

Prepared by: Christa L. Folkers
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015092161 61 PG(S)
July 24, 2015 03:53:39 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS
FOR
TOSCANA ISLES**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....	1
ARTICLE 2 THE COMMUNITY.....	5
2.1 DESCRIPTION.....	5
2.2 PROPERTY COMPRISING THE COMMUNITY.....	5
2.3 EXPANSION OF THE COMMUNITY.....	5
2.4 WITHDRAWAL OF PROPERTY FROM THE COMMUNITY.....	5
2.5 MAINTENANCE COVENANTS.	5
2.6 CONDOMINIUMS.	5
ARTICLE 3 THE DISTRICT.....	6
3.1 PURPOSES.	6
3.2 BONDS.	6
3.3 DISTRICT OPERATIONAL EXPENSES.	6
3.4 MAINTENANCE ASSESSMENTS.	6
ARTICLE 4 DISTRICT PROPERTY.....	6
4.1 GENERAL.	6
4.2 TRACT 150.....	6
4.3 TRACT 170..	6
4.4 STORMWATER AREAS.	7
4.5 WATER AND SEWER SYSTEM FACILITIES.	7
4.6 TRANSFER OF OWNERSHIP OF DISTRICT PROPERTY.	7
ARTICLE 5 THE ASSOCIATION	7
5.1 PURPOSES.....	7
5.2 MEMBERSHIP.....	7
5.3 VOTING.	8
5.4 FEES.	8
ARTICLE 6 COMMON AREAS	8
6.1 GENERAL.	8
6.2 TRACT 100.....	8
6.3 TRACTS 180 AND 181.....	9
6.4 USE OF COMMON AREAS.....	9
6.5 USE OF COMMUNITY ROADS.	9
6.6 TRANSFER OF OWNERSHIP OF COMMON AREAS.....	10
6.7 DEDICATION TO PUBLIC.	10

ARTICLE 7 PARCEL DEVELOPMENT	10
7.1 ARCHITECTURAL CONTROL	10
7.2 APPROVED BUILDERS	10
7.3 COMMENCEMENT OF CONSTRUCTION	11
7.4 REQUIRED INSTALLATIONS IN UNIT 1	11
ARTICLE 8 MAINTENANCE	12
8.1 GENERAL	12
8.2 MAINTENANCE BY THE DISTRICT	12
8.3 MAINTENANCE BY THE ASSOCIATION	12
8.4 MAINTENANCE BY ALL OWNERS OF PARCELS	13
8.5 FAILURE TO PERFORM MAINTENANCE	13
8.6 ADMINISTRATIVE FEE	13
ARTICLE 9 ASSOCIATION EXPENSES	13
9.1 CLASSIFICATION OF EXPENSES	13
9.2 COMMON EXPENSES	13
9.3 BASE EXPENSES	14
9.4 SUPPLEMENTAL EXPENSES	15
9.5 INDIVIDUAL EXPENSES	15
9.6 APPROVAL FOR EXPENSES	15
ARTICLE 10 ASSESSMENTS	16
10.1 CLASSIFICATION OF ASSESSMENTS	16
10.2 ANNUAL ASSESSMENTS	16
10.3 SPECIAL ASSESSMENTS	16
10.4 INDIVIDUAL ASSESSMENTS	16
10.5 APPORTIONMENT OF ANNUAL AND SPECIAL ASSESSMENTS	16
10.6 NOTICE OF ASSESSMENTS	17
10.7 PAYMENT OF ASSESSMENTS	18
10.8 FAILURE TO PAY ASSESSMENTS	18
10.9 PROOF OF PAYMENT OF ASSESSMENT	18
10.10 PARCELS OWNED BY DEVELOPER	19
10.11 WORKING CAPITAL CONTRIBUTION	19
ARTICLE 11 LIEN OF ASSESSMENTS	19
11.1 CREATION OF LIEN	19
11.2 ENFORCEMENT OF LIEN	19
11.3 PRIORITY OF LIEN	20
ARTICLE 12 RESTRICTIONS	20
12.1 RESIDENTIAL USE	20
12.2 DWELLINGS	20
12.3 GARAGES AND OUTBUILDINGS	20
12.4 SETBACKS	20
12.5 DRIVEWAYS	21
12.6 ROOFS	21
12.7 DRAINAGE	21
12.8 LANDSCAPING	21
12.9 IRRIGATION SYSTEM	21
12.10 NO TRAILERS OR TEMPORARY BUILDINGS	22

12.11	WATER AND SEWER.....	22
12.12	FENCES AND WALLS.....	22
12.13	SWIMMING POOLS.....	22
12.14	MAILBOXES.....	23
12.15	BOATS AND VEHICLES.....	23
12.16	BOAT DOCKS.....	23
12.17	SIGNS.....	23
12.18	ANIMALS.....	23
12.19	TRASH.....	23
12.20	CONSTRUCTION.....	24
12.21	INTERFERENCE WITH USAGE.....	24
12.22	CLOTHES DRYING AREAS.....	24
12.23	SOLAR COLLECTORS.....	24
12.24	NUISANCES.....	24
12.25	EXTERIOR ANTENNAS.....	24
12.26	UTILITY LINES.....	24
12.27	AIR CONDITIONING UNITS.....	24
12.28	ARTIFICIAL VEGETATION AND EXTERIOR DECORATIONS.....	24
12.29	DAMAGE AND INSURANCE RATES.....	24
12.30	CLEARING OF TREES.....	24
12.31	POLLUTANTS.....	25
12.32	LEASES.....	25
12.33	SALES.....	25
12.34	GOVERNMENTAL REGULATIONS.....	25
12.35	COMMON AREAS.....	25
12.36	DISTRICT PROPERTY.....	25
12.37	UNSIGHTLY DEBRIS.....	25
12.38	GAMES AND ACCESSORY STRUCTURES.....	25
12.39	OCCUPANTS BOUND.....	25
12.40	ADDITIONAL RESTRICTIONS.....	25
ARTICLE 13 ARCHITECTURAL CONTROL.....		25
13.1	APPROVAL BY ARCHITECTURAL COMMITTEE.....	25
13.2	ARCHITECTURAL COMMITTEE.....	26
13.3	ARCHITECTURAL CONTROL AUTHORITY.....	26
13.4	PLANS.....	26
13.5	PROCEDURE.....	27
13.6	FEES.....	27
13.7	CERTIFICATION OF COMPLIANCE.....	27
13.8	PROCEEDING WITH WORK.....	27
13.9	LIABILITY.....	27
13.10	INTERIOR ALTERATIONS.....	27
ARTICLE 14 WARRANTIES.....		28
ARTICLE 15 INSURANCE AND CASUALTY LOSSES.....		28
15.1	COMMON AREAS INSURANCE.....	28
15.2	LIABILITY INSURANCE.....	28
15.3	POLICIES.....	28
15.4	OTHER ASSOCIATION INSURANCE.....	29
15.5	DAMAGE AND DESTRUCTION.....	29

15.6	DISBURSEMENT OF PROCEEDS.....	29
15.7	OWNER'S INSURANCE.....	30
ARTICLE 16 VARIANCES.....		30
ARTICLE 17 COMMUNITY SERVICES.....		30
17.1	TELECOMMUNICATIONS SERVICES.....	30
17.2	CENTRAL IRRIGATION SYSTEM.....	30
ARTICLE 18 SURFACEWATER MANAGEMENT AND WETLANDS.....		31
18.1	SURFACEWATER MANAGEMENT SYSTEM FACILITIES.....	31
18.2	DEVELOPER RIGHTS.....	31
18.3	CITY OF VENICE RIGHTS.....	31
18.4	SWFWMD RIGHTS.....	32
18.5	SWFWMD.....	32
ARTICLE 19 RIGHTS OF DEVELOPER.....		32
19.1	THE DISTRICT.....	33
19.2	THE ASSOCIATION.....	33
19.3	COMMON AREAS.....	33
19.4	DEVELOPMENT.....	33
19.5	ASSOCIATION CONTROL.....	34
19.6	TOSCANA ISLES NAME.....	34
19.7	WATER RIGHTS.....	34
19.8	ASSIGNMENT.....	34
19.9	EXERCISE OF RIGHTS.....	34
ARTICLE 20 RIGHTS OF INSTITUTIONAL MORTGAGEES.....		34
ARTICLE 21 EASEMENTS.....		35
21.1	GRANTS AND RESERVATIONS.....	35
21.2	DISTURBANCES.....	36
ARTICLE 22 REMEDIES.....		36
22.1	COMPLIANCE BY OWNERS.....	36
22.2	ENFORCEMENT.....	36
22.3	FINES.....	36
22.4	ASSOCIATION LITIGATION.....	37
22.5	MEDIATION.....	37
ARTICLE 23 DURATION.....		38
23.1	COVENANTS TO RUN WITH THE TITLE TO THE LAND.....	38
23.2	TERM.....	38
ARTICLE 24 AMENDMENTS.....		38
ARTICLE 25 MISCELLANEOUS.....		39
25.1	GOVERNING LAW.....	39
25.2	NOTICES.....	39
25.3	WAIVER.....	39
25.4	INDIVIDUAL LIABILITY.....	39
25.5	INVALIDATION.....	39
25.6	USAGE.....	39

CONSENT OF DISTRICT.....	41
CONSENT OF ASSOCIATION.	42
EXHIBIT "A" – ASSOCIATION ARTICLES OF INCORPORATION	
EXHIBIT "B" – ASSOCIATION BYLAWS	

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS
FOR
TOSCANA ISLES**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS is made as of the 24 day of July 2015 by **LALP DEVELOPMENT, LLC**, a Florida limited liability company ("Developer").

RECITALS:

A. Developer is the owner of the following described property lying and being in the County of Sarasota, State of Florida, to-wit:

All of the property described in the plat of Toscana Isles Unit 1 recorded in Plat Book 49, page 32-32M Public Records of Sarasota County, Florida.

which property is hereinafter called the "Property."

B. Developer intends to improve, develop, and convey portions of the Property for residential, recreational, and other uses and purposes as part of a community to be known as "Toscana Isles."

C. By virtue of this Declaration, Developer intends to provide a flexible and reasonable procedure for the designation of lands that will be a part of the community, to impose upon such lands mutually beneficial restrictions under a general plan of improvement for the benefit of all owners thereof, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such lands.

NOW, THEREFORE, Developer does hereby establish this Declaration and place upon those lands more particularly described herein the following provisions, restrictions, reservations, covenants, conditions, and easements:

**ARTICLE 1
DEFINITIONS**

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall have the following meanings:

1.1 "Administrative Fee" shall have the meaning set forth in Article 8.6.

1.2 "Annual Assessment" shall mean an Assessment levied annually by the Board against a Parcel in accordance with the provisions of Article 10 for the payment of a portion of the Common Expenses.

1.3 "Approved Builder" shall have the meaning set forth in Article 7.2.

1.4 "Architectural Committee" shall mean the committee constituted and empowered pursuant to Article 13 to control and regulate all Construction Work.

1.5 "Architectural Criteria" shall mean such restrictions and regulations as may be adopted from time to time by the Architectural Committee with respect to Construction Work affecting the Community or any portion thereof.

1.6 "Army Corps Permit" shall mean Department of the Army Permit No. SAJ-2011-01313 (IP-MEP), dated September 10, 2012, as amended by Permit No. SAJ-2011-01313 (IP-MEP) Modification #1, dated June 27, 2014, issued for the Community by U.S. Army Corps of Engineers, as may be amended.

1.7 "Articles of Incorporation" shall mean the articles of incorporation of the Association, a copy of which is attached hereto as Exhibit "A."

1.8 "Assessment" shall mean an assessment levied by the Board against a Parcel in accordance with the provisions of Article 10 for the payment of Association Expenses.

1.9 "Assessment Share" shall have the meaning set forth in Article 10.5.A.

1.10 "Association" shall mean Toscana Isles Master Association, Inc., a Florida corporation not for profit.

1.11 "Association Expenses" shall mean all expenses incurred by the Association in the performance of its obligations or the exercise of its powers pursuant to this Declaration, the Articles of Incorporation, or the Bylaws.

1.12 "Attorney's Fees" shall mean all reasonable attorney's fees incurred in connection with a matter, including fees for trial and appellate proceedings and fees for services not involving litigation.

1.13 "Base Expenses" shall mean those expenses described in Article 9.3.

1.14 "Board" shall mean the board of directors of the Association.

1.15 "Bylaws" shall mean the bylaws of the Association, a copy of which is attached hereto as Exhibit "B."

1.16 "Central Irrigation System" shall have the meaning set forth in Article 17.2.

1.17 "Common Areas" shall mean all real and personal property (or interest therein) that is: (a) owned by the Association, (b) identified as such in this Declaration or in any other instrument executed by Developer and recorded in the Public Records, (c) designated by Developer in an instrument delivered to the Association as property intended for the common use and enjoyment of all Owners, or (d) maintained by the Association for the benefit of all Owners pursuant to written agreement entered into by the Association.

1.18 "Common Expenses" shall have the meaning set forth in Article 9.2.

1.19 "Community" shall mean the Property, together with any additional property as hereafter may be made subject to this Declaration.

1.20 "Community Roads" shall mean all roads within the Community, portions of which will be public and private, shall be available for the common use and benefit of Developer and all Owners, and shall be maintained by the Association as part of the Common Areas.

1.21 "Community Standards" shall mean the minimum standards of conduct, maintenance, or other activity applicable to the Community and the Owners that are established from time to time by the Board.

1.22 "Construction Work" shall mean any installation, construction, restoration, replacement, alteration, addition, or demolition of Improvements on a Parcel.

1.23 "Developer" shall mean LALP Development, LLC, a Florida limited liability company, any successor or legal representative of LALP Development, LLC, or any Person to whom all rights of LALP Development, LLC, under this Declaration are hereafter assigned pursuant to a written instrument duly recorded in the Public Records.

1.24 "District" shall mean Toscana Isles Community Development District, which is a special district established pursuant to Chapter 190, Florida Statutes, and governed by a board of supervisors.

1.25 "District Operational Expenses" shall have the meaning set forth in Article 3.3.

1.26 "District Property" shall mean property, Improvements, and facilities owned, operated, managed, or maintained by the District.

1.27 "Final Development Date" shall mean the earlier of the following dates: (a) the date on which Developer records a notice in the Public Records that development of the Community has been completed; or (b) January 1, 2040.

1.28 "Fine" shall have the meaning set forth in Article 22.3.

1.29 "Improvements" shall mean all buildings, driveways, parking areas, walks, walls, fences, signs, structures, docks, erosion control barriers, utility installations, site paving, grading, screen enclosures, pools, tennis courts, game structures, mailboxes, flag poles, mechanical equipment, solar energy devices, antennae, satellite dishes, wells and pump systems, water and sewer lines, irrigation systems, lawns, landscaping, landscape devices and objects, exterior sculptures and fountains, lampposts, lighting, drains, and other improvements of any kind constituting real property or fixtures, together with any subsequent alterations, additions, or replacements.

1.30 "Individual Assessment" shall mean an Assessment levied by the Board against a Parcel in accordance with the provisions of Article 10.4 for the payment of Individual Expenses attributable to such Parcel.

1.31 "Individual Expenses" shall have the meaning set forth in Article 9.5.

1.32 "Institutional Mortgagee" shall mean a savings and loan association, bank, credit union, mortgage banker, mortgage broker, insurance company, pension fund having assets in excess of \$25 million, agency of any state government, or agency of the United States Government (including the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation), and its subsidiaries, affiliates, successors, and assigns, holding a first mortgage lien upon any Parcel.

1.33 "Lot Landscaping Expenses" shall have the meaning set forth in Article 9.4.A.

1.34 "Maintenance Association" shall mean Toscana Isles Community Association, Inc., a Florida corporation not for profit.

1.35 "Maintenance Covenants" shall mean the "Declaration of Maintenance Covenants for Toscana Isles" recorded in the Public Records as Official Records Instrument #2012133871.

1.36 "Noncompliance Fee" shall have the meaning set forth in Article 7.2.

1.37 "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to a Parcel.

1.38 "Parcel" shall mean any parcel of real property (including all appurtenances thereto) that is located within the Community, that is not part of the Common Areas or District Property, and that is (a) a platted subdivision lot or tract; (b) a condominium unit; or (c) an unplatted tract of land.

1.39 "Parcel Improvements" shall mean all Improvements located on a Parcel.

1.40 "Person" shall mean a natural person, corporation, partnership, trustee, or other legal entity.

1.41 "Plans" shall have the meaning set forth in Article 13.1.

1.42 "Property" shall have the meaning set forth in Recital A.

1.43 "Public Records" shall mean the Public Records of Sarasota County, Florida.

1.44 "Restricted Vehicle" shall mean any truck weighing over one ton; mobile home, motor home, camper, or other vehicle designed to provide temporary living quarters and having facilities for sleeping, galley, and head; trailer; boat; watercraft; aircraft; racing car; bus; motorcycle; commercial vehicle; or any vehicle not in operable condition. As used herein, "commercial vehicle" shall include without limitation any automobile bearing signage identifying a business name.

1.45 "Rules and Regulations" shall mean the rules and regulations of the Association adopted by the Board from time to time pursuant to the Bylaws.

1.46 "Special Assessment" shall mean an Assessment levied by the Board against a Parcel in accordance with the provisions of Article 10 as a supplement to an Annual Assessment for the payment of a portion of the Common Expenses.

1.47 "Supplemental Expenses" shall mean those expenses described in Article 9.4.

1.48 "Surfacewater Management System Facilities" shall mean all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas, erosion control barriers, and other drainage control devices and apparatus used in connection with the retention, drainage, and control of surface waters within the Community.

1.49 "SWFWMD" shall mean the Southwest Florida Water Management District.

1.50 "SWFWMD Permit" shall mean Southwest Florida Water Management District Permit No. 43012290.008, dated October 25, 2011, as amended by Permit No. 43012290.009, dated February 16, 2012, as amended by Permit No. 43012290.010, dated September 10, 2013, as amended by Permit No. 43012290.011, dated June 5, 2014, as amended by Permit No. 43012290.012, dated April 17, 2015, issued for the Community by the Southwest Florida Water Management District, as may be amended.

