Directors by Members to fill vacancies caused by the expiration of the Directors' term of office, any vacancy occurring on the Board shall be filled by the Board of Directors by a majority of those remaining. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until a successor is elected or appointed and qualified. If a vacancy occurs on the Board as a result of a recall and less than the majority of the Board Directors are removed, the vacancy shall be filled by the affirmative vote of the majority of the remaining Directors. If vacancies occur on the Board as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled by Members voting in favor of the recall in accordance with Section 720.303 (10), Florida Statutes, as amended. The Board may temporarily fill a vacancy of a Director

who is suspended for failure to timely file an educational certificate during the period of suspension.

ARTICLE VI

Compensation of Directors, Officers and Agents

Directors shall not receive any compensation for their services. The salaries of all employees and agents of the Association shall be fixed by the Board. The Board may reimburse a Director or officer or other Members for reasonable expenses incurred on behalf of the Association.

ARTICLE VII

Meetings of the Board

Section 7.1 Schedule of Meetings. The Board may establish a schedule of regular meetings to be held at such time and place as the Directors may designate, but at least four (4) such meetings shall be held during each fiscal year, with at least one every calendar quarter. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business.

Section 7.2 Special Notice of Certain Board Meetings. Special meetings of the Board may be called by the President, Vice President or any two (2) directors on not less than three (3) days' written notice of the date, time, place and purpose thereof to each Director except in the case of an emergency in which case such notice shall be given to each Director as is reasonable under the circumstances. Notice to Directors of special Board meetings shall be given by mail, telephone, email, facsimile transmission or in person. With reference to notice to owners, written notice of the date, time, place and purpose (with a description of the proposed action) of any regular or special Board meeting at which special assessments or Rules and Regulations or legal action or settlement of legal action involving amounts in controversy in excess of five (5%) percent of the Association's annual budget shall be mailed, personally delivered or sent by e-mail to those Owners who have provided consent to such notices by e-mail and posted conspicuously on the Property not less than (14) days before the meeting.

Section 7.3 Quorum and Voting. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time and at any such adjourned meeting, any business which might have been transacted may be terminated without further notice. A meeting may also be adjourned by a majority of the Directors present, whether or not a quorum exists. Directors may not vote by proxy or by secret ballot at Board meetings except that secret ballots may be used in the election and removal of officers. The minutes shall show the results of all votes of individual Board members, except that secret ballot results shall only be reported in summary. At any meeting, a Board member may participate and be considered in determining the presence of a quorum by telephone where in person attendance is not practical. The telephone communication must be conducted in such a manner as to provide Members at the meeting the ability to hear and understand the comments and votes of the telephoning Board member and for that Board member to hear and understand any comments of the Members. The minutes shall record whether such Board members participation was in person or by telephone.

Section 7.4 Members Rights. Meetings of the Board shall be open to all Members (except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of discussion would otherwise be governed by the attorney-client privilege or for the purpose of discussing personnel matters). Each Member shall have the right to speak for at least three (3) minutes on any matter on the agenda. The Association may adopt written reasonable rules regarding the right of members to speak and governing the frequency, duration and other manner of member statements, which rules must be consistent with this section and may include a sign-up sheet for Members wishing to speak. Except in an emergency, notices of meetings shall be posted in a conspicuous place on the Property at least 48 hours in advance and delivered electronically. Notice of each Board meeting may be mailed or delivered to each Member at least seven (7) days before the meeting. All Board actions must be taken in open session.

Section 7.5 Petition by Members. If at least ten percent (10%) of the total voting interests (i.e., 15 voting interests) of the Association petition the Board to address an item of business, the Board shall at its next regular meeting or at a special meeting of the Board held in either event not later than sixty days (60) after the receipt of the petition take the petitioned item up on an agenda. Not less than fourteen days (14) in advance of the Board meeting the Board shall give Members notice of the meeting which describes the petition and proposed motion if any. Members shall have the right to speak for at least three (3) minutes each on the matter. The Board must address the petitioned item and vote on any motion included in the petition.

Section 7.6 Meeting Organization. The President of the Association shall preside over all meetings of the Board, and the Secretary of the Association shall keep a minute book of meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings occurring in such meetings.

