

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
Arcata del Sol Owners Association, Inc.**

Arcata del Sol, LLC, a Florida Limited Liability company ("Developer"), whose address is 333 S. Tamiami Trail, Suite 205, Venice, Florida 34285, being the Contract Purchaser of all of that certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"), does hereby declare that the Property and all parts thereof are subject to the restrictions set forth below which shall be deemed to be covenants running with the land, and imposed on and intended to benefit and burden each Lot within the Property in order to maintain within the Property a residential area of high standard.

**ARTICLE I
DEFINITIONS**

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association, as attached hereto as Exhibit "B", including any and all amendments or modifications thereof.

1.2 "Association" shall mean and refer to Arcata del Sol Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.3 "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.

1.4 "Bylaws" shall mean and refer to the Bylaws of the Association, as attached hereto as Exhibit "C", including any and all amendments or modifications thereof.

1.5 "Common Area" or "Common Areas" shall mean the Surface Water Management System facilities, and all portions of the Property (including access road, automatic entry gates if any, signs, and all other improvements and landscaping thereon, if any) now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.6 "Developer" shall refer to Arcata del Sol, LLC, a Florida Limited Liability company, and its successors in interest, if such successors should acquire more than one undeveloped Lot from the Developer for the purpose of development, and provided some or all of Developer's rights hereunder are specifically assigned to such successors in interest. Developer's rights hereunder may be assigned in whole or in part and on an exclusive or nonexclusive basis, at the option of Developer.

1.7 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Arcata del Sol as modified and amended from time to time.

1.8 "Dwelling" shall mean and refer to each and every detached single-family dwelling unit, or attached single-family dwelling unit attached to a party wall and constructed on any one Lot.

1.9 "License Agreement" shall mean the agreement by and between the City of Venice and Arcata Del Sol, LLC, dated September 10, 2019, recorded in Instrument Number 2019134303, Public Records of Sarasota County, Florida, which concerns the drainage swale to be constructed in public property along the Property's southern boundary. The License Agreement is attached hereto as Exhibit "1-A."

1.10 "Lot" shall mean and refer to any plot of land shown on any recorded plat or subdivision map of the Property or any part thereof, with the exception of Common Areas or areas deeded to a governmental authority or utility, if any.

1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer for so long as the Developer shall be the Contract Purchaser to any Lot, provided that the rights of Developer hereunder shall take precedence over any restrictions imposed hereunder upon Owners.

1.12 "Property" shall mean that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, if any.

1.13 "Surface Water Management System" shall mean that portion of the Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, vaults, and the like, and easements, used in connection with the retention, drainage and control of surface water, including but not by way of limitation, that portion of the Property subject to the jurisdiction of the Southwest Florida Water Management District ("SWFWMD") and the Sarasota County Natural Sciences Division.

This definition shall include the drainage swale constructed in public property, the 20-foot wide alley located along the southern boundary of the Property, which is subject to the License Agreement by and between the City of Venice and Arcata Del Sol, LLC, dated September 10, 2019, recorded in Instrument Number 2019134303, Public Records of Sarasota County, Florida. Although this drainage feature is not located within the Property boundaries, it is the Association's intent and responsibility to treat it as part of the development's Surface Water Management System.

1.14 "Party Walls" and "Adjacent Boundary Walls" shall mean walls constructed next to or on a property line between two (2) dwellings.

1.15 "Existing Land Owners" shall mean the owners of the lots as of the date of the recording of this declaration.

ARTICLE II PROPERTY RIGHTS

2.1 Owner's Easement of Enjoyment. A non-exclusive easement is hereby established over all portions of the Common Area, for ingress and egress to and from all portions of the Property, and for maintenance of the Common Area and all of the Dwellings, for the benefit of the Association, all Owners and residents of the Property, and their invitees and licensees, as appropriate, subject to the following:

(a) the right of the Association to suspend the voting rights and right to use of recreational facilities, if any, within the Common Area by an Owner, for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, whether or not such Owner had actual knowledge of such rules and regulations at the time of the infraction.

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any person or entity, including but not limited to the Owner of any Lot or Lots, another developer of the Property, or any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by a majority in interest of the members of the Association, provided that any such transfers (i) do not materially adversely affect any Owner unless such Owner has expressly consented to such transfer, and (ii) do not violate the intention of this Declaration.

(c) all provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Property, and the Articles and Bylaws.

(d) rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(e) any right of the City of Venice, Florida, upon the failure of the Association to do so, to maintain such portions of the Common Area as are designated on any plat as being for drainage purposes, and to record a lien against such Common Areas to secure payment by the Association for the cost of such maintenance.

2.2 Common Area. The Common Area shall be for the use and benefit of the Owners and residents of the Property, collectively, for any proper purpose. Any Owner may delegate the right to enjoyment of the Common Area to such Owner's tenants who reside on the Property, but shall not thereafter be permitted to use the Common Area for so long as such right to enjoyment is delegated. The Common Area shall be used by each Owner or resident of a Dwelling in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same shall be a lien against such Owner's Lot or Lots. The provisions of Section 6.5 regarding interest, costs and attorneys' fees shall apply to the lien established in this Section 2.2.

2.3 Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and the portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for (i) encroachments caused by footers and eaves of any Dwelling over the side, front or rear lot line of any Lot, provided that no such encroachment shall be greater than two feet (2') or shall interfere with any utilities installations upon the Lot which is encroached upon, (ii) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration; (iii) access to, maintenance and repair of utility facilities serving more than one Lot, and (iv) access to an adjacent Lot as reasonably required in order to complete construction of and maintain a Dwelling on any Lot. Any and all damages caused by one Owner to another shall be repaired at the cost of said Owner causing such damage. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise.