1.51 "Telecommunications Services Expenses" shall have the meaning set forth in Article 9.4.B.

1.52 "Telecommunications Services" shall mean television, telephone, internet, and security services and other services involving the electronic transmission of audio, video, or other data (including services based on, containing, or serving future technological advances), or any of them.

1.53 "Turnover" shall mean the date on which the "Turnover Meeting" described in Article 6.2 of the Articles of Incorporation occurs.

1.54 "Unimproved Parcel" shall mean a Parcel on which no bona fide construction of Improvements has commenced.

1.55 "Unit 1" shall mean the real property described in Recital A.

1.56 "Unit 1 Plat" shall mean the plat of Unit 1 recorded in Plat Book 49, page 32-34 Public Records of Sarasota County, Florida, and any plat subsequently recorded in the Public Records with respect to other property which is made subject to this Declaration.

1.57 "Water and Sewer System Facilities" shall mean all lines, pipes, mains, lift stations, equipment, apparatus, structures, and facilities comprising the water distribution system and wastewater collection system described in Article 4.5.

ARTICLE 2 **THE COMMUNITY**

2.1 Description. Developer intends to develop the Community for residential, recreational, and other uses and purposes. In keeping with such intent, the Community may contain, by way of illustration and not as a limitation, single-family lots; attached or detached single-family housing (including zero-lot-line homes, duplexes, cluster homes, villas, and townhouses); multi-family housing (some or all of which may be in the form of condominiums, if approved by Developer pursuant to Article 2.6); open spaces and parks; recreational facilities and clubhouses; commercial buildings and offices; and sites for utilities and other public purposes. The manner in which, and the extent to which, portions of the properties may be made a part of the Community shall be governed by the provisions of Articles 2.2 – 2.4. The Community will include Common Areas, which will be managed and maintained by the Association pursuant to Article 6. Each Owner will be a member of the Association pursuant to Article 5. Each Parcel will be subject to Assessments by the Association pursuant to Article 10.

2.2 Property Comprising the Community. The Community initially shall be comprised of Unit 1, which is hereby made, and henceforth shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

2.3 Expansion of the Community. Developer reserves the right, in its sole discretion, to change the boundaries of the Community to add additional lots, subdivisions, or other lands within or adjacent to the Community, including replatting any land within the Community to add additional Parcels, Common Areas, or District Property. Developer intends, but shall have no obligation, to replat portions of Tracts 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, and 114 as depicted on the Unit 1 Plat, to add additional Parcels, Common Areas, and District Property. Any such change or replat shall be made by an amendment to this Declaration, which amendment shall be executed by Developer and the owner of the additional property that is added and recorded in the Public Records. If the Community is expanded to include additional property, all the provisions of this Declaration shall apply to such additional property to the same extent as they apply to Unit 1, and the Owners of Parcels within such additional property shall have the same rights and obligations under this Declaration as the Owners of Parcels in Unit 1. Expansion of the Community may include the designation of additional lands as Common Areas or District Property.

2.4 Withdrawal of Property from the Community. Developer reserves the right, in its sole discretion from time to time, to withdraw any property from the Community at any time prior to the Turnover by the execution and recording in the Public Records of an amendment to this Declaration providing for the removal of such property from the provisions of this Declaration. Such amendment shall not require the consent of any Person other than Developer and the owner of the property being removed.

2.5 Maintenance Covenants. The Community is subject to the provisions of the Maintenance Covenants. All Owners shall automatically be members of the Maintenance Association as set forth in the Maintenance Covenants. The Maintenance Association, through its board, shall have the power and duty to levy assessments and to enforce collection thereof in the manner provided in the Maintenance Covenants.

2.6 Condominiums. No portion of the Community may be submitted to condominium ownership without the consent of Developer, which consent shall be evidenced by an instrument executed and recorded in the Public Records by Developer. Any declaration purporting to submit any portion of the Community to condominium ownership without such consent of Developer will be voidable at the election of Developer.

ARTICLE 3

THE DISTRICT

3.1 Purposes. The Community is situated within the boundaries of the District. The District is a governmental body whose powers and duties are prescribed by Chapter 190, Florida Statutes, and its enabling ordinance. The District will own, construct, operate, manage, maintain, repair, and replace certain property, Improvements, and facilities within and adjacent to the Community, including the property, Improvements, and facilities described in Article 4.

3.2 Bonds. The District has issued and may issue additional bonds to finance the acquisition and construction of the District Property and will levy benefit special assessments against the Parcels and other property within the District for the repayment of the bond indebtedness and related expenses pursuant to Section 190.021, Florida Statutes. The benefit special assessments will be payable in annual installments, will constitute a lien on the Parcels and other property subject to the assessments, and will be collected and enforced by the Sarasota County Tax Collector in the same manner and at the same time as county taxes and by direct billings to the Owners. The benefit special assessments are in addition to taxes and assessments levied by other governmental bodies.

3.3 District Operational Expenses. All costs incurred by the District for the operation, preservation, maintenance, repair, and replacement of the District Property shall constitute "District Operational Expenses." The District Operational Expenses are distinct from, and are not a part of, the Association Expenses.

3.4 Maintenance Assessments. To fund the District Operational Expenses, the District will levy annual maintenance special assessments against the Parcels and other property within the District pursuant to Section 190.021, Florida Statutes. The annual maintenance special assessments will be based upon the District's approved budget for the District Operational Expenses for the year, will constitute a lien on the Parcels and other property subject to the assessments, and will be collected and enforced by the Sarasota County Tax Collector in the same manner and at the same time as county taxes. The annual maintenance special assessments are in addition to taxes and assessments levied by other governmental bodies.

ARTICLE 4

DISTRICT PROPERTY

4.1 General. The District Property is distinct from, and is not a part of, the Common Areas. The District Property shall specifically include: (a) Tracts 150, 160, 161, and 170, all as shown on the Unit 1 Plat; (b) all Improvements to such Tracts, other than equipment, lines, and facilities owned by utilities; components of the Central Irrigation System; and other Improvements owned by Developer, the Maintenance Association, the Association, or third parties that are located within such Tracts pursuant to easement rights; (c) the Water and Sewer System Facilities; and (d) the Surfacewater Management System Facilities.

4.2 Tract 150. District will construct paved roadways within Tract 150 to provide access for Developer, the District, the Association, and the Owners to the Parcels and other property within the Community. These roadways constitute the Community Roads. District will also construct a gatehouse within Tract 150 at the main entrance to the Community and such other Improvements as may be required by the City of Venice or Sarasota County. District, Developer, or the Association may additionally install such gates, signs, walls, lighting, medians, sidewalks, landscaping, irrigation, bridges, fountains, and related equipment and facilities as District, Developer, or the Association may deem appropriate for the roadway character of this Tract. The right of District, Developer, and the Association to install such additional items shall not be construed as an obligation to do so.

4.3 Tract 170. As reflected on the Unit 1 Plat, Tract 170 contains a landscape easement. The District may construct a perimeter wall or fence within this Tract. In addition, District, Developer, or the Association may install such plants, landscaping, and Improvements as District, Developer, or the

Association may deem appropriate for the open space character of this Tract. The right of District, Developer, and the Association to install such plants, landscaping, and Improvements shall not be construed as an obligation to do so, and except as may be required by the City of Venice or Sarasota County, this Tract may, in the discretion of District, Developer, and the Association, be left in an unimproved state.

4.4 Stormwater Areas. Tracts 160 and 161 are comprised of stormwater retention and open space areas. The District will construct within these Tracts stormwater retention ponds, together with outfall structures and related stormwater drainage and retention control devices and apparatus, as part of the Surfacewater Management System Facilities. The District, Developer, or the Association may install such plants, landscaping, and Improvements as the District, Developer, or the Association may deem appropriate for the open space and retention pond character of these Tracts. The right of the District, Developer, and the Association to install such plants, landscaping, and Improvements shall not be construed as an obligation to do so, and, except for such Surfacewater Management System Facilities as may be required by City of Venice, Sarasota County, or SWFWMD, these Tracts may, in the discretion of the District, Developer and the Association, be left in an unimproved state.

4.5 Water and Sewer System Facilities. The District will install within the Community a central water distribution system to supply potable water to the Owners. The District will also install within the Community a central wastewater collection system to serve the Owners. The water distribution system and the wastewater collection system will be owned, operated, and managed by the District. The water distribution system will be connected to City of Venice's central water supply lines. The wastewater collection system will be connected to City of Venice's or Sarasota County's central sewer lines. Each Owner shall install on his Parcel an individual meter to measure the quantity of water supplied by City of Venice to the Parcel, and all charges for City of Venice water and City of Venice or Sarasota County sewer service to the Parcel will be paid by the Owner directly to City of Venice and Sarasota County, if applicable. A right of entry upon all property within the Community is hereby granted to City of Venice utility personnel for the purpose of reading the water meters.

4.6 Transfer of Ownership of District Property. Title to any portion of the District Property owned by Developer may be transferred to the District at any time, provided that title to all portions of the District Property owned by Developer shall be transferred to the District when required by law. The transfer of title to any portion of the District Property to the District shall be subject to: (a) all rights of Developer and other Persons set forth in this Declaration; and (b) any restrictions, easements, or limitations contained in the instrument conveying such portion to the District.

ARTICLE 5

THE ASSOCIATION

5.1 Purposes. The general purposes of the Association are to operate, maintain, manage, and improve the Common Areas; to implement and enforce the provisions of this Declaration wherever applicable and appropriate; and to promote the health, safety, and social welfare of the Owners. In the furtherance of such purposes, the Association, through the Board, shall have the power and duty to levy Assessments and to enforce collection thereof in the manner provided in Articles 10 and 11. The Association shall also have such powers and duties as may be prescribed by its Articles of Incorporation and Bylaws. The Association shall not interfere, or take actions inconsistent, with the actions of the District in the exercise or performance of its authorized powers and duties, as such powers and duties may from time to time exist.

5.2 Membership. Each Owner shall automatically be a member of the Association. Membership of an Owner shall terminate as the Owner's vested interest in the fee title to a Parcel terminates and thereafter shall pass to such Owner's successors in title as an appurtenance to such Parcel; provided, however, that the foregoing provisions shall not be construed as completely terminating the membership of any member who may own two or more Parcels as long as at least one Parcel is owned by such member. The Association has two classes of members. The Class A members consist of all Owners. The Class B

member is Developer. A Person may, by virtue of such Person's ownership of various Parcels, be a member of more than one class of Association membership.

5.3 Voting. The voting rights of the members of the Association are as follows:

A. The number of votes to which each Class A member is entitled shall be the same as the number of Assessment Shares allocated to Parcels owned by such Class A member pursuant to Article 10.5.

B. The Class B member shall not have voting rights by virtue of the Class B membership, but shall have other rights as are set forth in this Declaration and the Articles of Incorporation and Bylaws.

Although the Class B member has limited voting rights, it shall be entitled to notice of, and may participate in, all meetings of Association members.

5.4 Fees. In addition to Assessments, Fines, fees, and charges payable to the Association pursuant to the provisions of this Declaration, the Articles of Incorporation, or the Bylaws, the Board may, in its sole discretion, adopt one or more schedules of reasonable fees that shall be payable by an Owner to the Association in connection with: (a) the review by the Association of matters submitted by or on behalf of an Owner to the Association for approval; (b) the performance by the Association of obligations or services benefiting an Owner; or (c) the provision, transfer, rental, or sale by the Association to an Owner of items of real or personal property. The amount of such fees, and the circumstances in which such fees shall be payable, shall be as determined by the Board.

ARTICLE 6
COMMON AREAS

6.1 General. The Common Areas are intended for the common use, enjoyment, and benefit of Developer and the Owners. By way of illustration, and not as a limitation, the Common Areas may include walkways, boardwalks, and bicycle paths; gatehouses; offices and buildings for administrative and maintenance purposes; swimming pools, clubhouses, and recreational amenities; parking areas; open space areas; and other areas and facilities intended for the use and benefit of Developer and all Owners. The Common Areas shall specifically include: (a) Tract 100 of the Unit 1 Plat; (b) Tracts 180 and 181 of the Unit 1 Plat (b) all Improvements to Tract 100, 180, and 181, other than equipment, lines, and facilities owned by the District or utilities; and other Improvements owned by Developer, the District, or third parties that are located within such Tracts pursuant to easement rights; and (c) the Central Irrigation System.

6.2 Tract 100. Tract 100 is comprised of a clubhouse and recreation area, and stormwater management area and is hereby set aside by Developer for the use, enjoyment, and benefit of the Owners and the use, enjoyment, and benefit of Developer until the Final Development Date. Developer or Developer's assignee may install on Tract 100 a clubhouse, parking lot, swimming pool, and any other recreational facilities of a type and in a location determined by Developer in its sole discretion. Provided all necessary governmental approvals are obtained, Developer will construct a community dock on Tract 100 for the exclusive use of the Owners. All governmental approvals for construction of the community dock have not yet been obtained, and Developer does not guarantee that all requisite approvals will be obtained. If the community dock is constructed, the Owners will be entitled to the use of the community dock, subject to the following: (a) the community dock will be used solely for the launching of a boat into the lake; (b) only boats owned individually by the Owner may be launched or recovered, it being the intention hereof to specifically prohibit the launching or recovery of boats owned by, or rented from, any other Person; (c) boat rentals, the mooring or launching of personal water craft, live aboards, boat maintenance, and repair activities shall be prohibited at the community dock; and (d) no maintenance or repair of any boat moored at the community dock or elsewhere situated on Tract 100 is permitted. Developer, Developer's assignee, or the Association may install or place on Tract 100 such additional plants, landscaping, irrigation, pathways, Improvements, benches, furniture, personal property, and facilities as Developer or the Association may deem appropriate for the recreational and open space character of the site. The right to

install or place such plants, landscaping, irrigation, pathways, Improvements, benches, furniture, personal property, and facilities on Tract 100 shall not be construed as an obligation to do so. All furniture and personal property installed or placed on Tract 100 shall be owned by the Association, and Developer hereby designates such furniture and personal property as part of the Common Areas.

6.3 Tracts 180 and 181. Tracts 180 and 181 are comprised of stormwater retention and open space areas. The District will construct within a portion of these Tracts stormwater retention pond and erosion control barriers, together with outfall structures and related stormwater drainage and retention control devices and apparatus, as part of the Surfacewater Management System Facilities. The District, Developer, the Association, or the Maintenance Association may install such plants, landscaping, and Improvements as the District, Developer, the Association, or the Maintenance Association may deem appropriate for the open space and retention pond character of these Tracts. The right of the District, Developer, the Association, and the Maintenance Association to install such plants, landscaping, and Improvements shall not be construed as an obligation to do so, and, except for such Surfacewater Management System Facilities as may be required by City of Venice, Sarasota County, SWFWMD, or Army Corps, these Tracts may, in the discretion of the District, Developer, the Association, and the Maintenance Association be left in an unimproved state. Developer, or its assigns, may apply to applicable governmental agencies for construction of private docks within these Tracts, which private dock will be for the exclusive use of the Owner of the Parcel adjacent to the private dock constructed within the Tract. The area of these Tracts between the rear of the lot lines and the erosion control barrier will be for the exclusive use of the Owner of the Parcel adjacent to the Tracts, and with the exception of the District, Developer, the Association, or the Maintenance Association, no other Person may use these portions of the Tracts. To promote architectural and aesthetic quality in the construction of the private docks and to ensure appropriate locations of the private docks, all Plans for a proposed private dock must be submitted to the Architectural Committee for evaluation and approval pursuant to Article 13 prior to commencement of construction. Such Architectural Committee approval will be required in addition to requisite governmental approvals.

6.4 Use of Common Areas. Every Owner shall have the nonexclusive right to use and enjoy the Common Areas, subject to this Declaration, the Rules and Regulations, the Community Standards, governmental regulations, any agreement entered into by the Association, any easement granted over, across, under, or through any portion of the Common Areas, and any restrictions or limitations contained in any instrument conveying any portions of the Common Areas to the Association. An Owner may delegate such right to the members of his family, lessees, and social invitees, as applicable. An Owner who leases his Parcel shall be deemed to have delegated such right to the lessee of the Parcel during the term of the lease. No Person shall, without the written approval of Developer, do any of the following on any part of the Common Areas: permit the running of animals; light any fires except in designated picnic areas; fell any trees or injure any landscaping; hunt or carry or discharge firearms or other weapons; interfere with any drainage, utility, or access easements; or construct any Improvements. The designation of areas in which certain of the foregoing activities may occur shall be made, if at all, by the Association, in its discretion, provided that any such designation may be subsequently revoked or changed by the Association or Developer. The Association and Developer shall have the right to use suitable portions (if any) of the Common Areas for performances, exhibitions, and other presentations of interest to the Owners and others and to charge admission therefor.

6.5 Use of Community Roads. Use of the Community Roads shall be subject to the following provisions:

A. A nonexclusive and perpetual right of ingress and egress over and across all Community Roads (and across all sidewalks, walkways, and paths within or adjacent thereto) is hereby granted to Developer, to the District, and to all Owners and their respective guests, invitees, and tenants; holders of liens on any Parcel; and the following Persons while in pursuit of their duties: (i) representatives of utilities, delivery, pickup, and sanitation services; (ii) United States mail carriers; (iii) representatives of fire, police, and sheriff's departments and other necessary municipal, county, special district, state, and Federal agencies; and (iv) health, pollution control, and emergency service personnel.

B. Developer shall have the right, but not the obligation, to control and regulate all types of traffic on the Community Roads, including the right to control vehicular access to the Community Roads; the right to prohibit their use by traffic which, in the opinion of Developer, could result in damage to the Community Roads or any part thereof; and the right to control, authorize, and prohibit parking on all or any part of the Community Roads. Developer reserves the right to utilize the Community Roads for the transportation of equipment, machines, vehicles, supplies, materials, and Persons engaged in, or needed for, the construction or development of any portion of the Community. Developer further reserves the right to deny access to the Community Roads to any Person other than those Persons referred to in Article 6.4.A and the right to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any Parcel if its location will, in the sole opinion of Developer, unreasonably obstruct the vision of a motorist upon the Community Roads.