Section 7.7 Minutes. The minutes of all meetings of the Board shall be made available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for seven (7) years or as required by Florida Homeowners' Association Act (Chapter 720, Florida Statutes). Minutes for each meeting must be reduced to written form within a reasonable time after the meeting date. The minutes shall summarize the essence of discussion and detail actions taken including recording of votes.

ARTICLE VIII

Procedures

Robert's *Rules of Order* (latest edition) shall govern the conduct of the Association proceedings when not in conflict with Florida law, the Articles or these Bylaws. The Board shall appoint a Member who is not on the Board to serve as parliamentarian.

ARTICLE IX

Officers

Section 9.1 Determination of Officers. The officers of the Association shall be the President, Vice President, Secretary, Treasurer and such other officers with such powers and duties not inconsistent with these Bylaws as may be appointed and determined by the Board. Any two offices may be held by the same person, except the President shall not hold any other office.

Section 9.2 Executive Officers. Officers of the Association shall be elected annually by the Board after the annual meeting of the Members of the Association and shall hold office for one (1) year or until their successors are elected and qualified. Officers serve at the pleasure of the Board. An officer shall not serve more than two (2) consecutive terms of the same office. This restriction shall not apply if there are no other officer candidates who are eligible and willing to serve. Partial terms of office do not count toward the two consecutive term limit.

Section 9.3 Vacancy. In case any office of the Association becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the Directors then in office, although less than a quorum, may elect an officer to fill such vacancy, and the officer so elected shall hold office and serve until the first meeting of the Board after the annual meeting of the Members next succeeding and until the election and qualification of his or her successor.

Section 9.4 President. The President shall preside at all meetings of members of the Board. The President shall have and exercise general charge and supervision of the affairs of the Association and shall do and perform such other duties as may be assigned to him by the Board.

Section 9.5 Vice President. At the request of the President, or in the event of his absence or disability, the Vice President shall perform the duties and possess and exercise the powers of the President; and to the extent authorized by law, the Vice President shall have such other powers as the Board may determine and shall perform such other duties as may be assigned to him by the Board.

Section 9.6 Secretary. The Secretary shall have charge of such books, documents and papers as the Board may determine and shall have the custody of the corporate seal. The Secretary shall attend and keep the minutes of all meetings of the Board and Members. The Secretary shall keep a record, containing the names, alphabetically arranged, of all persons who are Members, showing their places of residence, and such book shall be open for inspection as prescribed by law. The Secretary may sign with the President or Vice President, in the name and on behalf of the Association, any contract or agreement authorized by the Board, and when so authorized or ordered by the Board, the Secretary may affix the seal of the Association. The Secretary shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board, and shall do and perform such other duties as may be assigned by the Board.

Section 9.7 Treasurer. The Treasurer shall have the custody of all funds, property and securities of the Association, subject to such regulations as may be imposed by the Board. The Treasurer may be required to give bond for the faithful performance of his duties, in such sum and with such sureties as the Board may require. When necessary or appropriate, the Treasurer may endorse on behalf of the Association for collection, checks, notes and other obligations, and shall deposit the same to the credit of the Association at such bank or banks or depository as the Board may designate. The Treasurer shall make such payments as may be necessary or proper to be made on behalf of the Association. The Treasurer shall enter regularly on the books of the Association to be kept for that purpose, full and accurate account of all monies and obligations received and paid or incurred for or on account of the Association and shall exhibit such books at all reasonable times to any Director or Member on application at the office of the Association. The Treasurer shall, in general, perform all duties incident to the office of Treasurer, subject to the control of the Board.

Section 9.8 Removal. Any officer may be removed from office by the affirmative vote of a majority of the whole Board.

ARTICLE X Committees

Section 10.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Each member of a Committee shall serve the term of office approved by the Board or until his successor is appointed, unless the Committee is terminated sooner or the Board removes the member from the Committee, the member resigns or unless the member ceases to qualify as a member thereof. The Board shall create and appoint members to Covenants, Architectural Review, Grounds and Finance Committees. The responsibilities of the committees may be clarified by resolution or regulation. The Board may appoint members of the Board to serve on any committee except the Covenants Committee. The Board shall appoint the Chair of any committee and shall establish a means to maintain a liaison between the committees and the Board.