C. In the event and to the extent that any portion of the Community Roads shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the provisions of Article 6.4.B shall no longer apply to such portion.

6.6 Transfer of Ownership of Common Areas. Title to any portion of the Common Areas owned by Developer may be transferred to the Association at any time, provided that title to all portions of the Common Areas owned by Developer shall be transferred to the Association no later than the Final Development Date. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (a) all rights of Developer and other Persons set forth in this Declaration, and (b) any restrictions or limitations contained in the instrument conveying such portion to the Association.

6.7 Dedication to Public. Until such time as title is conveyed to the Association, Developer shall have the sole and absolute right at any time, without necessity of approval of the Association, but with the approval of the City of Venice or Sarasota County, to dedicate to the public all or any part of the Common Areas as deemed appropriate by Developer.

ARTICLE 7

PARCEL DEVELOPMENT

7.1 Architectural Control. To promote architectural and aesthetic quality in the construction of Improvements in the Community, all Plans shall be submitted to the Architectural Committee for evaluation and approval pursuant to Article 13 prior to commencement of construction.

7.2 Approved Builders. In keeping with Developer's intent to establish and maintain within the Community a neighborhood of quality homes and aesthetically pleasing design, the first dwelling to be constructed on each Parcel shall be constructed by a builder approved by Developer (an "Approved Builder"). No Owner shall permit any Person other than an Approved Builder to construct the first dwelling on his Parcel. Developer shall establish and thereafter maintain a list of Approved Builders from which an Owner may choose. The list of Approved Builders may change from time to time in Developer's sole discretion and may, if Developer so elects, consist of a single Approved Builder. Each Approved Builder will enter into a separate agreement with Developer or an affiliate of Developer, which agreement may require the Approved Builder to pay a fee to Developer or the affiliate in connection with the construction of a dwelling within the Community. The designation of a builder as an Approved Builder (including the number of builders so designated) shall not create any liability on the part of Developer, and no Person shall have any claim against Developer because of such designation. Developer shall not be liable in damages to any Person by reason of mistake in judgment, negligence, or nonfeasance in conjunction with such designation. Developer does not guarantee any aspect of the Approved Builders, including but not limited to contractual or other obligations, financial capacity, quality of construction, reliability of warranty programs, or timely completion of Improvements. Each Owner agrees, by acquiring title to a Parcel or an interest therein, that he will not bring an action or suit against Developer to recover damages in connection with matters to which this Article 7.2 pertains. In the event an Owner fails to comply with the foregoing provisions of this Article 7.2, Developer shall be entitled to either of the following remedies: (a) charge the Owner a noncompliance fee in an amount equal to 10 percent of the total purchase price of the Parcel (the "Noncompliance Fee"); or (b) repurchase the Parcel from the Owner for a price equal to 90 percent of the

total purchase price of the Parcel, plus 90 percent of the cost of any permanent improvements constructed by the Owner on the Parcel, with such 10 percent reduction being retained by Developer as liquidated damages. If Developer elects to charge the Noncompliance Fee, the Noncompliance Fee shall be due and payable by the Owner to Developer within 30 days after delivery by Developer of notice to the Owner stating that the Noncompliance Fee is payable on account of the Owner's failure to comply with the requirements of this Article 7.2. If the Noncompliance Fee is not paid when due, then interest shall accrue on the Noncompliance Fee from the due date until paid at the maximum rate permitted by law. Developer may bring suit against the Owner on the Owner's personal obligation to recover the amount of the Noncompliance Fee, together with interest and costs incurred by Developer, including Attorney's Fees, in preparation for and in bringing such suit. The Noncompliance Fee shall be secured by a lien in favor of Developer against the Parcel in accordance with the provisions of this Article 7.2. The lien shall secure not only the amount of the Noncompliance Fee, but also all interest and costs. If Developer elects to repurchase the Parcel from the Owner, the terms of such repurchase shall be as follows:

A. Developer shall exercise its option to repurchase the Parcel by sending written notice to the Owner via certified mail or private delivery service.

B. The closing on the repurchase of the Parcel by Developer shall occur on a date established by Developer, but in no event less than 10 days or more than 60 days after the date on which Developer provides written notice to the Owner as set forth in Article 7.2.A.

C. The Owner shall pay all costs of closing on the repurchase of the Parcel by Developer, including, without limitation, documentary tax on the deed, recording of the deed, and title insurance. Property taxes and assessments shall be prorated as of the closing date. The Owner shall at closing convey fee simple title to Developer by general warranty deed, free and clear of all liens, encumbrances, and adverse claims.

D. The Owner shall at closing execute a construction lien affidavit certifying that all contractors, laborers, materialmen, suppliers, and subcontractors have been paid in full.

Developer reserves the right, in its sole discretion, to record a memorandum in the Public Records evidencing Developer's repurchase right as set forth in this Article 7.2.

7.3 Commencement of Construction. Unless otherwise approved in writing by Developer, construction of a dwelling on a Parcel by an Approved Builder shall be commenced within two years after closing of the Owner's purchase of the Parcel, shall be diligently pursued without any lapse in construction activities for more than 60 days, and shall be completed within one year (subject, however, to delays caused by governmental actions, weather conditions, or other circumstances beyond the Owner's control) after construction commences. In the event construction of a dwelling on a Parcel is not commenced within such time period and completed within one year following the commencement of construction, Developer shall be entitled to either of the following remedies: (a) charge the Owner a Noncompliance Fee in the same amount as set forth in Article 7.2, or (b) repurchase the Parcel from the Owner for the same price and on the same terms as set forth in Article 7.2. Developer reserves the right, in its sole discretion, to record a memorandum in the Public Records evidencing Developer's repurchase right as set forth in this Article 7.3.

7.4 Required Installations in Unit 1. The Plans submitted to the Architectural Committee for the construction of the first dwelling on each Parcel in Unit 1 shall provide for the following installations, which installations shall be constructed with the dwelling at the Owner's expense and thereafter shall be maintained pursuant to Article 8:

A. **Lot Irrigation System.** A lawn and landscaping irrigation system for each Parcel shall be installed in accordance with Article 12.9. The irrigation system shall be connected to the Central Irrigation System, and the Owner of each Parcel shall pay to Developer upon the first conveyance of the Parcel from Developer, a one-time connection fee of \$800 (the "Connection Fee"). Developer reserves the right, at its election, to forego collection of the Connection Fee upon the conveyance of any Parcel, and demand subsequent payment upon a subsequent conveyance of the Parcel or completed home. All

Owners are advised to confirm payment of the Connection Fee has been made to Developer before purchasing a Parcel. Developer may bring suit against the Owner and the Owner's personal obligation to recover the amount of the Connection Fee, together with interest and all costs incurred by Developer, including Attorney's Fees, in preparation for and in bringing such suit. The Connection Fee, together with interest, costs of collection and reasonable Attorney's Fees will be secured by a lien in favor of Developer against the Parcel. The lien of the Connection Fee against the Parcel shall attach and become a charge on the Parcel and all Parcel Improvements upon the recording of this Declaration. Water for the irrigation system shall be supplied by the Owner from such Central Irrigation System.

B. Mailbox. A mailbox for each Parcel shall be installed in accordance with Article 12.14.

C. Sidewalk. With respect to each Parcel, a five-foot-wide sidewalk shall be installed along one or more Parcel lines in the area between such Parcel lines and the paved surface of the road adjacent thereto. The sidewalk shall be constructed of concrete on an appropriate base in accordance with the requirements of the City of Venice. The sidewalk shall be located in accordance with the development plans for the Community approved by the City of Venice, so that the sidewalks on the respective Parcels will be connected in a continuous, uniform manner. Each Owner shall complete installation of the sidewalk required for his Parcel by the earlier of: (a) the issuance by the City of Venice or Sarasota County of a certificate of occupancy for a dwelling on the Parcel, or (b) three years after the date of recording in the Public Records of the Unit 1 Plat.

ARTICLE 8 **MAINTENANCE**

8.1 General. The responsibility for maintenance of the Community shall be apportioned among the District, the Association, and the Owners in the manner set forth in this Article 8.

8.2 Maintenance by the District. Except as otherwise provided in Article 8.3, the District shall maintain, or engage the Association or the Maintenance Association to maintain, in good condition and repair all portions of the District Property, which shall include, by way of illustration and not as a limitation, maintenance of the following: the Tracts and all Improvements that are part of the District Property; the Water and Sewer System Facilities; all Community Roads; and the gatehouse and gates located on Tract 150.

8.3 Maintenance by the Association. Except as otherwise provided in Articles 8.4 and 8.5, the Association shall maintain in good condition and repair all portions of the Common Areas, which shall include, by way of illustration and not as a limitation, maintenance of the following: all landscaping and Improvements that are part of the Common Areas; the Central Irrigation System; and all parking and recreational facilities located on Tract 100. In the event that the Association fails to maintain the Common Areas in good condition and repair, Developer shall have the right, but not the obligation, to maintain the Common Areas and charge the Association for such maintenance. In addition to the foregoing maintenance obligations, the Association shall comply with the following provisions with respect to maintenance:

A. Landscaping on Parcels. The Association shall maintain the lawn, landscaping, and irrigation system on each Parcel ("Parcel Maintenance Services"), including replacement of mulch in the landscaping areas, as deemed necessary in the Association's discretion. Different lot types, or other factors, may dictate the type, level, and costs of Parcel Maintenance Services provided, all as determined by the Association in the Association's sole discretion.

B. Sod Abutting Ponds. The Association shall maintain, in the same manner as set forth in Article 8.3.A, all sod lying between the boundary line of any Parcel and an adjacent stormwater retention lake or pond.

C. Unimproved Parcels. To insure that Unimproved Parcels do not become overgrown with weeds or other vegetation, the Association shall have the right, but not the obligation, to mow or cause such Parcels to be mowed or otherwise maintained. If the Association exercises its right to mow or otherwise maintain an Unimproved Parcel, agents and employees of the Association, together with such other Persons as may be authorized by the Board, shall have the right to enter upon such Parcel to perform such activities, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in mowing or otherwise maintaining an Unimproved Parcel, together with the Administrative Fee, shall be included in the Individual Expenses pursuant to Article 9.5 and shall be assessed against such Parcel as an Individual Assessment in accordance with Article 10.4.

8.4 Maintenance by All Owners of Parcels. Each Owner shall safeguard his Parcel Improvements in the event of hurricane or tropical storm watches and warnings by, among other things, placing indoors any unfixed items on lawns, balconies, porches, or lanais. Each Owner shall maintain in good condition and repair his mailbox, whether located on his Parcel or within the right-of-way of the adjoining Community Road. Each Owner shall maintain in good condition and repair that portion of his driveway located within the right-of-way of the adjoining Community Road. Each Owner of an Unimproved Parcel shall keep his Parcel free of trash, junk, litter, and debris and, to the extent the Association's maintenance of the Parcel pursuant to Article 8.3 does not include maintenance of vegetation on the Parcel, shall maintain such vegetation in a neat and trim manner. All maintenance required by this Article 8.4 shall be performed in a manner consistent with the Community Standards and all applicable restrictions.

8.5 Failure to Perform Maintenance. If an Owner fails to perform his maintenance responsibilities, the Association shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the Association has first, in any situation not involving an emergency, by written notice to the Owner, afforded the Owner a period of 30 days within which to correct the failure. If the Association exercises its right to perform an Owner's maintenance responsibilities, agents and employees of the Association, together with such other Persons as may be authorized by the Board, shall have the right to enter upon the Owner's Parcel to perform such maintenance, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in performing an Owner's maintenance responsibilities, together with the Administrative Fee, shall be included in the Individual Expenses pursuant to Article 9.5 and shall be assessed against the Owner's Parcel as an Individual Assessment in accordance with Article 10.4.

8.6 Administrative Fee. If any Owner fails to perform his maintenance or installation responsibilities hereunder and the Association thereafter performs such responsibilities, then in addition to any other rights which the Association may have with respect to such failure, the Association shall be entitled to charge a reasonable administrative fee for its rendition of services necessary to cure such failure (the "Administrative Fee"). Unless a lower amount is established by the Board, the amount of the Administrative Fee shall equal 10 percent of the cost to the Association for curing such failure.

ARTICLE 9

ASSOCIATION EXPENSES

9.1 Classification of Expenses. The Association Expenses are classified as follows: (a) Common Expenses, which are defined in Article 9.2; and (b) Individual Expenses, which are defined in Article 9.5.

9.2 Common Expenses. Except for expenses that are classified as Individual Expenses under Article 9.5, all expenses incurred by the Association pursuant to the provisions of this Declaration in connection with the management, maintenance, and administration of the Community and the operation, maintenance, improvement, protection, management, and conservation of the Common Areas shall constitute "Common Expenses" of the Association. Funds for the payment of the Common Expenses shall be collected by the Association through Assessments against the Parcels in accordance with the provisions of Article 10. The Common Expenses shall be comprised of two categories, namely: (a) Base Expenses and (b) Supplemental Expenses.

9.3 Base Expenses. The Base Expenses shall include the following:

- A. Costs of operation, maintenance, repair, and replacement of the Common Areas.
- B. Costs of management of the Community and administrative costs of the Association, including salaries, wages, and benefits paid to employees of the Association; and compensation to any manager or management company providing management services to the Association pursuant to a written agreement between the Association and the manager or management company.
- C. Costs of electricity and other utilities furnished to the Common Areas.
- D. Costs of performing the Association's obligations under Article 8.3, except for those costs described in Article 8.3.C.
- E. All expenses required for the operation, management, repair, maintenance, improvement, and replacement of the Community Roads.
- F. Costs of electricity and water for irrigation of the Common Areas.
- G. Costs of labor, material, and supplies used in conjunction with the performance of the Association's obligations under this Declaration.
- H. All taxes assessed against the Common Areas.
- I. Premium costs of all insurance procured by the Association pursuant to Articles 15.1, 15.2, and 15.4.
- J. Engineering, architectural, accounting, legal, and other professional and employee services engaged by the Board in connection with the Common Areas or the Community as a whole.
- K. Compensation of officers and directors and reimbursement of actual expenses incurred by officers and directors, if authorized by the Board.
- L. Repayments of loans procured by the Association for any of its authorized purposes in connection with the Common Areas or the Community as a whole, including interest thereon.
- M. Costs incurred by the Association, upon approval by the Board, for the installation of Improvements to the Common Areas or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Owners; provided, however, that if the cost of any of such items is more than 15 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by the affirmative vote of the Class A members holding a majority of the Class A membership voting rights.
- N. A reasonable contingency fund in such amount, if any, as the Board may deem appropriate.
- O. A reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements in such amount, if any, as the Board may deem appropriate.
- P. All expenses incurred by the Association that are neither Supplemental Expenses nor Individual Expenses.
- Q. Any action, service, or matter, the costs of which are specifically included in the Common Expenses by the terms of this Declaration.

R. All other expenses relating to the Common Areas or the Community as a whole deemed necessary or desirable by the Board for accomplishing the purposes, objectives, or responsibilities of the Association with respect to the Community.

9.4 Supplemental Expenses. The Supplemental Expenses shall be comprised of three categories, namely: Lot Landscaping Expenses, Telecommunications Services Expenses, and Central Irrigation System Expenses.

A. Lot Landscaping Expenses. The Lot Landscaping Expenses shall consist of the Association's cost of performing its maintenance obligations under Article 8.3.A. Lot Landscaping Expenses may be categorized in accordance with the provisions of Article 8.3.A, based on the type of lot, services provided, and other factors, all as determined by the Board.

B. Telecommunications Services Expenses. Provided the Association enters into an agreement for the provision of Telecommunications Services to the Parcels pursuant to Article 17.1, the Telecommunications Services Expenses shall consist of the costs incurred by the Association under each such agreement.

C. Central Irrigation System Expenses. The Central Irrigation System Expenses shall consist of the costs of supplying water to the Owners' respective Parcel irrigation systems for irrigation purposes in accordance with the provisions of Article 17.2.

9.5 Individual Expenses. "Individual Expenses" shall mean all expenses (together with any applicable Administrative Fee and Attorney's Fees) incurred by the Association with respect to a Parcel pursuant to the provisions of this Declaration in connection with any of the following:

A. The periodic mowing of the Parcel, if the Parcel is an Unimproved Parcel, pursuant to Article 8.3.C.

B. The performance by the Association of any of the maintenance responsibilities of the Owner of the Parcel pursuant to Article 8.5.

C. The enforcement by the Association against the Parcel or its Owner of any of the restrictions or other provisions of this Declaration applicable to such Parcel pursuant to Article 22.2, except for judicial actions in which the Parcel's Owner is the prevailing party.

D. The performance by the Association of any of its maintenance responsibilities pertaining to the Community if, in the judgment of the Board, such performance was necessitated by the carelessness, negligence, or intentional act of the Parcel's Owner or the Owner's family, guests, tenants, or invitees.

E. Any Fine assessed against a Parcel's Owner pursuant to Article 22.3

F. Any other action, service, or matter, the costs of which are specifically included in the Individual Expenses by the terms of this Declaration.

9.6 Approval for Expenses. The Association shall not incur, and the Association Expenses shall not include, any expense for the services of any architect, engineer, contractor, or other consultant engaged by the Association to evaluate, or render an opinion on, the condition or quality of, or conformity to any plans and specifications or governmental laws and regulations applicable to, any then existing Improvements located within the Community unless: (a) such Improvements have been damaged by casualty loss; (b) the condition of such Improvements poses a patent, immediate, and substantial threat to the safety of the Owners; or (c) such expense is approved by the affirmative vote of the Class A members holding at least 75 percent of the total Class A voting membership rights. This Article 9.6 shall not be amended unless such amendment is made by Developer prior to the Turnover or is approved by the

percentage votes, and pursuant to the same procedures, necessary to approve any such expense as provided above.

ARTICLE 10 **ASSESSMENTS**

10.1 Classification of Assessments. There shall be three types of Assessments, to wit: (a) Annual Assessments, which shall be levied pursuant to Article 10.2 for the payment of the Common Expenses; (b) Special Assessments, which shall be levied pursuant to Article 10.3 to supplement the Annual Assessments; and (c) Individual Assessments, which shall be levied pursuant to Article 10.4 for the payment of Individual Expenses.

10.2 Annual Assessments. The Common Expenses shall be payable through Annual Assessments levied by the Board against each Parcel. Prior to December 15 of each year, the Board shall establish and adopt a budget for the Common Expenses for the next fiscal year and thereupon levy an Annual Assessment against each Parcel. The budget shall provide separately for the Base Expenses and the Supplemental Expenses. The budget and Annual Assessments shall be in such amount as shall be deemed sufficient in the judgment of the Board to enable the Association to pay the Common Expenses as and when they become due.

10.3 Special Assessments. The Board may levy a Special Assessment against each Parcel in the event the revenue receivable by the Association pursuant to the Common Expenses budget adopted by the Board for any fiscal year is insufficient to pay the Common Expenses for such fiscal year, in the event of emergency situations requiring additional funds for the payment of the Common Expenses, or in the event Association reserves are insufficient to cover Association capital expenditures.

10.4 Individual Assessments. Each Parcel for which the Association incurs Individual Expenses pursuant to Article 9.5 shall be subject to Individual Assessments levied by the Board for the payment of such Individual Expenses. Except as otherwise provided by action of the Board, each Individual Assessment shall be deemed levied by the Board upon delivery of notice of such Individual Assessment in accordance with the provisions of Article 10.6.

10.5 Apportionment of Annual and Special Assessments. All Annual Assessments and Special Assessments levied by the Board for the payment of Common Expenses shall be allocated to the Parcels and payable by the Owner of each Parcel in accordance with the following provisions:

A. **Assessment Shares.** Each Parcel shall be allocated a numerical share (the "Assessment Share") on which the amount of Annual Assessments and Special Assessments levied against the Parcel shall be based.

(1) **Lots.** Upon the first conveyance of title by Developer to any subdivision lot intended as a building site for a single dwelling unit, there shall be allocated to such lot one Assessment Share.

(2) **Condominium Units.** Upon the first conveyance of title by Developer to any condominium unit intended for, or restricted to, Residential Use, there shall be allocated to such unit one Assessment Share. In the case of any time-sharing or interval ownership condominium, an Assessment Share shall be allocated to each unit in the condominium upon the first conveyance by Developer to any Person of an ownership or possessory interest in such unit.

(3) **Apartments.** Upon the completion of any building (other than a building construction upon a lot described in Article 10.5.A(1)) containing non-condominium apartments intended for, or restricted to, Residential Use, there shall be allocated to the Parcel on which such building is constructed one Assessment Share for each such apartment. As used herein, "completion" of a building

shall be deemed to occur on the date on which a certificate of occupancy is issued by the City of Venice or Sarasota County.

(4) Subdivision of Parcels. In the event any subdivision lot or condominium unit is subdivided between two or more Owners, the Assessment Share attributable to such lot or unit shall be prorated between such Owners on the basis of square footage. The combination of any two or more subdivision lots or condominium units into a single lot or unit shall not vary the number of Assessment Shares allocated to such lots or units; provided, however, that notwithstanding the provisions of Article 10.5.A(1), if a Person acquires title directly from Developer to two adjoining lots that are combined as a building site for a single dwelling unit, there shall be allocated to such combined, adjoining lots a total of one Assessment Share.

B. Appurtenances. Once Assessment Shares have been allocated to a Parcel, such Assessment Shares shall be an appurtenance to the Parcel and may not be separately conveyed, assigned, or encumbered thereafter except as an appurtenance thereto. Subject to the provisions of Article 10.5.A(4), the Assessment Shares allocated to a Parcel may not be terminated or decreased for any reason, including, by way of illustration and not as a limitation, the destruction of any Improvement, vacation of any plat, or termination of any condominium. The Assessment Shares allocated to a Parcel may be increased, however, by the occurrence of any event that would have resulted in an allocation of Assessment Shares in the first instance.

C. Assessment Amount. All Annual Assessments and Special Assessments levied by the Board shall be apportioned among the Parcels such that the ratio of (1) the Assessment amount charged to, and payable by, each Parcel, to (2) the total Assessments then charged to, and payable by, all the Parcels (determined without regard to the provisions of Article 10.10), shall be the same as the ratio of (3) the Assessment Share allocated to such Parcel, to (4) the total Assessment Shares allocated to all the Parcels.

D. Base and Supplemental Expenses. The Annual Assessments shall be allocated separately to the Base Expenses and the Supplemental Expenses. No Parcel shall be liable for the payment of any Annual Assessment (or, if applicable, any Special Assessment supplementary thereto) for the Supplemental Expenses prior to the issuance by the City of Venice or Sarasota County of a certificate of occupancy for a dwelling constructed on the Parcel.

10.6 Notice of Assessments. Notice of Assessments shall be given as follows:

A. Notice of Annual Assessments. On or before December 20 of each year, the Association shall notify each Owner of the amount of the Annual Assessment levied against such Owner's Parcel for the next fiscal year. The notice shall include a copy of the Common Expenses budget for such fiscal year.

B. Notice of Individual Assessments. Notice of each Individual Assessment shall be given by the Association to the Owner of the Parcel against which the Individual Assessment is levied within 90 days after the Individual Expenses to which the Individual Assessment relates are incurred or otherwise determined by the Association.

C. Notice of Special Assessments. Notice of any Special Assessment levied by the Board shall be given by the Association to each Owner within 90 days after Board approval of the Special Assessment. The notice shall include an explanation of the purpose of the Special Assessment and the basis on which the Special Assessment was levied.

D. Failure to Notify. In the event the Association should fail to notify an Owner of any applicable Assessment on or before the time specified above, the levy and lien of such Assessment shall not be invalidated or otherwise affected, but the time for payment of the Assessment shall be extended by the number of days the notice is delinquent. So long as notice has properly been given, failure to receive

any notice given by the Association shall not excuse an Owner from the payment of any Assessment when due.

E. Persons Entitled to Notice. Notice of any Assessment need be sent by the Association only to the Persons appearing on the Association's records as Owners as of the date of the notice. It is the duty of each Owner of a Parcel that becomes subject to an Assessment subsequent to the date of notice thereof to ascertain from the Association the amount of the Assessment levied against such Parcel. Failure to ascertain such amount shall not excuse any Owner from the payment of any Assessment when due.

10.7 Payment of Assessments. Assessments shall be paid in accordance with the following provisions:

A. Payment of Annual Assessments. Annual Assessments shall be payable in full on the first day of the fiscal year or in such installments, if any, as may be approved by the Board.

B. Payment of Special Assessments. Each Owner of a Parcel against which a Special Assessment has been levied by the Board pursuant to Article 10.3 shall pay to the Association the full amount of the Special Assessment on or before the time established for payment by the Board; provided, however, that no Special Assessment shall be payable sooner than 30 days following notice thereof, and further provided that any Special Assessment may be payable in installments if, and only to the extent, approved by the Board.

C. Payment of Individual Assessments. Each Owner of a Parcel against which an Individual Assessment has been levied by the Board pursuant to Article 10.4 shall pay to the Association, within 30 days after notice thereof, the full amount of the Individual Assessment.

10.8 Failure to Pay Assessments. Each Assessment shall be the personal obligation of the Owner of the Parcel against which the Assessment is levied, ownership being determined as of the date of such levy. If any Assessment is not paid within 15 days after the date on which payment of the Assessment is due, then the following provisions shall apply:

A. Interest shall accrue on the Assessment from the due date until paid at the rate of 18 percent per annum or such other legal rate as may be established by the Board.

B. A delinquency charge equal to the greater of \$25 or 5 percent of the Assessment (or such lesser amount as may be established by the Board) shall be added to the Assessment.

C. If the Assessment is payable in installments, the remaining installments of such Assessment may be accelerated by the Association to maturity if the delinquent installment, together with the delinquency charge and interest due thereon, is not paid in full by the Owner within 10 days after notice by the Association of its intent to accelerate such remaining installments.

D. The Association may bring suit against the Owner on his personal obligation to recover the amount of the Assessment, together with the delinquency charge and interest and all costs incurred by the Association, including Attorney's Fees, in preparation for and in bringing such suit.

10.9 Proof of Payment of Assessment. Upon the request of any Owner or Institutional Mortgagee and the payment to the Association of such processing fee (not to exceed \$100) as may be established by the Board, the Association shall furnish a certificate in writing signed by an officer of the Association showing the amount of unpaid Assessments, if any, against any Parcel in which such Owner or Institutional Mortgagee has an interest, the year or years for which any such unpaid Assessments were levied, and any interest or other charges owing thereon. Such certificate, in the absence of fraud, shall be conclusive evidence in favor of any Person other than the Owner of the payment of any Assessment therein stated to have been paid.

10.10 Parcels Owned by Developer. Notwithstanding the foregoing provisions of this Article 10, commencing with the recording of this Declaration in the Public Records and continuing until the Turnover:

A. Developer shall not be liable for the payment of any Assessments with respect to any Parcel owned by Developer.

B. Upon the first conveyance by Developer to an Owner other than Developer of title to a Parcel the amount of the Annual Assessment attributable to such Parcel for the then current fiscal year shall be prorated as of the date of such conveyance, and the Owner of the Parcel shall pay to the Association on such date such prorated amount.

C. The combined amount of Annual Assessments and Special Assessments levied against a Parcel shall not exceed the following amounts: (a) \$3,900 during the first calendar year; (b) \$4,095 during the second calendar year; (c) \$4,299.75 during the third calendar year; and (d) \$5,000 during each subsequent year.

D. Developer shall pay any Common Expenses in excess of the Assessments receivable from other Owners and other income of the Association.

10.11 Working Capital Contribution. The Board may, in its discretion, require each Owner of a Parcel who acquires his Parcel directly from Developer to pay to the Association a one time contribution (the "Working Capital Contribution") to be used by the Association solely for the payment of the Common Expenses. The amount of the Working Capital Contribution shall be as determined by the Board, but may not exceed the then applicable Annual Assessment (as established without regard to the provisions of Article 10.10). Notwithstanding the foregoing, the payment of the Working Capital Contribution, as required herein, may be delayed, in Developer's sole discretion, for the period of time between the transfer of a Parcel to a Florida licensed residential home builder ("Builder") and the date Builder conveys the acquired Parcel to a third party; provided, however, Developer reserves the absolute right to demand payment of the Working Capital Contribution from Builder at any time after one year from the initial transfer of the Parcel to Builder. In addition, the Board may, in its discretion, require each Owner of a Parcel, upon acquiring such Parcel, to pay to the Association a working capital contribution (the "Recurring Working Capital Contribution") to be used by the Association solely for the payment of the Common Expenses. The amount of the Recurring Working Capital Contribution may not exceed one quarter of the then applicable Annual Assessment. Notwithstanding anything to the contrary, the Recurring Working Capital Contribution shall not be due upon the initial transfer of a Parcel from the Developer or a transfer of a Parcel in which the Working Capital Contribution is paid by an Owner. The Working Capital Contribution and Recurring Working Capital Contribution will be considered and recorded by the Association as other income of the Association.

ARTICLE 11

LIEN OF ASSESSMENTS

11.1 Creation of Lien. To the extent allowed by law, each Assessment levied by the Board against a Parcel shall be secured by a lien in favor of the Association against the Parcel and Parcel Improvements in accordance with the provisions of this Article 11. The lien shall secure not only the amount of the Assessment, but also all interest, delinquency charges, and costs of collection as provided by Article 10.8. The lien of every Assessment levied against a Parcel shall attach and become a charge on the Parcel and all Parcel Improvements upon the recording of this Declaration.

11.2 Enforcement of Lien. In the event any Assessment is not paid within 30 days after the Assessment is due, the Association shall have the right to file a claim of lien in the Public Records. The Assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Parcel, the Association shall be entitled to recover from the Owner of such Parcel the interest and delinquency charge provided by Article 10.8 and all costs, including

Attorney's Fees, incurred in preparing, filing, and foreclosing the Assessment lien; all such costs, delinquency charges, interest, and Attorney's Fees shall be secured by such lien.

11.3 Priority of Lien. It is the intent hereof that the Assessment lien against each Parcel shall be subordinate and inferior only to the lien of taxes and special assessments levied by the City of Venice or Sarasota County, the District, and other governmental bodies and to the lien of any mortgage upon such Parcel given to an Institutional Mortgagee prior to the recording of a claim of lien; provided, however, that such subordination shall not apply to Assessments which become due and payable after a sale or transfer of title to the Parcel pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

ARTICLE 12 **RESTRICTIONS**

12.1 Residential Use. Except as otherwise provided herein, the Parcels may be used for residential purposes and for no other purpose. No business or commercial building may be erected on any Parcel, and no business, occupation, profession, or religious or charitable enterprise may be conducted on any part thereof, except that: (a) an Owner may conduct a home occupation (as defined in the Land Development Code, as amended) on his Parcel, if the home occupation is permitted by the Land Development Code without special permit approval or other special authorization; does not involve any outdoor activity other than ingress and egress; is not accompanied by the display of any exterior sign; complies with all other provisions of this Declaration and the Rules and Regulations; and is otherwise approved by the Association; (b) an Owner and his agents may show his Parcel and Parcel Improvements for sale or lease; and (c) business activities necessary for the construction of a dwelling or other Parcel Improvements shall be permitted.

12.2 Dwellings. No building shall be erected or permitted to remain on any Parcel in Unit 1 other than one detached single-family dwelling. The height of each dwelling in Unit 1 shall not be more than 35 feet above Flood Protection Elevation (measured as provided in the Land Development Code). The minimum square footage of enclosed living area (exclusive of open or screen porches, terraces, and garages) for the Parcels in Unit 1 shall be 1,400 square feet. All materials used in the construction of any dwelling shall be new, durable products. Additions to any dwelling shall be compatible in appearance to the existing dwelling.

12.3 Garages and Outbuildings. No dwelling shall be constructed on any Parcel in Unit 1 without provision for a fully enclosed garage, or garages, having a capacity of not less than two vehicles. Whether a garage is attached to the dwelling or detached, the garage must be constructed and designed to be in conformance with the architectural style, color, and materials of the dwelling. Conversion of a garage to living area or other usage is expressly prohibited without: (a) the substitution of another enclosed garage, or garages, having a capacity of not less than two vehicles; and (b) the prior written approval of the Architectural Committee. All garages must have doors that are maintained in a useful, working condition and that are operated by electric door openers. Detached outbuildings approved by the Architectural Committee may be constructed and must be compatible with the architectural style, color, and materials of the dwelling. The Architectural Committee shall have the right to restrict the number, size, and location of outbuildings. Pre-fabricated outbuildings are prohibited.

12.4 Setbacks. No home in Unit 1 shall be erected or placed upon any part of a Parcel such that any portion of the dwelling or structure (excluding eaves or overhangs of two feet or less): (a) encroaches on any "landscape buffer" denoted on the plat of the Community; (b) encroaches on any specific easement reserved unto or granted by Developer pursuant to the provisions of this Declaration or the plat of the Community; (c) is closer than 15 feet to the front property line, 5 feet to either side property line, or 10 feet of the rear property line; or (d) is constructed in violation of any setback requirements of the City of Venice or Sarasota County then in effect. Notwithstanding any of the above, construction of pool cages, patios, terraces, low platforms, steps, decks, and screened enclosures shall be permitted within any rear setback area up to 5 feet from the rear property line, provided that such construction: (1) does not violate any provisions of law; (2) in the opinion of the Architectural Committee, does not interfere with the exposure,

view, or reasonable privacy of adjoining or facing properties; and (3) is otherwise approved by the Architectural Committee.

12.5 Driveways. All dwellings shall have a driveway from the road to the garage, constructed of brick pavers, brick, or other material approved in writing by the Architectural Committee. Each driveway shall measure no less than 20 feet from the entrance to the Community Road and no less than the width of the entrance to the garage. Driveways constructed of asphalt, blacktop, painted concrete, and epoxy bonded aggregate are specifically prohibited.

12.6 Roofs. Each roof shall be constructed with a minimum pitch of 4/12, and all roofing material shall be approved by the Architectural Committee. No built-up roofs, flat roofs, or roofs having a slope of less than 4/12 shall be permitted. Roofs over outdoor areas, porches, or lanais shall be constructed of the same material as the roof of the dwelling. Screened roofs may be used over pools and lanais areas. All roof stacks, vents, flashing, and chimney caps shall be painted to match the approved roof color. Roof stacks and vents shall be placed on rear slopes of the roofs so that they are not visible from the road, if possible. In addition, roof stacks and vents shall not extend above the ridge line of the pitched roofs.

12.7 Drainage. The development plans for the Community approved by the City of Venice require each Parcel to be graded in a specified manner to provide proper drainage in accordance with environmental and wetlands considerations. Accordingly, prior to construction of a dwelling, the Owner shall cause his Parcel to be graded in conformity with the detail grading plan for the Parcel as reflected on sketches approved by the City of Venice and available from Developer. No drainage easement, swale, lake, or pond may be obstructed, filled in, or altered without the written approval of Developer and applicable governmental authorities. Pulling, cutting, mowing, treatment with herbicides, or other removal of littoral zone vegetation, is strictly prohibited unless otherwise authorized by the City of Venice. The plants and fauna located in or on the lakes or ponds in the Community are necessary to filter stormwater, and no Person shall disturb or alter such plants or fauna without the consent of Developer, the Association, the City of Venice, and SWFWMD.