Section 10.2 Covenants Committee. The board shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Members shall not be officers, Directors, employees of the Association or family members of officers, Directors, employees of the Association. Acting in accordance with the provisions of the Declaration and these Bylaws, the Covenants Committee shall be the hearing tribunal of the Association and shall conduct all hearings in a manner consistent with procedures in the Declaration. The Covenants Committee may hear appeals from rulings of the Board relating to fines or other restrictions, approval/disapproval of architectural modification requests or disputes related to grounds maintenance.

The Covenants Committee acting as a tribunal shall hear evidence and arguments from relevant parties, permitting witnesses or expert testimony as may be offered or as the Committee may deem appropriate. The Committee shall evaluate matters presented to it in the context of the Association Declaration, Bylaws, Articles and Rules and Regulations. It may require that a Committee or the Board reconsider a matter, or it may rule in favor or against an Owner and shall in any case provide the rationale for its action. The Committee may act only when a quorum (simple majority) is present. The Committee shall begin its hearing no sooner than fourteen (14) days or later than ninety (90) after written notice of the right to a hearing is provided to a Member and shall render its written decision based on the facts and arguments within seven (7) days of the completion of the hearing. Where the decision of the Committee is not unanimous the minority may write a dissenting opinion. The written decision shall be delivered to the affected member and the Board. The meetings of the Committee shall be duly noticed and open to the Members. The decision of the Committee shall be definitive.

Section 10.3 Architectural Review Committee. The Board shall establish an Architectural Review Committee consisting of at least three (3) members. The Committee shall review requests by Members for modification of dwellings, make recommendations to the Board regarding architectural policies and shall interpret to Members Board Rules and Regulations governing architectural changes as more fully described in the Declaration. Member appeals of

these decisions are made to the Covenants Committee. The Architectural Review Committee while performing its duties is subject to Sections 10.6 and 10.7 below. The Board may assign other duties to the Committee from time to time.

Section 10.4 Grounds Committee. The Board shall establish a Grounds Committee consisting of at least three (3) members. The Committee shall recommend to the Board policies and practices relating to proper management of the Common Area and Members' Lots. It may be assigned an oversight function of the grounds including driveways and may be authorized to coordinate any grounds related contracts. It shall review Member proposals for changes in irrigation systems, grounds allocated to plantings or other changes and make recommendations to the Board regarding these changes. Where the Board directs it may use this direction in making decisions that affect grounds management and Member requests. Member appeals of these decisions are made to the Covenants Committee. The Committee while interpreting Board rules is subject to Sections 10.6 and 10.7 below. The Board may assign other duties to the Committee from time to time.

Section 10.5 Finance Committee. The Board shall establish a finance Committee consisting of at least three (3) members. The Committee shall advise the Board on the prudent management of Association funds, sound contracting procedures, budget preparation and analysis, reserve calculation and management and other duties as assigned from time to time.

Section 10.6 Notice. The Covenants Committee and any Committee when making delegated decisions on behalf of the Board follow the same procedures as the Board for the calling and conducting of meetings including without limitations the posting of meeting notices, preparation of agendas and meeting minutes and providing Members the right to attend, to record and to speak regarding any agenda item. Meeting notices must be made a minimum of seven (7) days in advance of the meeting. When any such Committees are not taking delegated actions on behalf of the Board, they are exempt from the above requirements and other meeting requirements of Chapter 720, Florida Statutes, and may establish and follow their own procedures unless otherwise directed by the Board.

Section 10.7 Scope of Authority and Quorum. The Covenants Committee shall abide by the scope and stated purpose and procedural requirements for the Committee as defined by these Bylaws and the Declaration. Other Committees created by the Board pursuant to these Bylaws or the Declaration may adopt rules for operation consistent with these Bylaws, the Declaration and Rules and Regulations of the Board. Committees when making delegated decisions on behalf of the Board regarding Members' requests shall, on the request of the Member, hold a Committee meeting to consider the request. Any Committee while making delegated decisions within the scope of Board adopted Rules and Regulations, when considering the possible denial of a request from a Member or considering a finding against a Member shall provide the Member the opportunity to appear before the Committee in a duly noticed open meeting with an agenda and minutes. A quorum of a simple majority of Committee members is required for action in these meetings. The Committee shall advise the Member of the process and rights to appeal and shall promptly issue its findings in writing to the Board and Member. The Committee shall maintain records of all actions taken.