12.8 Landscaping. Prior to completion of construction of a dwelling on a Parcel: (a) that portion of the front and side yards of the Parcel not covered by a dwelling, patio, driveway, or walkway shall be sodded and landscaped; provided, however, that there shall be plant beds around the structure of the dwelling, rather than sod; and (b) that portion of the rear yard of the Parcel not covered by a dwelling, patio, pool deck, or other structure shall, at a minimum, be plugged and landscaped. Owners of Parcels fronting on any road shall sod that portion of the right-of-way of such road lying between the Parcel boundary and the nearest pavement edge. Owners of Parcels adjacent to the perimeter wall along the right-of-way shall sod (and landscape to the extent approved by the Architectural Committee) the land lying between the Parcel boundary and the perimeter wall. Owners of Parcels adjacent to any lake or pond within the Community shall sod the land lying between the Parcel boundary and the erosion control barrier surrounding the bank of such lake or pond. All sod shall be of a variety approved by the Architectural Committee. All landscaping shall be installed in accordance with the landscape plan approved by the Architectural Committee. Notwithstanding anything herein to the contrary, upon written approval of the Architectural Committee, the foregoing sodding and plugging requirements may be modified in instances where exceptional natural vegetation existed prior to, and continues to exist following, the construction of the dwelling. No plant species classified as exotic by the State of Florida or City of Venice shall be planted or maintained on any Parcel. Rock, stone, sand, shell, and other hard surfaces shall be used for landscaping only as plant beds and accent areas; in no event shall more than 20 percent of the yard of any Parcel be covered with such materials. All outdoor equipment on a Parcel, including without limitation all pool equipment, heating, ventilating, and air conditioning equipment, shall be screened with landscape plantings, low fencing, or low walls. All plants used for such screening shall be a minimum of five gallon plants at the time of installation. Nothing in this Article 12.8 shall be construed to limit any rights of an Owner under applicable law.

12.9 Irrigation System. Prior to completion of construction of a dwelling on a Parcel, that portion of the front, side, and rear yards of a Parcel not covered by a dwelling, patio, driveway, or walkway shall be improved with an automated irrigation system. Such automated irrigation system shall include a

timer mechanism located on the outside of the dwelling, irrigation lines, and sprinkler heads (or, to the extent required by Developer, drip or micro irrigation systems) sufficient in number, location, and capacity to irrigate all sodded and landscaped areas on the front, side, and rear yards of the Parcel. The Owner shall utilize the automated irrigation system to properly irrigate the sodded and landscaped areas of the Parcel in accordance with SWFWMD and the City of Venice guidelines and restrictions. If the Central Irrigation System is installed: (a) the automated irrigation system on each Parcel shall be connected to and utilize the Central Irrigation System in accordance with the provisions of Article 17.2, and (b) operation of the automated irrigation system on each Parcel shall be subject to the control of the Association. The use of an individual well by the Owner of a Parcel for irrigation purposes shall be prohibited unless otherwise approved by Developer. In no event shall any automated irrigation system within the Community utilize the City of Venice potable water supply.

12.10 No Trailers or Temporary Buildings. Except as may be reasonably necessary for Construction Work, no tents, trailers, vans, shacks, or temporary accessory buildings or structures shall be erected or permitted to remain on any Parcel without the written consent of Developer. Upon completion of any Construction Work, any of the foregoing items shall be promptly removed.

12.11 Water and Sewer. All dwellings shall use and be connected to the main lines of the Water and Sewer System Facilities. No septic tank shall be installed, used, or maintained on any Parcel, without the prior written approval of the District, Developer, and any applicable governmental authority.

12.12 Fences and Walls. In order to preserve the open character of the Community and minimize visual and physical impacts on adjoining properties, hedges and other landscaping to provide privacy are encouraged over fences and walls. However, privacy walls and decorative fences attached to a dwelling as an integral part of the design scheme of the architectural exterior elevation of the dwelling are permitted if approved by the Architectural Committee.

A. The location and height of all fences, walls, and hedges shall be subject to approval by the Architectural Committee prior to construction and installation. In no event shall any wall or fence exceed an average height of six feet, exclusive of pillars or ornaments. Decorative entry walls, entry gates, courtyard walls, pool cages, and privacy walls surrounding and abutting pool decks are considered structures appurtenant to the dwelling and may be allowed within the applicable building setbacks with Architectural Committee approval.

B. The material and design of all walls shall be identical or compatible with the materials, colors, finishes, textures, and architectural style of the dwelling and shall be subject to approval by the Architectural Committee prior to construction and installation. Landscaping shall be provided along the outside of any wall or fence to soften the wall's or fence's visual impact.

C. The Architectural Committee may, from time to time, establish specific materials, color, architectural style, location, and height limitations for fences and walls.

12.13 Swimming Pools. All swimming pools shall be designed and constructed so that the deck and surrounding patio or walkway, if any, is at ground level; provided, however, that pools may be constructed above ground level as long as any such pool is at the same elevation as the first floor living space of the dwelling constructed on the Parcel. In addition, the Architectural Committee may approve minor variances where existing conditions prohibit construction of a swimming pool at ground level, but in no case shall the Architectural Committee allow the construction of a swimming pool which would customarily be regarded as an "above-ground" swimming pool. All pool areas shall be enclosed, and all swimming pools shall be designed, located, and constructed in accordance with all applicable governmental laws, rules, regulations, and standards. Screened cages around pool areas are encouraged; however, no screening of pool areas shall extend beyond a line extended from, and aligned with, the side walls of the dwelling unless specifically approved by the Architectural Committee. All pool screen cages shall be mansard style, and no flat roof or A-frame cages shall be permitted.

12.14 Mailboxes. Prior to completion of construction of a dwelling on a Parcel, the Owner shall install a mailbox. The mailbox shall be installed on the Parcel, within the right-of-way of the adjoining Community Road, or in such other location as required by the Architectural Committee. The size, location, and design of, and the type of material for, the mailbox shall be subject to Developer's approval. Developer may require the use of standard mailboxes for all Parcels. United States Post Office regulations may dictate the location of mailboxes on the Parcels or the adjoining Community Road right-of-way. Receptacles for newspapers, magazines, periodicals, or similar materials are prohibited.

12.15 Boats and Vehicles. No vehicle shall be parked in the Community except on a paved driveway or inside a garage, nor shall any vehicle be parked within the right-of-way of any Community Road. No Restricted Vehicle (excluding vehicles of Persons temporarily in the Community to provide business services to an Owner, Developer, the District, or the Association) shall be parked in the Community unless inside a garage. No maintenance work other than washing shall be performed on any vehicle, unless such maintenance work is performed inside a garage. The restrictions on vehicles contained in this Article 12.15 shall not apply to vehicles or trailers utilized by builders in connection with any Construction Work.

12.16 Boat Docks. No docks, bulkheads, moorings, pilings, boat shelters, boat slips, boat launches, boat lifts, or other structures shall be constructed or permitted within any pond or other body of water within or adjacent to the Community, except as authorized in writing by Developer.

12.17 Signs. No sign of any kind shall be displayed in the Community except as follows:

A. Individual, ornamental house number may be displayed on a dwelling provided their size, color, design, and location is approved by the Architectural Committee. Either Developer or the Architectural Committee may require the use of standard house number.

B. One temporary sign not exceeding four square feet in size utilized in connection with the sale of a Parcel may be displayed on the Parcel. The color, format, nature, content, and location of such sign shall be subject to the written approval of Developer.

C. During the course of construction of a dwelling on a Parcel, a construction sign not exceeding four square feet in size identifying the builder may be displayed on the Parcel if such sign is approved by Developer, which approval may be withheld by Developer in its sole discretion. Such sign shall be promptly removed upon the issuance by the City of Venice or Sarasota County of a certificate of occupancy for the dwelling.

D. Other signs may be displayed if such signs are approved by Developer as to size, design, location, and content.

12.18 Animals. An Owner may keep up to three animals customarily regarded as household pets on his Parcel. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any Parcel. All birds shall be kept indoors. If, in the sole judgment of the Board, it is determined that an Owner's pet, due to its size, breed, past or present aggressiveness or viciousness, or other factors, is a source of excessive disturbance, annoyance, or danger to other Owners or Persons, the Owner shall take such action as the Board reasonably may require to eliminate the disturbance, annoyance, or danger. The authority of the Board to restrict, prohibit, or direct the disposal of any pet shall not be construed as imposing any duty on the Board to do so. Owners having pets shall remove all pet droppings.

12.19 Trash. Owners shall keep all garbage, trash, and other refuse in sanitary containers. Containers shall be kept within totally enclosed or screened areas and not be placed in front of a dwelling except on the morning scheduled for refuse collection. Containers shall be removed promptly, along with any debris, after collection.

12.20 Construction. No construction activity shall be permitted within the Community on Sundays, and all construction activity within the Community on Monday through Saturday shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Notwithstanding that Construction Work may temporarily disturb the peace and quiet of the occupants of adjacent Parcels, such Construction Work shall be permitted, subject to the provisions of this Article 12.20 and such reasonable limitations as may be imposed by the terms of the Rules and Regulations. No Owner shall have any claim against Developer or any other Person for any interference with such Owner's view, peace and quiet, welfare, or access to light and air, caused by any such Construction Work.

12.21 Interference with Usage. No Owner shall interfere with the use of a Parcel by any Person entitled to the use thereof or make use of any part of the Common Areas in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment.

12.22 Clothes Drying Areas. No exterior portion of any Parcel shall be used as a drying or hanging area for laundry of any kind.

12.23 Solar Collectors. No solar collectors shall be permitted on any Parcel unless level with the roof, not visible from any adjacent road, and approved by the Architectural Committee prior to installation.

12.24 Nuisances. No Person shall create any public or private nuisance, or engage in any noxious, illegal, or offensive activity, within the Community. By way of illustration and not as a limitation, no Owner shall place or keep any substance, material, or thing that emits foul or obnoxious odors or that is unsightly, unkempt, or unsanitary; cause unreasonable noise or other conditions that disturb, in the opinion of the Board, the reasonable peace, quiet, safety, or comfort of the occupants of adjacent properties; or conduct outside burning of wood, leaves, trash, garbage, or household refuse.

12.25 Exterior Antennas. No exterior antenna, aerial, satellite dish, or other apparatus for the reception or transmission of television, radio, or other electronic signals shall be placed or maintained on any Parcel without the prior written approval of Developer.

12.26 Utility Lines. No Person other than Developer shall place or maintain any overhead utility or cable television lines within the Community without the prior written approval of Developer, except for temporary lines as required during construction or as otherwise may be required by law. All underground utility lines and lead-in wires for electrical, telephone, and cable television service shall be located at least 12 inches below the surface.

12.27 Air Conditioning Units. No window or wall air conditioning units may be installed or maintained on any Parcel.

12.28 Artificial Vegetation and Exterior Decorations. No artificial grass, plants, or other artificial vegetation shall be placed or maintained on the exterior portion of any Parcel unless approved in writing by the Architectural Committee. No exterior decorations, including without limitation sculptures, artwork, fountains, or similar items shall be placed or maintained on the exterior of any Parcel or dwelling unless approved in writing by the Architectural Committee.

12.29 Damage and Insurance Rates. No Person shall engage in any activity causing damage to, or any increase in insurance rates on, any Improvements within the Community.

12.30 Clearing of Trees. No Person other than Developer shall cut down, remove, or clear from any Parcel any tree having a stem diameter of four inches or greater at five feet above the natural grade, except pursuant to Plans approved by the Architectural Committee in accordance with Article 13 or except as otherwise may be authorized in writing by Developer.

12.31 Pollutants. No Person shall discharge pollutants into any road, easement, stormwater drain, or other portion of the Community so as harmfully to affect any landscaping or vegetation or pollute the Surfacewater Management System Facilities.

12.32 Leases. No Owner shall lease less than his entire Parcel or lease his Parcel for a term less than six months in duration.

12.33 Sales. No garage, yard, or estate sale shall be conducted on a Parcel without the prior written approval of the Association. No Parcel or dwelling shall be offered for sale by means of any auction conducted within the Community.

12.34 Governmental Regulations. No Person shall violate in any respect the provisions of any governmental laws or regulations applicable to the Community.

12.35 Common Areas. No Person other than Developer or the Association shall erect, install, or alter any Improvements on, or otherwise disturb the physical condition of, any portion of the Common Areas or other property which the Association is required to maintain pursuant to the terms of this Declaration.

12.36 District Property. No Person other than Developer or the District shall erect, install, or alter any Improvements on, or otherwise disturb the physical condition of, any portion of the District Property or other property which the District is required to maintain pursuant to the terms of this Declaration.

12.37 Unightly Debris. No unsightly debris, including without limitation car bodies and cars in disrepair, shall be allowed to remain on any Parcel at any time.

12.38 Games and Accessory Structures. No basketball backboard, fixed game, platform, dog house, playhouse, or other similar structure shall be constructed or installed on any portion of a Parcel without written approval by the Architectural Committee prior to construction or installation.

12.39 Occupants Bound. All provisions of this Declaration, the Rules and Regulations, the Community Standards, and the Architectural Criteria governing the conduct of an Owner shall also apply to all occupants of the Owner's Parcel and all family members, guests, and invitees of the Owner. Each Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Parcel shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, such provisions.

12.40 Additional Restrictions. Developer reserves the right to impose additional restrictions in the conveyance of title to any Parcel, provided such restrictions are identified in the purchase agreement between Developer and the Owner of the Parcel.

ARTICLE 13 **ARCHITECTURAL CONTROL**

13.1 Approval by Architectural Committee. No Construction Work shall be commenced unless and until the plans and specifications for such Construction Work (the "Plans") have been submitted to the Architectural Committee in accordance with Article 13.4 and approved by the Architectural Committee in writing. In keeping with Developer's intent to establish and maintain a community of quality homes and buildings of aesthetically pleasing design, the Architectural Committee shall evaluate the Plans with respect to the harmony of external design, appearance, and location of all Improvements to which the proposed Construction Work relates in relation to surrounding structures and topography, the proposed materials and construction standards, the conformance of the proposed Construction Work with any applicable Architectural Criteria, the conformance of the proposed Construction Work with restrictions set forth in this Declaration, and the general aesthetic impact of the proposed Construction Work. The purpose of the Architectural Committee

shall not be to impose a uniform appearance in the Community, but rather to promote and assure architectural and aesthetic quality and discrimination for the benefit of all Owners.

13.2 Architectural Committee. The Architectural Committee shall be composed of not less than three or more than seven members, who need not be members of the Association. Developer shall have the right to appoint (and, at its sole discretion, to replace) all members of the Architectural Committee, or such lesser number as Developer may choose, until such time as Developer, in its sole discretion, elects to assign such right to the Association; provided, however, Developer shall assign such right to the Association not later than the Final Development Date. Members of the Architectural Committee as to whom Developer may have relinquished the right of appointment, and all members of the Architectural Committee after Developer assigns such right to the Association, shall be appointed by, and shall serve at the pleasure of, the Board. A majority of the Architectural Committee members shall constitute a quorum to transact business at any meeting of the Architectural Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. Any vacancy occurring on the Architectural Committee because of death, resignation, or other termination of service of any member appointed by Developer shall be filled by Developer; any other vacancy shall be filled by the Board. No member of the Architectural Committee shall be entitled to compensation for services performed. The Architectural Committee may employ independent advisers, in which case reasonable compensation to such advisers shall be paid by the Association as part of the Common Expenses. All copying, telephone, telecopy, and other out-of-pocket expenses of the Architectural Committee shall also be paid by the Association as part of the Common Expenses. All decisions of the Architectural Committee shall be final and binding on the Owners.

13.3 Architectural Control Authority. The Architectural Committee's regulatory authority shall include the power to prohibit those uses, activities, or exterior designs deemed inconsistent with the provisions of this Declaration or contrary to the best interests of the Association in maintaining the value and desirability of the Community. The Architectural Committee shall have authority to adopt, promulgate, rescind, amend, and revise Architectural Criteria for any portion or portions of the Community in connection with the foregoing, provided such Architectural Criteria are reasonable and consistent with the provisions of this Declaration. The authority provided herein shall apply not only to preconstruction and construction periods but also to all periods subsequent to construction to ensure that all Architectural Committee requirements continue to be satisfied by the owner of the property on which the Construction Work is to take place.

13.4 Plans. The Plans shall show the nature, kind, shape, height, materials, locations, color, and estimated cost of the proposed Construction Work. An Owner may submit preliminary plans that are conceptual in nature. If preliminary plans are approved by the Architectural Committee, and if Plans are submitted to the Architectural Committee which are consistent with the approved preliminary plans, the Plans will be approved by the Architectural Committee, provided such Plans do not contain any material deviation from the preliminary plans as determined solely by, and in the absolute discretion of, the Architectural Committee. All applications to the Architectural Committee for approval of any of the foregoing shall be accompanied by the following information, to the extent applicable:

- A. Architectural, engineering, and construction plans and specifications (which shall show proposed exterior design, colors, and materials).
- B. Site plan.
- C. Landscaping plan, which shall: (1) show generally all existing trees (trees having a stem diameter of four and one-half inches or greater at 54 inches above the ground shall be shown specifically), shrubs, and other vegetation to be removed or left in place; (2) show the location, type, and, if applicable, size of all other trees, plantings, sod, plugs, and landscaping to be installed on the Parcel; and (3) be prepared, signed, and sealed by a professional landscape architect licensed to practice in the State of Florida.
- D. Construction schedule.

E. Such additional information as may be reasonably necessary for Developer to evaluate completely the proposed Construction Work.

In the event the Architectural Committee fails to respond to an application within 30 days after the same has been submitted to and received by it, the Architectural Committee's approval shall be deemed to have been given; provided, however, that no Improvements shall be erected or be allowed to remain on any Parcel which violate any building or use restrictions contained in this Declaration or other recorded instrument or any zoning or governmental regulations.

13.5 Procedure. The Architectural Committee may appoint one or more Persons to make preliminary review of all applications to the Architectural Committee and report such applications to the Architectural Committee with such Person's recommendations for Architectural Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Architectural Committee deems advisable. In addition to the fees payable under Article 13.6, the Owner making application to the Architectural Committee shall reimburse the Association for all reasonable costs associated with the review of Plans by the Architectural Committee, including any expense for architectural, engineering, or Attorney's Fees. If such reimbursement is not made within 15 days after delivery to the Owner of written notice of the costs to be reimbursed, such costs shall be included in the Individual Expenses pursuant to Article 9.5 and shall be assessed against the Owner's Parcel as an Individual Assessment in accordance with Article 10.4.