ARTICLE XI

Annual Statement and Financial Report

The Association shall prepare an annual financial report within sixty (60) days of the close of the Association's fiscal year in accordance with state requirements. The Association shall, within the time limits prescribed by statute, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. In accordance with state law, Owners may petition the Board for alternate levels of financial reporting. The level of reporting may not be reduced below the statutorily required level for consecutive years.

ARTICLE XII

Checks

All checks, drafts, other orders of payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by a minimum of two (2) persons, at least one of whom is a director and the others are officers or agents of the Association in such manner as shall from time to time be determined by the Board. The Board may, by resolution, authorize the management company to use electronic banking. Where such banking is authorized, the persons authorized to sign for the Association shall at intervals not greater than one month following the transaction be provided with the detail of such transaction and sign designating approval.

ARTICLE XIII

Fiscal Year

The fiscal year of the Association shall begin on March 1st of each year.

ARTICLE XIV

Fiscal Management

Section 14.1 Budget. The Board shall adopt a detailed budget in January of each year for the subsequent fiscal year that shall 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 set out separately all fees or charges for recreational amenities, whether owned by the Association or another person. The budget shall include funds set aside to fully fund reserves needed for the replacement of Association capital assets. If the Board wishes to recommend funding of reserves at less than the full amount, it must present this option to the Members for a vote. A resolution to this effect must appear in any proxy material distributed to Members in advance of a properly called meeting for the purpose of considering less than full reserve funding. The Association shall provide each Member, within the time limits prescribed by statute, with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

Section 14.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. The Board may authorize the pledge or assignment of any regular or special assessment in the lien rights of the Association as security for the repayment of such loans. No such loans, pledges or assignments or lien rights of the Association amounting to more than ten percent (10%)

of the Association's annual operating budget or lasting more than one hundred and twenty (120) days may be made without approval by majority vote of the Members present in person and by proxy and voting at a properly called meeting.

Section 14.3 Depository. All funds of the Association not otherwise employed shall be deposited from time to time as determined by resolution of the Board. These funds shall be invested prudently to maximize earnings at low risk. All monies collected by the Board or its Committees shall be deposited and expended in accordance with the Association accounting practices.

Section 14.4 Bonds. Fidelity bonds shall be required by the Board from all officers, agents and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds and deductibles shall be determined by the Board. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

Section 14.5 Contracts. All contracts shall be in writing. All contracts for the continuing supply of goods and services shall have thirty (30) day, no cost, no cause cancellation provisions. If a contract for the purchase, lease, or rental of materials or equipment, or for the provision of services requires payment by the Association that exceeds three percent (3%) of the total budget of the Association including reserves if any, the Association must obtain at least three competitive bids for the materials, equipment or services. Nothing contained in this paragraph shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, community association manager, engineering, architect or landscape architect are not subject to the provisions of this paragraph. Nothing contained in this paragraph is intended to limit the ability of the Association to obtain needed products and services in an emergency. This paragraph does not apply if the business entity with which the Association desires to contract is the only source of supply within Sarasota County, Florida.

ARTICLE XV

Assessments

Section 15.1 Determination. The Association shall have the power to levy assessments against its Members for the purpose of financing the operation, maintenance and repair, real estate and other taxes, and other expenses incident to the portions of the Property, the improvements located thereon, and all other real or personal property, for which the obligation to operate, maintain, and repair has been delegated to the Association pursuant to the Declaration. The Board has the power to and shall from time to time determine the amounts necessary to pay all expenses of the Association and to establish reasonable budgets therefor in accordance with the Declaration. The establishment of annual assessments in excess of 110% of prior year assessments shall require consideration and action by the Membership in a properly called meeting.

Section 15.2 Statement of Assessments. Each Member shall pay its pro rata share of the assessments, which pro rata share shall be determined in the manner set forth in the Declaration. When the Board has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each Member. Assessments are payable at the office of the Association or at a location designated by the Board.