13.6 Fees. The Board shall adopt a schedule of reasonable fees for processing applications to the Architectural Committee. Such fees, if any, shall be payable to the Association, in cash, at the time an application is submitted to the Architectural Committee. No application shall be deemed to have been properly submitted without payment of the applicable fees.

13.7 Certification of Compliance. Upon written application of any Owner, the Architectural Committee shall issue an acknowledged certificate in recordable form setting forth generally whether or not the Owner, to the knowledge of the Architectural Committee, is in violation of any of the terms and conditions of this Article 13. The certificate shall be conclusive in favor of all Persons who rely thereon in good faith. The certificate shall be furnished by the Architectural Committee within 20 days from the receipt of a written request for such certificate. If such certificate is not furnished within such 20-day period, it shall be presumed that the Owner has fully complied with the terms and conditions of this Article 13 and that the Parcel is in conformance with all such terms and conditions.

13.8 Proceeding with Work. Upon receipt of approval from the Architectural Committee, the Owner shall as soon as practical satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of the approved Construction Work. In all cases, the approved Construction Work shall commence within six months from the date of approval, and if the Construction Work is not so commenced, approval shall be deemed revoked unless the Architectural Committee pursuant to written application made and received prior to the expiration of the six-month period extends the period of time within which the approved Construction work must be commenced.

13.9 Liability. The Architectural Committee and its members shall not be liable in damages to anyone submitting an application to them for approval or to anyone affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of same. All Persons who submit plans or specifications to the Architectural Committee for approval agree, by the submission of same, and each Owner of a Parcel agrees, by acquiring title thereto or an interest therein, that they will not bring any action or suit against the Architectural Committee, its members, or Developer to recover damages in connection with matters to which this Article 13 pertains.

13.10 Interior Alterations. Notwithstanding any other provision of this Declaration to the contrary, the provisions of Articles 13.1 – 13.8 shall not apply to Construction Work relating to Improvements lying solely within the interior of a building located, or to be constructed, on an Owner's Parcel.

ARTICLE 14

WARRANTIES

Except as Developer may otherwise expressly provide by written contract, **THE CONSTRUCTION, DEVELOPMENT, AND SALE BY DEVELOPER OF ANY PARCEL OR OTHER PROPERTY OR IMPROVEMENTS IN THE COMMUNITY ARE WITHOUT WARRANTY, AND NO WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE COMMUNITY OR IMPROVEMENTS CONSTRUCTED BY DEVELOPER THEREON OR IN CONNECTION THEREWITH SHALL BE IMPLIED. EXCEPT AS DEVELOPER MAY OTHERWISE EXPRESSLY PROVIDE BY WRITTEN CONTRACT, DEVELOPER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, AND CONFORMITY OF ANY IMPROVEMENTS WITH PLANS AND SPECIFICATIONS FILED WITH ANY GOVERNMENTAL AUTHORITY. DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OR LEVELS OF RADON, RADON PROGENY, OR ANY POLLUTANT WITHIN THE COMMUNITY OR WITH RESPECT TO ANY PROPERTY OR IMPROVEMENTS CREATED FOR, CONVEYED TO, DEDICATED TO, OR MADE AVAILABLE FOR THE USE OF THE ASSOCIATION OR THE DISTRICT PURSUANT TO THIS DECLARATION OR OTHER INSTRUMENT. DEVELOPER, THE ASSOCIATION, AND THE DISTRICT SHALL NOT IN ANY MANNER BE CONSIDERED INSURERS OR GUARANTORS OF ANY PERSON'S SAFETY WITHIN THE COMMUNITY, NOR SHALL DEVELOPER, THE ASSOCIATION, OR THE DISTRICT HAVE ANY LIABILITY TO ANY PERSON FOR INJURY OR LOSS RESULTING FROM THE PRESENCE OR ACTIONS OF POISONOUS SNAKES, ALLIGATORS, OR WILDLIFE; RESULTING FROM THE PRESENCE OR MAINTENANCE OF STORMWATER RETENTION PONDS, WETLAND AREAS, OR ROADWAYS WITHIN THE COMMUNITY; OR RESULTING FROM VEHICULAR TRAFFIC ON ROADWAYS WITHIN OR ADJOINING THE COMMUNITY.**

ARTICLE 15

INSURANCE AND CASUALTY LOSSES

15.1 Common Areas Insurance. The Association shall obtain blanket all-risk coverage insurance for all insurable Improvements that are part of the Common Areas or, if blanket all-risk coverage is not reasonably available in the determination of the Board, then, at a minimum, insurance covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from such hazards. The cost of such insurance shall be paid by the Association and shall be included in the Common Expenses.

15.2 Liability Insurance. The Association shall obtain public liability insurance covering loss to the Association from damage or injury caused by the negligence of the Association or any of its members, employees, or agents, and, if reasonably available (as determined by the Board), directors' and officers' liability insurance. The public liability policy shall have coverage of at least \$1 million for bodily injury or death and \$100,000 for property damage. The premiums for such insurance coverage shall be included in the Common Expenses. The Owners shall have no personal liability upon any claims made against the Association, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess the Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

15.3 Policies. Each policy may contain a reasonable deductible (as determined by the Board), and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Article 15.3.B. Such insurance shall be governed by the following provisions:

- A. All policies shall be written with a company authorized to do business in Florida.
- B. All policies shall be for the benefit of the Association and its members.

C. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board.

D. The insurance carried by the Association shall be primary and shall not be brought into contribution with insurance purchased by Owners or occupants of Parcels.

E. If reasonably available, in the determination of the Board, the insurance policies will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Board, the Owners, and their respective tenants, employees, agents, and guests.

(2) A waiver by the insurer of any right to repair and reconstruct in lieu of a cash settlement.

(3) A statement that any "other insurance" clause excludes individual Owners' policies.

(4) A statement that the Association will be given at least 30 days prior written notice of any cancellation, substantial modification, or nonrenewal.

15.4 Other Association Insurance. In addition to the other insurance required by this Article 15, the Association shall obtain worker's compensation insurance if, and to the extent, required by law and a fidelity bond on directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined by the Board. Bonds shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall require at least 30 days prior written notice to the Association of any cancellation, substantial modification, or nonrenewal.

15.5 Damage and Destruction. Immediately after damage or destruction by fire or other casualty to Improvements covered by insurance obtained by the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Improvements. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless all members of the Board shall decide within 60 days after the casualty not to repair or reconstruct, and such decision, if made prior to the Final Development Date, is approved within 60 days thereafter by Developer. In the event it is determined in the manner described above that the damage or destruction is not to be repaired or reconstructed and no alternative Improvements are authorized, then and in that event the affected portion of the Community shall be restored substantially to its natural state and maintained by the Association, or by such other Persons as may be responsible for such maintenance under the terms of this Declaration, in a manner consistent with the Community Standards.

15.6 Disbursement of Proceeds. Proceeds of Association insurance policies shall be disbursed as follows:

A. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after paying such costs of repair or reconstruction shall be retained by the Association and applied to the payment of the Common Expenses.

B. If it is determined, as provided in Article 15.5, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by the Association and applied to the payment of the Common Expenses.

15.7 Owner's Insurance. Each Owner shall carry casualty insurance on the insurable portions of his Parcel Improvements meeting the same requirements as set forth in Article 15.1 for insurance on the Common Areas.

A. In the event of any damage to the Owner's Parcel Improvements, the Owner shall remove all debris within 60 days, complete repair or reconstruction of the damaged Improvements within two years in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 13, and pay any costs of repair or reconstruction that are not covered by insurance proceeds.

B. Notwithstanding the provisions of Article 15.7.A, in the event of damage resulting in destruction of all or substantially all of the Owner's Parcel Improvements, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall, within 60 days, clear the Parcel of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Thereafter the Parcel shall be maintained by the Owner, or by such other Persons as may be responsible for such maintenance under the terms of this Declaration, in a manner consistent with the Community Standards.

ARTICLE 16 **VARIANCES**

Developer hereby reserves the right, with respect to any Parcel, to vary those conditions, restrictions, limitations, and agreements herein set forth which refer to areas of improvement, setbacks, easements, construction of Improvements, landscaping, fences, walls, and signs, and any such variance shall be evidenced by written instrument executed by Developer. Such variance shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Parcels, and the same shall remain fully enforceable against all Parcels other than the Parcel where such variance is permitted.

ARTICLE 17 **COMMUNITY SERVICES**

17.1 Telecommunications Services. Developer or the Association may enter into an agreement with a third party provider (the "Telecommunications Services Agreement"), including any cable television, telephone, satellite, or security system company, to provide Telecommunications Services to the Parcels upon such terms as the Board may deem to be in the best interests of the Community and the Owners. Any such agreement, including any provision thereof requiring payment by the Association or any Owner for the furnishing of any of the Telecommunications Services pursuant to the agreement, shall be binding upon the Association and the Owners. Except as otherwise provided by the terms of any such agreement, all lines, conduits, wires, amplifiers, towers, antennae, materials, equipment, apparatus, installations, and fixtures installed within the Community by which the Telecommunications Services are furnished to the Parcels shall be owned exclusively by the Person installing same.

17.2 Central Irrigation System. Developer will provide to the Association and the Owners access to water for irrigating the lawns and landscaping within the Community. Provided Developer obtains requisite governmental approvals, Developer may install within the rights-of-way of the Community's private streets and the areas depicted on the Unit 1 Plat as a "Utility Easement" main irrigation water supply lines for the provision of irrigation water to the Community. In such event, Developer will connect the main irrigation water supply lines to one or more pumps for the withdrawal of water from one or more of the Stormwater Management System's lakes or ponds or from one or more wells. Developer may, at its discretion, install one or more wells to augment the water in any lake or pond from which water will be pumped for the provision of irrigation water to the Community. All main irrigation water supply lines, wells, pumps, controllers, and other accessory equipment installed by Developer for the provision of irrigation water to the Community collectively constitute the "Central Irrigation System". All charges to the Association for the supply of water for irrigation of the Common Areas will be included in the Base Expenses. All charges to the Association for the supply of water for irrigation of the Parcels with completed dwellings will be included in the Supplemental Expenses. Developer

or the Association will have the right to establish usage rules, including the establishment of limited timeframes for water usage, and the Association and the Owners must comply with such rules.

ARTICLE 18

SURFACEWATER MANAGEMENT AND WETLANDS

18.1 Surfacewater Management System Facilities. Pursuant to Article 8.3, the Association or the Maintenance Association shall be responsible for maintenance of the entire Surfacewater Management System Facilities, except for on-site stormwater management systems serving only one Parcel. In performing such maintenance, the Association and the Maintenance Association shall comply with the following provisions:

A. The Association or the Maintenance Association shall operate, inspect, and maintain the Surfacewater Management System Facilities (including supplemental littoral zone planting, maintenance of littoral zone vegetation, removal of exotic and nuisance species from littoral zones and wetlands mitigation areas, and periodic dredging and silt removal from stormwater retention areas) in compliance with all applicable regulations of, and permits issued by the City of Venice, Sarasota County, SWFWMD, and other governmental authorities.

B. The Association or the Maintenance Association shall provide all stormwater, hydroperiod, wetland mitigation, littoral zone planting, and wetland planted buffer monitoring data collection and reporting required by the City of Venice, Sarasota County, SWFWMD, or other governmental authorities.

C. Unless otherwise specifically set forth herein, the Association or the Maintenance Association shall maintain all sod, plantings, or other lateral support to prevent erosion of pond embankments within the Community.

D. The Association or the Maintenance Association shall maintain all outfall structures, filters, and skimmers in or on lakes or ponds within the Community to prevent plugging or leakage.

18.2 Developer Rights. Developer shall have the sole right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, and all other areas and apparatus comprising the Surfacewater Management System Facilities. Except with Developer's prior written consent, which consent may be withheld for any reason deemed sufficient by Developer, no Person, including the District, the Association, and the Maintenance Association, may pump or otherwise remove water from any lake or pond now or hereafter existing within or near the Community for the purpose of irrigation or otherwise make any use of such water. Nothing set forth in this Article 18.2 shall be construed to abrogate the responsibility of the District, the Association, and the Maintenance Association under Article 8 and Article 18.1 to operate and maintain the Surfacewater Management System Facilities in compliance with all applicable regulations of the City of Venice, Sarasota County, SWFWMD, and other governmental authorities, nor shall the exercise of Developer's rights under this Article 18.2 materially impede the fulfillment of such responsibility. No Person shall, without the written approval of Developer, swim or consume fish caught within any of the lakes or ponds within the Community; discharge any liquid or material, other than natural drainage, into any portion of the Surfacewater Management System Facilities; or alter, obstruct, or interfere with any portion of the Surfacewater Management System Facilities.

18.3 City of Venice Rights. In the event the District, Association, or Maintenance Association, as applicable, or any successor organization should fail to adequately maintain the Surfacewater Management System Facilities in accordance with the City of Venice standards, the City of Venice shall have the right, but not the obligation, to enter the Community for the purpose of maintaining the Surfacewater Management System Facilities. All expenses incurred by the City of Venice in maintaining the Surfacewater Management System Facilities shall be assessed pro rata against the Parcels and shall be payable by the Owners of the Parcels within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Parcel. The rights of the City of Venice contained in this Article 18.3 shall be in addition to any

other rights the City of Venice may have in regulating the operation and development of the Community, but shall also be subject to any applicable judicial or legislative restrictions.

18.4 SWFWMD Rights. In the event the District, Association, or Maintenance Association, as applicable, or any successor organization should fail to maintain the Surfacewater Management System Facilities in accordance with SWFWMD regulations and permits, SWFWMD shall have the right, but not the obligation, to take enforcement measures, including a civil action for injunctive relief and penalties, against the District, the Maintenance Association, the Association, or successor organization, as applicable, to compel it to correct such failure. If the District, Association, and Maintenance Association cease to exist: (1) the control of, or right of access to, that portion of the Surfacewater Management System Facilities previously maintained by it shall be conveyed or dedicated to an appropriate governmental unit or public utility and, if not accepted, shall be conveyed to a non-profit corporation similar to the Association; and (2) all the Owners shall be jointly and severally responsible for operation and maintenance of such portion of the Surfacewater Management System Facilities in accordance with SWFWMD regulations and permits, unless and until a successor non-profit corporation similar to the Association assumes responsibility for such operation and maintenance.

18.5 SWFWMD. SWFWMD requires the following provisions:

A. No Person shall remove or cause the removal of any cattails or other littoral shelf vegetation established within any pond or lake within the Community. For purposes of this Article 18.5, the term "removal" includes without limitation dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address questions regarding authorized activities within ponds and lakes to SWFWMD's Surface Water Regulation Manager, Sarasota Service Office.

B. No Person may construct or maintain any building, residence, or structure, or undertake or perform any activity, in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the Unit 1 Plat and the approved SWFWMD permit for the Community, unless prior written approval is received from SWFWMD, Sarasota Regulation Department.

C. Wetland buffers shall remain in an undisturbed condition except for the construction and maintenance of approved drainage facilities.

D. No Person shall conduct any construction activities (including digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction) relative to any portion of the Surfacewater Management System Facilities unless prior approval is received from SWFWMD, Sarasota Regulation Department, pursuant to Chapter 40D-4, Florida Administrative Code.

E. If the Community includes a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without the specific written approval of SWFWMD. Furthermore, if the Community includes a wetland mitigation area requiring ongoing monitoring and maintenance, the District shall allocate sufficient funds in its annual budgets for such monitoring and maintenance until SWFWMD determines that the area is successful in accordance with applicable SWFWMD permits.

F. Each property owner within the Community at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with SWFWMD.

ARTICLE 19

RIGHTS OF DEVELOPER

19.1 The District. Until the Final Development Date, the District shall not, without the written consent of Developer, which may be withheld in Developer's sole discretion, alter in any material respect the Surfacewater Management System Facilities or the Water and Sewer System Facilities.

19.2 The Association. Until the Final Development Date, the Association shall not, without the written consent of Developer or its successor or assigns, which may be withheld in Developer's sole discretion, take any of the following actions:

- A. Prohibit or restrict in any manner the sales, marketing, and leasing activities and programs of Developer or an Approved Builder.
- B. Decrease the level of maintenance services performed by the Association pursuant to this Declaration.
- C. Impose any Special Assessment, Individual Assessment, or Fine against Developer or its property.
- D. Impair or interfere with the operation of the Architectural Committee or the exercise of its powers.
- E. Amend this Declaration, the Articles of Incorporation, or the Bylaws.
- F. Terminate or cancel any contracts of the Association entered into prior to the Turnover.
- G. Terminate or waive any rights of the Association under this Declaration.
- H. Convey, lease, or encumber any portion of, or interest in, the Common Areas.
- I. Terminate or cancel any easements granted hereunder or by the Association.
- J. Terminate or impair in any fashion any easements, powers, or rights of Developer hereunder.
- K. Restrict the right of Developer to use, access, and enjoy any property within the Community.
- L. Take any other action impairing, in Developer's sole discretion, the quality of the Community or the health, safety, or welfare of the Owners.

19.3 Common Areas. Developer shall have the right in its sole discretion to permit the use of any portion of the Common Areas by the general public or by such Persons as Developer may designate.

19.4 Development. At the time of recording of this Declaration, development and construction of the Parcels and Improvements in the Community have not been completed. Developer reserves all rights and easements necessary or desirable with respect to the Community to complete such development and construction and to effect the sale or lease of all the Parcels and construction of dwellings thereon. Inasmuch as the completion of such development, construction, sales, and leasing is essential to the establishment and welfare of the Community and the Owners, no Owner shall do anything to interfere with the development, construction, sales, or leasing activities of Developer or an Approved Builder. Without limiting the generality of the foregoing, nothing in this Declaration, the Articles of Incorporation, or the Bylaws shall be construed to:

- A. Prevent Developer from taking whatever steps it determines to be necessary or desirable to effect the completion of the development of the Community, including, without limitation, the alteration of construction plans and designs as Developer deems advisable in the course of such

development (all models, sketches, and artists' representations showing plans for future development of the Community being subject to modification by Developer at any time and from time to time without notice); or

B. Prevent Developer or any Person authorized by Developer from erecting, constructing, and maintaining within the Community such structures as may be reasonably necessary for the development of the Community, the construction of Improvements therein, and the sale and leasing of the Parcels.

Notwithstanding any provision hereof to the contrary, Developer and any Person authorized by Developer shall have the express right to construct, maintain, and carry on such offices, structures, facilities, and activities within the Community as, in the sole opinion of Developer, may be reasonably necessary, convenient, or appropriate to the construction of Improvements or sale or leasing of Parcels, including, but not limited to, administrative offices, field construction offices, construction storage facilities, parking facilities, signs, model homes, and sales offices. The right to construct, maintain, and carry on such facilities and activities shall specifically include the right to use any property owned by Developer or the Association as administrative offices, sales offices, and models.

19.5 Association Control. Developer hereby reserves the right to appoint, remove, and replace from time to time the directors of the Association in accordance with the provisions of the Articles of Incorporation and Bylaws. Developer may terminate such right by relinquishing control of the election of directors to the Owners at any time.

19.6 Toscana Isles Name. No Person shall use the term "Toscana Isles" or any derivative thereof in any printed or promotional material without the prior written consent of Developer. However, Owners may use the term "Toscana Isles" in printed or promotional matter where such term is used solely to specify that the Owner's Parcel is located within the Community, and the District and the Association shall be entitled to use the term "Toscana Isles" in their names.

19.7 Water Rights. Developer hereby reserves all riparian and subsurface water rights pertaining to property within the Community, including the sole right to drill, install, and operate wells within the Community and the sole right to control use of the submerged lands and waters adjoining the Community. Pursuant to its reserved riparian rights, Developer shall have the right to construct boat slips, boat docks, boat lifts, fishing piers, boardwalks, and other similar facilities and the right to lease, license, or sell the use of any such facilities, subject solely to any required governmental approvals.

19.8 Assignment. Developer may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations, and privileges reserved hereunder to the District, the Association, the Maintenance Association, or any other Persons.

19.9 Exercise of Rights. The rights of Developer enumerated in this Article 19 or elsewhere in this Declaration are for the benefit of Developer and may be exercised, enforced, waived, released, or assigned, in whole or in part, in Developer's sole discretion. No Person shall have any cause of action against Developer on account of its exercise, enforcement, waiver, release, or assignment, in whole or in part, of any of such rights or on account of its failure to exercise or enforce any of such rights. Such rights may be enforced by Developer by suit for money damages, injunctive relief, or other relief allowed by law. In any such suit in which Developer is the prevailing party, Developer shall be entitled to recover its costs and Attorney's Fees.

ARTICLE 20

RIGHTS OF INSTITUTIONAL MORTGAGEES

The termination of the provisions of this Declaration by vote or approval of the Owners pursuant to Article 23.2 and any amendments to the provisions of this Declaration pursuant to Article 24 materially and adversely affecting the rights or interests of Institutional Mortgagees shall require the written consent of

Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees. Such consent shall not be unreasonably withheld.

ARTICLE 21 **EASEMENTS**

21.1 Grants and Reservations. The respective rights and obligations of the Owners, the District, the Association, the Maintenance Association, Developer, and others concerning easements affecting the Community shall include the following:

A. Platted Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are shown on the Unit 1 Plat. Easements described on the Unit 1 Plat as "Private" shall be for the benefit of the District and the Association unless otherwise identified. No dwelling, structure, planting, or other materials shall be placed or permitted to remain within these easement areas which may impair the intended use thereof, including without limitation changing the direction or flow of the drainage channels in the easement areas or obstructing or retarding the flow of water through the drainage channels in the easement areas.

B. Reserved by Developer. Developer hereby reserves for the benefit of itself, its successors and assigns, perpetual easements in gross for the installation, construction, repair, maintenance, and replacement: (1) of roads, walkways, bicycle paths, trails, boardwalks, platforms, walls, signs, lighting, landscaping, wells, irrigation lines, and related equipment and facilities over, under, and across the District Property, the Common Areas, and all utility and drainage easement areas shown or described on the Unit 1 Plat; and (2) of lines, pipes, wells, drains, cables, equipment, apparatus, structures, and other Improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, and across the District Property, the Common Areas, and all utility and drainage easement areas shown or described on the Plat. Developer may assign and convey any of the foregoing easements to such Persons as Developer may deem appropriate for the use of such Persons as may be designated by Developer and upon such terms as may be established by Developer.

C. Granted to Utilities. There is hereby granted to all public and private utility companies furnishing utility services to the Community as of the time of recording of this Declaration or hereafter authorized by Developer or the Association to furnish such services a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other Improvements by which such utility services are respectively provided over, under, across, and through such portion of the Community as may be reasonably necessary therefor.

D. Granted to Telecommunications Services Providers. There is hereby granted to each Person providing Telecommunications Services to the Parcels pursuant to Article 17.1 a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of all lines, conduits, wires, amplifiers, towers, antennae, materials, equipment, apparatus, installations, and fixtures by which such Telecommunications Services are provided over, under, across, and through such portion of the Community as may be reasonably necessary therefor.

E. Granted to Owners. There is hereby granted to each Owner a perpetual nonexclusive easement over that portion of the right-of-way of the Community Roads lying between the pavement edge and the boundary line of such Owner's Parcel for the construction, installation, maintenance, repair, and replacement of a mailbox and driveway and such landscaping and other Improvements as may be approved by the Architectural Committee.

F. Granted to and by the Association and the Maintenance Association. There is hereby granted to the Association and the Maintenance Association: (1) a perpetual nonexclusive access easement across each Parcel (exclusive of the interior of Parcel Improvements) for the purpose of maintaining the Common Areas and other Improvements that the Association and the Maintenance Association are obligated to maintain; and (2) a perpetual nonexclusive easement across the Common

Area Tracts for the purpose of maintaining all sod lying between the boundary line of any Parcel and an adjacent stormwater retention lake or pond. The Association and the Maintenance Association shall have the right to grant easements under, over, across, and through the Community to such Persons and for such purposes as the Board may deem appropriate. Such easements shall be evidenced by instruments duly executed by the president or vice president of the Association or the Maintenance Association and recorded in the Public Records.

G. Granted to and by the District. There is hereby granted to the District a perpetual nonexclusive access easement across each Parcel (exclusive of the interior of Parcel Improvements) for the purpose of maintaining the District Property and other Improvements that the District is obligated to maintain. The District shall have the right to grant easements under, over, across, and through the District Property to such Persons and for such purposes as the District may deem appropriate. Such easements shall be evidenced by instruments duly executed by the chair of the District, or by such other Person as may be so authorized by the board of supervisors of the District, and recorded in the Public Records.

21.2 Disturbances. The use of any easement granted under the provisions of Article 21.1 shall not include the right to disturb any building or structure within the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a Person's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, the roadways, grass, landscaping, and other Improvements which are disturbed shall be restored promptly by such Person as nearly as possible to their prior condition.

ARTICLE 22

REMEDIES

22.1 Compliance by Owners. Each Owner shall comply, and shall cause the Owner's family, guests, tenants, and invitees to comply, with the restrictions and covenants set forth in this Declaration. Each Owner shall further comply, and shall cause the Owner's family, guests, tenants, and invitees to comply, with the Architectural Criteria, the Community Standards, and the Rules and Regulations.

22.2 Enforcement. Upon failure of an Owner to comply with the provisions of Article 22.1, the Association and Developer shall each be entitled to exercise all rights and remedies provided by the terms of this Declaration and, in addition, to commence an action against the Owner for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action in which the Association or Developer is the prevailing party, the Association or Developer, as applicable, shall be entitled to recover its costs and Attorney's Fees.

22.3 Fines. Upon failure of an Owner to comply with the provisions of Article 22.1, the Association may, in the sole discretion of the Board and in addition to all other remedies to which the Association may be entitled pursuant to Article 22.2, assess an amount (a "Fine") against the Owner pursuant to the following provisions:

A. Notice. The Association shall afford an opportunity for hearing to the Owner, after notice of not less than 14 days. The notice shall include a statement of the date, time, and place of the hearing and a statement of the matters allegedly constituting a violation of Article 22.1.

B. Hearing. The hearing shall be conducted by the Board or by such other panel as may be required by law. At the hearing, the Owner shall have the opportunity to review, challenge, and respond to any material considered by the Board or hearing panel; to present evidence; and to provide written and oral argument on all issues involved. If the hearing is conducted by a panel, a minimum of three panel members shall constitute a quorum to conduct the hearing, and the action of a majority of the panel members present at the hearing shall constitute the action of the hearing panel.

C. Amount. The Association may impose a Fine not in excess of \$100 per day (or such greater amount as may be permitted by controlling law) from the date of the Owner's violation of the

provisions of Article 22.1 until such violation ceases. There shall be no limit on the aggregate amount of any Fine.

D. Individual Assessments. Any Fine levied by the Association against an Owner shall be included in the Individual Expenses applicable to such Owner's Parcel and shall be assessed as an Individual Assessment in accordance with the provisions of Article 10.4.

E. Application of Fines. All proceeds received by the Association from Fines shall be applied to the payment of the Common Expenses.

F. Nonexclusive Remedy. Fines shall not be construed as an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be legally entitled; however, any Fine paid by an Owner shall be deducted or offset against any damages that the Association may otherwise be entitled to recover from such Owner.

G. Governing Law. The right of the Association to impose Fines and secure the imposition of Fines by liens, the procedures applicable to the imposition of Fines, and the amount of Fines shall be subject to the provisions of controlling law.

22.4 Association Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the affirmative vote of the Class A members holding at least 75 percent of the total Class A voting membership rights. Such approval shall not be required, however, with respect to any of the following:

A. Actions brought by the Association against Persons other than Developer to enforce the provisions of this Declaration, the Articles of Incorporation, or the Bylaws.

B. Actions brought by the Association against Persons other than Developer for the collection of Assessments.

C. Actions or proceedings involving challenges to ad valorem taxation.

D. Counterclaims brought by the Association in proceedings instituted against it.

This Article 22.4 shall not be amended unless such amendment is made by Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to commence or prosecute proceedings as provided above.

22.5 Mediation. No Owner or other Person bound by this Declaration shall commence or prosecute any judicial or administrative proceeding against the Association or Developer involving any matter related to this Declaration, the Articles of Incorporation, the Bylaws, the Community, any property or Improvements within the Community, or rights or interest therein, without first submitting the issue to which such proceeding relates to non-binding mediation in accordance with the following provisions:

A. If the issue involves a matter described in Section 720.311(2)(a), Florida Statutes, the mediation shall be conducted pursuant to the provisions of that Section.

B. If the issue does not involve a matter described in Section 720.311(2)(a), Florida Statutes, and if agreed to by the Association or Developer, respectively, the mediation shall be conducted through the Citizens Dispute Settlement Center for the Twelfth Judicial Circuit for the State of Florida pursuant to Section 44.201, Florida Statutes.

C. In all other cases, the mediation shall be conducted in accordance with Rule 1.700 et. seq. of the Florida Rules of Civil Procedure; provided, however, that mediation in accordance with such rules may be initiated through a mediator agreed upon by the parties without order of court. If the parties

cannot agree upon a mediator, then either party may move the court to name a mediator and initiate mediation pursuant to such rules.

D. The requirement for mediation of a claim against the Association or Developer may be waived by the Association or Developer, respectively.

ARTICLE 23

DURATION

23.1 Covenants to Run with the Title to the Land. The provisions of this Declaration, as amended from time to time as herein provided, shall be deemed to run with the title to all the property in the Community and shall remain in full force and effect until terminated in accordance with the provisions of Article 23.2 or otherwise according to the laws of the State of Florida.

23.2 Term. The provisions of this Declaration shall be binding upon all Owners and shall continue in full force and effect for a term of 50 years from the date this Declaration is recorded in the Public Records, after which time the provisions of this Declaration shall be deemed to be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (a) Owners holding at least two-thirds of the total votes of the Association membership approve the termination of the provisions of this Declaration, and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records.

ARTICLE 24

AMENDMENTS

This Declaration may be amended at any time and from time to time upon: (a) the approval of the Class A members holding at least two-thirds of the Class A membership voting rights, and (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Association certifying that such approval has been obtained; provided, however, that no amendment shall be effective prior to the Final Development Date without Developer's express written joinder and consent. This Declaration may also be amended by Developer alone at any time prior to the Turnover by the recording in the Public Records of an instrument for that purpose executed by Developer. Notwithstanding the foregoing: (a) no amendment to Article 20 shall be effective without the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees; (b) no amendment materially and adversely affecting the rights or interests of Developer as set forth herein shall be effective without the written consent of Developer; (c) no amendment materially and adversely affecting the rights or interests of the City of Venice as set forth herein shall be effective without the written consent of the City of Venice; (d) no amendment materially and adversely affecting the rights or interests of Sarasota County as set forth herein, including without limitation the right of entry on the Common Areas, shall be effective without the written consent of Sarasota County; and (e) no amendment affecting the Surfacewater Management System Facilities shall be effective without the written consent of SWFWMD. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

ARTICLE 25
MISCELLANEOUS

25.1 Governing Law. The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Sarasota County, Florida.

25.2 Notices. Any notice authorized or required to be given to any Owner under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when personally delivered or when mailed, postage prepaid, to the last known address of the Person who appears as the Owner on the records of the Association at the time of such mailing. Any notice authorized or required to be given to the Association under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when personally delivered or when mailed by certified mail (postage prepaid), return receipt requested, to the address of the Association's principal office at the time of such mailing.

25.3 Waiver. Failure of Developer or the Association to insist upon strict performance of any provision of this Declaration with respect to any Owner or property in the Community shall not be deemed to be a waiver of such provision as to such Owner or property unless Developer or the Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Declaration by Developer or the Association with respect to any Owner or property in the Community shall not constitute a waiver of such provision as to any other Owner or property.

25.4 Individual Liability. The obligations of Developer arising out of this Declaration or under any other instrument are corporate obligations and do not extend to the members, managers, employees, officers, directors, or shareholders of Developer. Such members, managers, employees, officers, directors, and shareholders shall have no individual liability in any action brought, or for any claim asserted, by the District, by the Association, or by any Owner in connection with the construction, development, sale, maintenance, management, or operation of any Parcel or other property or Improvements within the Community.

25.5 Invalidation. The invalidation of any provision of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

25.6 Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. Titles of Articles, paragraphs, and subparagraphs of this Declaration are for convenience only and neither limit nor amplify the provisions of this Declaration.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name as of the date first above written.

WITNESSES:

Alyssa Carroll
Signature of Witness
Alyssa Carroll
Print Name of Witness
Carolyn Castaldo
Signature of Witness
Carolyn Castaldo
Print Name of Witness

LALP DEVELOPMENT, LLC

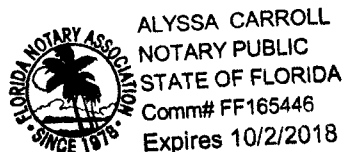
By: Vanguard Realtors, LLC, a Florida limited liability company, as its Manager

[Signature]
By: John R. Peshkin, as Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24th day of July, 2015 by John R. Peshkin, as Manager of Vanguard Realtors, LLC, a Florida limited liability company and Manager of **LALP DEVELOPMENT, LLC**, a Florida limited liability company, on behalf of the companies. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Alyssa Carroll
Signature of Notary Public
Alyssa Carroll
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 10/2/2018.

CONSENT OF DISTRICT

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT, a Community Development District organized under the laws of the State of Florida (the "District"), hereby consents to the foregoing Declaration of Covenants, Conditions, Easements, and Restrictions of Toscana Isles and agrees to the provisions thereof and the obligations imposed upon the District therein.

IN WITNESS WHEREOF, the District has caused this Consent to be executed in its name by its duly authorized officer this 24th day of July 2015.

WITNESSES:

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Alyssa Carroll
Signature of Witness
Alyssa Carroll
Print Name of Witness

SHays
By: Samantha P. Hays
As its Chairman

Carolyn Castaldo
Signature of Witness
Carolyn Castaldo
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24th day of July 2015 by Samantha P. Hays, as Chairman of **TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, on behalf of the District. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



ALYSSA CARROLL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF165446
Expires 10/2/2018

Alyssa Carroll
Signature of Notary Public
Alyssa Carroll
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 10/2/2018.

CONSENT OF MAINTENANCE ASSOCIATION

TOSCANA ISLES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit (the "Maintenance Association"), hereby consents to the foregoing Declaration of Covenants, Conditions, Easements, and Restrictions of Toscana Isles and agrees to the provisions thereof and the obligations imposed upon the Maintenance Association therein.

IN WITNESS WHEREOF, the Maintenance Association has caused this Consent to be executed in its name by its duly authorized officer this 24th day of July 2015.

WITNESSES:

TOSCANA ISLES COMMUNITY ASSOCIATION, INC.

Alyssa Carroll
Signature of Witness
Alyssa Carroll
Print Name of Witness

[Signature]
By: John R. Peshkin
As its President

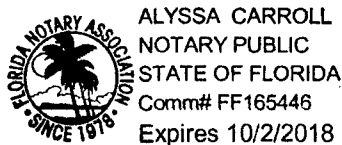
Carolyn Castaldo
Signature of Witness
Carolyn Castaldo
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared John R. Peshkin as President of **TOSCANA ISLES COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit, to me known to be the person described in and who executed the foregoing instrument, and she acknowledged that she executed the foregoing instrument for and on behalf of the corporation as such officer for the purposes therein expressed and that she was duly authorized by the corporation to do so.

WITNESS my hand and official seal in the state and county named above this 24th day of July 2015.

(Notary Seal)



Alyssa Carroll
Signature of Notary Public
Alyssa Carroll
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 10/2/2018

CONSENT OF ASSOCIATION

TOSCANA ISLES MASTER ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), hereby consents to the foregoing Declaration of Covenants, Conditions, Easements, and Restrictions of Toscana Isles and agrees to the provisions thereof and the obligations imposed upon the Association therein.

IN WITNESS WHEREOF, the Association has caused this Consent to be executed in its name by its duly authorized officer this 24 day of July 2015.