Section 15.3 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 (142).

Section 15.4 Notice of Annual Assessments. Notice of the annual assessment applicable to each individual Lot subject thereto, together with a copy of the annual budget as adopted by the Board or a written notice that a copy of the budget or amendment is available upon request with no charge to Member, shall be transmitted to each Member at least thirty (30) days prior to the fiscal year for which the budget is made. Such assessment may be due quarterly or as the Board directs and shall become delinquent thirty (30) days after the due date. The Association shall provide each Member notice of any Board meeting held for the purpose of adopting or amending the annual budget not less than fourteen (14) days in advance of the meeting.

ARTICLE XVI

Books and Records

Section 16.1 Official Records. The Association shall maintain the following items, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Property that the Association is obligated to maintain, repair, or replace;
- (b) A copy of these Bylaws and each amendment thereto;
- (c) A copy of the Articles and each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The Minutes of all meetings of the Board, Committees and the Association;
- (g) A current roster of all Members and their mailing addresses and parcel identifications;
- (h) The email addresses and facsimile numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission;
- (i) All of the Association's insurance policies or a copy thereof;
- (j) Copies of all liens, loans, pledges or other agreements which bind the Association;

(k) A current copy of all contracts to which the Association is a party (bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year);

(l) The financial accounting records of the Association, according to good accounting practices;

(m) A copy of the disclosure summary presented to prospective owners;

(n) Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by Owners, which must be maintained for at least one (1) year after the date of the election, vote, or meeting;

(o) All affirmative acknowledgments of an Owner's understanding that the Association will change its method of delivery of the invoice for assessments or the statement of the account;

(p) Each Director's educational certificate, which must be maintained for five (5) years after the Director's election;

(q) Decisions and reports of the Covenants Committee and Committees with delegated authority to act on behalf of the Board.

All records shall be retained for period of seven (7) years except as noted above.

Section 16.2 Record Details. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include: (1) accurate, itemized, and detailed records of all receipts and expenditures; (2) a current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due; (3) all tax returns, financial statements, and financial reports of the Association; (4) any other records that identify, measure, record, or communicate financial information.

Section 16.3 Availability. The official records shall be maintained by the Association within the state and shall be open to inspection and shall be available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Association of a written request for access.

Section 16.4 Minutes. Minutes of all meetings of Members and of the Board shall be maintained in written form. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the Minutes, except for voting on selection or removal of officers which may be reported in aggregate.

ARTICLE XVII

Authority

Any Board member, Association member or agent acting on or speaking on behalf of the Association with respect to any matter shall be first authorized to do so by the Board of Directors, these Bylaws or by contract approved by the Board. This authorization may be made by the Board for its Committee members by resolution, including resolutions establishing and defining Committee roles and responsibilities.

ARTICLE XVIII

Amendment

Section 18.1 Voting Requirement. Except as provided herein, these Bylaws may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing seventy percent (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 18.2 Consent. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws. If a Member consents to any amendment to the Declaration, Articles of Incorporation or these Bylaws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any mortgage or contract between the Member and a third party will affect the validity of such amendment.

ARTICLE XIX

Directors and Officers Insurance

The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or who is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Bylaws.

ARTICLE XX

Construction and Conflict

Section 20.1 Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean masculine, feminine, singular or plural, wherever the context so requires.

Section 20.2 Conflict. The governing documents of the Association shall control the following order:

1. Declaration
2. Articles of Incorporation

3. Bylaws

Section 20.3 Re-codification. The governing documents of the Association may be re-codified, reorganized or corrected. Such changes shall not be considered as amendments and subject to the provisions thereto.

ARTICLE XXI Validity of Bylaws

If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

ARTICLE XXII Rules and Regulations

The Board may from time to time adopt Rules and Regulations regarding the operation of the Property that is both Common Property and the Lots. All Members, tenants, visitors, guests and residents shall abide thereby. All Rules and Regulations shall equally apply to all Members similarly situated and shall be uniform in their application and effect. The Board shall have the authority to enforce all Rules and Regulations in accordance with the Declaration and State law.

ARTICLE XXIII Management Agreement

The Board may enter into a management agreement for the operation, maintenance and management of the affairs of the Association.