WITNESSES:

TOSCANA ISLES MASTER ASSOCIATION, INC.

Carolyn Castaldo

Signature of Witness

Carolyn Castaldo

Print Name of Witness

Clive Barnett

Signature of Witness

CLIVE BARNETT

Print Name of Witness

S. Hays

By: Samantha P. Hays

As its President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared Samantha Hays, as President of **TOSCANA ISLES MASTER ASSOCIATION, INC.**, a Florida corporation not for profit, to me known to be the person described in and who executed the foregoing instrument, and she acknowledged that she executed the foregoing instrument for and on behalf of the corporation as such officer for the purposes therein expressed and that she was duly authorized by the corporation to do so.

WITNESS my hand and official seal in the state and county named above this 24 day of July 2015.

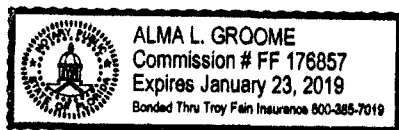
(Notary Seal)

Alma L. Groome

Signature of Notary Public

Alma L. Groome

Print Name of Notary Public



I am a Notary Public of the State of Florida, and my commission expires on 1-23-2019

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TOSCANA ISLES MASTER ASSOCIATION, INC.
(A Corporation Not For Profit)

The Articles of Incorporation of Toscana Isles Master Association, Inc., a Florida corporation not for profit, were amended and restated by the directors of the corporation on July 23, 2015, striking the Articles of Incorporation currently on file with the Florida Department of State in their entirety and substituting in their place the following:

ARTICLE 1
NAME AND ADDRESS OF CORPORATION

The name of this corporation shall be:

TOSCANA ISLES MASTER ASSOCIATION, INC.

hereinafter in these Articles of Incorporation referred to as the "Association." The current principal office and mailing address of the Association is 7350 Point of Rocks Road, Sarasota, Florida 34242.

ARTICLE 2
PURPOSES

2.1 General Purposes. The Association is organized for the purpose of promoting the health, safety, and social welfare of the owners of Parcels within the community in Sarasota County, Florida, known as "Toscana Isles" (the "Community"), which is being developed by LALP Development, LLC, a Florida limited liability company ("Developer"), and performing all duties assigned to the Association under the provisions of the "Declaration of Covenants, Conditions, Easements, and Restrictions for Toscana Isles" (the "Declaration") to be recorded in the Public Records of Sarasota County, Florida.

2.2 Specific Purposes. The purposes of the Association shall include the following:

- A. To operate, maintain, manage, improve, and administer the use of the Common Areas, and other portions of the Community, to the extent set forth in the Declaration.
- B. To perform all duties and obligations assigned to the Association by the terms of the Declaration.
- C. To take such other action as may be deemed appropriate by the Board of Directors to promote the health, safety, and social welfare of the Owners.
- D. To operate without profit and for the sole and exclusive benefit of its members.

2.3 Construction. All capitalized words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration. In the event of any conflict between the provisions of these Articles of Incorporation and the provisions of the Declaration, the provisions of the Declaration shall control.

ARTICLE 3
GENERAL POWERS

3.1 General Powers. The Association shall have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

3.2 Specific Powers. The powers of the Association shall include the following:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell, or otherwise dispose of, any real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish budgets and to fix Assessments to be levied against Parcels in the Community pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including reasonable contingency funds for ensuing years and reasonable annual reserves for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Parcel in the Community for delinquent and unpaid Assessments and to bring suit for the foreclosure of such liens or otherwise enforce the collection of such Assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association, all in accordance with the provisions of the Declaration.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the ministerial functions of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such charges are deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

I. To borrow money for the acquisition of property or for any other lawful purpose of the Association, and to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for borrowed monies, and to secure the payment of any such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Association wherever situated.

J. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration.

K. To exercise all powers conferred upon the Association by the Declaration, subject to all limitations and obligations imposed upon the Association by the terms thereof.

ARTICLE 4
MEMBERS

4.1 Classes of Members. The Association shall have two classes of members, comprised as follows:

A. Class A Members. Class A members shall be all Owners of Parcels in the Community. Such Owners shall automatically become Class A members upon acquiring the fee simple title to their respective Parcel.

B. Class B Member. The Class B member shall be Developer, any successor to or legal representative of Developer, or any Person to whom all rights of Developer under the Declaration or these Articles of Incorporation are hereafter assigned pursuant to written instrument recorded in the Public Records.

4.2 Termination of Membership. The Class B membership shall automatically terminate on the date of the "turnover" meeting described in Article 6.2, after which time the Association membership shall be comprised solely of Class A members. The membership of any Class A member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's Parcel, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more Parcels as long as such member continues to own at least one Parcel.

4.3 Membership Appurtenant to Parcel Ownership. The interest of any Class A member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Parcel that is the basis of his membership in the Association.

4.4 List of Members. The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes a Class A member of the Association, it shall be such party's duty and obligation to so inform the Secretary in writing, giving his name, mailing address, and legal description of his Parcel; provided, however, that any notice given to or vote accepted from the prior Owner of such member's Parcel before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in membership.

ARTICLE 5

VOTING

The voting rights of the members of the Association shall be as set forth in the Declaration.

ARTICLE 6

BOARD OF DIRECTORS

6.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three Directors.

6.2 Appointment and Election. All Directors shall be appointed by the Class B member until the annual meeting of members in the year 2025. Commencing with such annual meeting and continuing thereafter until the "turnover" meeting of members, the Class B member shall have the right to appoint a majority of the Directors, and the remaining Directors shall be elected by the Class A members. Commencing with the "turnover" meeting, all Directors shall be elected by the Class A members. As used herein, the "turnover" meeting means the first annual or special meeting of members following the earlier of the following two dates: (a) date which is three months after 90 percent of the Parcels that will ultimately be included in the Community have been conveyed to Class A members; or (b) the date on which the Class B member, by written notice to the Association, relinquishes its right to appoint a majority of the Directors.

6.3 Election Procedures. Elections of Directors shall be by plurality vote.

6.4 Qualification and Term. Until the "turnover" meeting, Directors need not be members of the Association. Commencing with the "turnover" meeting, Directors must be a member of the Association.

Directors appointed by the Class B member shall not serve fixed terms, but shall serve at the pleasure of the Class B member. Except as may be otherwise required by the terms of Article 6.2, Directors elected by the Class A members shall be elected at the annual meeting of members, and their term shall expire at the next succeeding annual meeting of members.

6.5 Removal. Any elected Director may be removed from office with or without cause only by vote of Class A members representing a majority of the Association's Class A membership voting rights. Any Director appointed by the Class B member may be removed and replaced with or without cause by the Class B member, in the Class B member's sole discretion.

6.6 Current Board. The names and addresses of the persons constituting the current Board of Directors are as follows:

Samantha Hays	-	7350 Point of Rocks Road Sarasota, Florida 34242
Alyssa Carroll	-	7350 Point of Rocks Road Sarasota, Florida 34242
Brian Watson	-	7350 Point of Rocks Road Sarasota, Florida 34242

ARTICLE 7 **OFFICERS**

7.1 Number, Qualification, and Term. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected at the annual meeting of the Board of Directors, and their term shall expire at the next succeeding annual meeting of the Board of Directors.

7.2 Current Officers. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

Samantha Hays 7350 Point of Rocks Road Sarasota, Florida 34242	-	President
Alyssa Carroll 7350 Point of Rocks Road Sarasota, Florida 34242	-	Vice President
Brian Watson 7350 Point of Rocks Road Sarasota, Florida 34242	-	Secretary
Brian Watson 7350 Point of Rocks Road Sarasota, Florida 34242	-	Treasurer

ARTICLE 8
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE 9
BYLAWS

The Board of Directors of the Association shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered, amended, or repealed by a majority vote of the Directors in the manner provided by such Bylaws. No amendment to the Bylaws prior to the "turnover" meeting, however, shall be effective without the written consent of the Class B member.

ARTICLE 10
AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be altered, amended, or repealed by the affirmative vote of a majority of the Board of Directors. No amendment to these Articles of Incorporation prior to the "turnover" meeting, however, shall be effective without the written consent of the Class B member.

ARTICLE 11
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 200 South Orange Avenue, Sarasota, Florida 34236, and the registered agent at such address shall be Cross Street Corporate Services, LLC, a Florida limited liability company. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE 12
BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by Assessments levied against its members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of these Articles of Incorporation and the Association's Bylaws. Pursuant to the Declaration, the Board of Directors shall annually adopt budgets for the operation of the Association for the ensuing fiscal year and for the purpose of levying Assessments against the Parcels, which budgets shall be conclusive and binding upon all members; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budgets.

ARTICLE 13
INCORPORATOR

The name and street address of the incorporator of the Association was as follows:

Samantha Hays

7350 Point of Rocks Road
Sarasota, FL 34242

ARTICLE 14
INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to

any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

ARTICLE 15
DISSOLUTION OF THE ASSOCIATION

15.1 Dissolution. Upon expiration of the term of the Declaration, the Association may be dissolved upon a resolution to that effect being approved by the holders of two-thirds of the members of the Board of Directors and upon compliance with any applicable laws then in effect.

15.2 Distribution of Assets. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

A. Any Common Areas owned by the Association shall be conveyed to an appropriate agency of local government, provided such agency is willing to accept the conveyance. If no such agency is willing to accept the conveyance, then the common areas shall be dedicated to such other entity as may be approved by City of Venice.

B. Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Parcels pro rata to the number of Assessment Shares allocated to such Parcels, and the share of each Parcel shall be distributed to the then Owner thereof.

ARTICLE 16
BINDING EFFECT

The provisions hereof shall bind and inure to the benefit of the members and their respective successors and assigns.

CERTIFICATE

Toscana Isles Master Association, Inc., a Florida corporation not for profit, does hereby certify that the foregoing amendment was approved on July 23, 2015, by resolution of the Board of Directors of the Association, and that approval of such amendment by the members of the Association is not required.

IN WITNESS WHEREOF, the Association has caused these Amended and Restated Articles of Incorporation to be executed this 23 day of July 2015.

**TOSCANA ISLES MASTER ASSOCIATION,
INC.**

By: S. Hays
Samantha Hays
As its President

ACCEPTANCE BY REGISTERED AGENT

Having been appointed Registered Agent for the above corporation, I hereby accept such appointment. I further certify that I am familiar with, and accept, the obligations of that position as provided by Florida Statutes.

Cross Street Corporate Services, LLC,
a Florida limited liability company

By: _____

Christa L. Folkers

As its Vice President

EXHIBIT "B"
BYLAWS
OF
TOSCANA ISLES MASTER ASSOCIATION, INC.

ARTICLE 1
IDENTITY AND DEFINITIONS

Toscana Isles Master Association, Inc., a Florida corporation not for profit (the "Association"), has been organized for the purpose of promoting the health, safety, and social welfare of the owners of parcels within the community in Sarasota County, Florida, known as "Toscana Isles" (the "Community") and performing all duties assigned to it under the provisions of the "Declaration of Covenants, Conditions, Easements, and Restrictions for Toscana Isles" (the "Declaration") to be recorded in the Public Records of Sarasota County, Florida. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions, and authorizations contained in the Declaration. All words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration.

ARTICLE 2
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 7350 Point of Rocks Road, Sarasota, FL 34242, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE 3
MEMBERSHIP, VOTING, QUORUM AND PROXIES

3.1 Membership and Voting. The qualification and classification of members, the voting rights of members, and the manner of their admission to membership and termination of such membership shall be governed by the provisions of Article 4 and Article 5 of the Association's Articles of Incorporation, as supplemented by the provisions of these Bylaws.

3.2 Quorum. A quorum at any meeting of the Association's members shall consist of Class A members entitled to cast votes representing at least twenty-nine percent of the total votes of the Association's Class A members as determined in the manner set forth in Article 2.3 of the Declaration.

3.3 Proxies. Votes may be cast in person, by proxy, or by written ballot. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

3.4 Joint Ownership. Where an individual Parcel is owned by more than one person, the vote to which such Parcel is entitled may be cast by any of the joint owners; provided, however, that if more than one of the joint owners cast the vote to which their Parcel is entitled, the vote shall be apportioned equally among such of the joint owners as cast the vote.

3.5 Record Date. The number of votes to which any Class A member is entitled at any meeting of members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than 60 days or less than 10 days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of members, the record date for such meeting shall be the date of the notice of such meeting. The determination of the number of votes to which any Class A member is entitled as of the record date shall be final, and no conveyance or acquisition of any Parcel arising after such record date shall be taken into consideration in determining the number of votes to which such member is entitled at such meeting.

3.6 Required Vote. Except as otherwise provided by law or by the provisions of the Articles of Incorporation, these Bylaws, or the Declaration, the affirmative vote of Class A members representing a majority of the Class A membership voting rights (as determined pursuant to Article 5.3 of the Declaration) represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

ARTICLE 4 **ANNUAL AND SPECIAL MEETINGS OF MEMBERS**

4.1 Annual Meeting. An annual meeting of the membership of the Association shall be held each year during November or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

4.2 Special Meetings. Special meetings of the members of the Association shall be held whenever called by the President, by a majority of the Board of Directors, or by members entitled to cast votes representing at least 20 percent of the total votes of the Association membership as determined in the manner set forth in Article 5.3 of the Declaration.

4.3 Notices. Written notice of all members' meetings, annual or special, shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall state the time and place of the meeting and the purpose for which the meeting is called and shall be given not less than 14 days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed with the Association's minutes of meetings. Any member may, by written waiver signed by such member, waive such notice, and such waiver, when filed with the Association's minutes of meetings (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such member.

4.4 Lack of Quorum. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required by the terms of the Articles of Incorporation, these Bylaws, or the Declaration, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.5 Presiding Officer. At meetings of the membership, the President, or in his absence the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

ARTICLE 5 **BOARD OF DIRECTORS**

5.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors may be changed from time to time by resolution of the Board of Directors, but may never be less than three.

5.2 Quorum. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board of Directors, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

5.3 Vacancies. Any vacancy occurring on the Board of Directors due to a Director's death, resignation, or removal shall be filled by the Board of Directors, except that the Class B member shall fill any vacancy created by the death, resignation, or removal of any Director appointed by the Class B member. A

Director appointed to fill a vacancy, whether by the Board of Directors or the Class B member, shall serve for the unexpired term of his predecessor in office.

ARTICLE 6

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Powers. The Board of Directors shall have power:

- A. To call meetings of the members.
- B. To appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or Director of the Association in any capacity whatsoever.
- C. To establish, levy, and collect the Assessments necessary to operate the Association, carry on its activities, and pay the Association Expenses and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- D. To adopt and publish rules and regulations governing and restricting the use and maintenance of the Community (or any part thereof or improvements thereon) and the personal conduct of the members and their guests within the Community.
- E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- F. To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.
- G. To enforce by appropriate legal means the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.
- H. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to the members by the terms of the Declaration or the Articles of Incorporation.

6.2 Duties. It shall be the duty of the Board of Directors:

- A. To cause to be kept a complete record of all its acts and corporate affairs.
- B. To supervise all officers, agents, and employees of the Association and to see that their duties are properly performed.
- C. With reference to Assessments of the Association:
 - (1) To fix the amount of the Assessments against the members for each fiscal year in accordance with the provisions of the Declaration;
 - (2) To prepare a roster of the members and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any member; and
 - (3) To send written notice of each Assessment to each member entitled thereto.
- D. To make payment of all ad valorem taxes assessed against property of the Association, real or personal.

E. To pay all expenses incurred by the Association pursuant to the Declaration for repairs, maintenance, services, insurance, and other operating expenses.

F. To ensure that all obligations of the Association under the Declaration are performed.

G. To enforce by appropriate legal means the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

ARTICLE 7

MEETINGS OF DIRECTORS

7.1 Annual Meeting. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.

7.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

7.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors.

7.4 Notices. Notice of regular or special meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegram, at least seven days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived. Notices of meetings of the Board of Directors shall also be given to the members of the Association as and if required by Florida law.

7.5 Consents. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents, or approvals shall be filed with the Association's minutes of meetings.

ARTICLE 8

OFFICERS

8.1 Number. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

8.2 Election. All the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. New offices may be created and filled at any meeting of the Board of Directors.

8.3 Vacancies. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

8.4 Removal. All officers shall hold office at the pleasure of the Board of Directors. If an officer is removed by the Board of Directors, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

8.5 President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all leases, notes, mortgages, deeds, and other written instruments on behalf of the Association.

8.6 Vice President. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

8.7 Secretary. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall maintain a record of the names of all members of the Association, together with their addresses as registered by such members.

8.8 Treasurer. The Treasurer shall receive and deposit in appropriate institutional accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budgets adopted by the Board of Directors. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare annual budgets, statements of receipts and disbursements, and balance sheets, and the same shall be available for inspection upon reasonable request of a member.

ARTICLE 9

FISCAL MANAGEMENT

9.1 General. The Board of Directors shall conduct the fiscal management of the Association in accordance with the provisions of the Declaration and the Articles of Incorporation.

9.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

9.3 Budgets. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy any Special Assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

9.4 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 of Directors. The Board of Directors may authorize the pledge and assignment of the Assessments and the lien rights of the Association as security for the repayment of such loans.

9.5 Monetary Instruments. All checks, drafts, notes, and other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, or such agent or agents, of the Association, and in such manner, as shall from time to time be determined by resolution of the Board of Directors.

9.6 Deposit of Funds. All funds of the Association shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

9.7 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any person handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

ARTICLE 10

OFFICIAL SEAL

The Association shall have an official seal, which shall be circular in form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE 11
BOOKS AND RECORDS

The books, records, and other papers of the Association shall be available at the Association's office and shall be subject to inspection by any of the Association members during regular business hours.

ARTICLE 12
AMENDMENTS

These Bylaws may be altered, amended, or repealed by a vote of Owners holding at least two-thirds of the total votes of the Association membership. Any proposed alteration, amendment, or repeal shall be contained in the notice of the meeting at which it will be considered. Notwithstanding the foregoing, prior to Turnover these Bylaws may be altered, amended, or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors and the written consent of the Class B member.