2.4 Party Wall, Courtyard Wall, Boundary Wall, Easements. The Owner of each Lot is hereby granted a non-exclusive perpetual easement over and across such portion of any adjoining Lot as may be reasonably necessary for the construction, support, maintenance or replacement of any party wall, courtyard wall and/or boundary wall, serving the Owner of any Lot or other improvements serving the Owner of any Lot which, by virtue of new construction, overhangs, inaccuracies in construction or settlement or movement of any improvements, encroach upon such adjoining Lot.

2.5 Easements for Access, Utilities, Fence and Drainage. Perpetual nonexclusive easements for access and for the installation and maintenance of utilities and drainage facilities are hereby reserved to Developer and any assignee of Developer over all utility and drainage easement areas shown on any plat of the Property or any part thereof now or hereafter recorded, or encumbered by recorded easements as of the date of recording hereof (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas). The Association, with the approval of either the Class B member alone or a majority of each class of members, shall have the right hereafter to convey such additional easements, permits and licenses encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Property for installation and maintenance of electrical apparatus, CATV facilities, or other apparatus for any utilities now or hereafter installed to serve any portion of the Property, in favor of the provider of such utilities, including without limitation Florida Power and Light Company, provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The specific location of any such apparatus or facilities, and the granting of specific easements therefore in favor of the providers of any such utilities, shall be determined by and within the powers of the Association. Further, specific easements (except as otherwise indicated on the recorded plat), are hereby reserved on, under, across and through those portions of the Lots indicated below which are immediately adjacent to the lot lines indicated below, for access,

drainage and the installation and maintenance of utilities to serve each of the Lots lying on either side of said lot lines:

- (i) easements per plat for lots 1-20.
- (ii) easements on Lots 1-20 of three feet (3') in width from the front lot line and ten feet (10') in width on the side lot lines of Lots 1 and 20 for a fence, gates, landscaping, irrigation, signage and other utilities.
- (iii) easements of three feet (3') in width from the adjacent property line on the courtyard side of each Lot to allow for drainage of gutters located on the courtyard and or boundary walls for lots 1-20.

The easement rights reserved pursuant to this section shall not impose any obligation on Developer or the Association to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them, but the Association shall have the maintenance obligations imposed elsewhere in this Declaration. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or prevent access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction or obstruct or retard the flow of water through drainage channels in such easement areas, or which may reduce the size of any water retention areas constructed in such easement areas. However, subject to the following provisions regarding maintenance and repairs, and subject to the architectural approvals described in Article V, the following shall be permitted to encroach upon or be constructed and maintained within the easement areas described in this Section 2.5: roof overhangs or eaves; air conditioning or heating equipment; pool equipment; any walls or hedges screening air conditioning, heating and/or pool equipment from public view; driveways; sidewalks; walls; fences; and/or gates. Any improvements within easement areas shall be constructed and maintained at the risk of the Owner, and any damage to such improvements caused by utilization of the easements shall be repaired at the Owner's expense, except as follows. In the event a driveway, sidewalk, wall, fence, gate or landscaped area must be partially removed or damaged in order to gain access to any utilities facilities serving any Lot other than the Lot on which the damaged area is located, and provided that the need for access is not due to the fault of the Owner of the Lot on which the damaged area is located, the cost of repair of the damaged area shall be borne by (i) the Association, if more than one Lot is serviced by the utilities facilities to which access is needed, or (ii) if only one Lot is served by such utilities, the Owner of such Lot. The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the portion of the Property which is subject to such easement. Subject to the terms of this Declaration regarding maintenance by the Association, the easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage, Developer shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot unless the Owner of such Lot shall consent to such alteration.

2.6 Developer and Association Easement. Developer reserves for itself, the Association, and their respective grantees, successors, legal representatives, agents and assigns,

an easement for access and maintenance purposes to, over and across all portions of the Property and the right to enter upon each Lot for the purpose of exercising their respective rights and obligations under this Declaration. Absent emergency conditions, entry into any Dwelling shall not be made without the consent of the Owner or occupant thereof, except pursuant to a valid court order. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

2.7 Easements Serving Property and Adjacent Property. Developer reserves a blanket easement, and the right to grant and record specific easements, encumbering all portions of the Property as reasonably required to provide access and utilities services to any portion of the property and/or lands adjacent to the Property. Developer, joined by any other party expressly benefitted thereby under a separate written easement or other instrument, shall have the right to terminate the foregoing easements as to any portion of the Property on which the easement rights are not being utilized. Any specific easements granted pursuant to this Section 2.7 shall not unreasonably interfere with the use and enjoyment of the Property by the Owners. Each Owner hereby appoints Developer its attorney in fact, coupled with an interest, to execute any instruments which may be necessary to effectuate the intent of this Section 2.7.

ARTICLE III THE ASSOCIATION

3.1 Powers and Duties. The Association shall have the powers and duties set forth herein, and in the Articles and Bylaws, including the right to enforce the provisions of this Declaration, the right to collect assessments for expenses relating to the Common Areas, and such additional rights as may reasonable be implied therefrom. As provided in the Bylaws, the Association may by written action without a meeting take any action authorized hereunder to be taken at a meeting.

3.2 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be transferred separately from the ownership of any Lot.

3.3 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an ownership interest in a Lot, all such persons shall be entitled to one (1) vote, to be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. If more than one Owner of a Lot attempts to vote on any issue and the attempted votes are not in agreement, no vote shall be counted as to such Lot.

(b) Class B. The Class B member shall be the Developer, and shall be entitled to nine (9) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership upon the happening of any of the following events, whichever occurs earlier: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; (ii) on June 1, 2025; or (iii) when Developer waives its right to Class B

membership by recording an instrument evidencing same in the public records of Sarasota County, Florida.

3.4 Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties as described in this Declaration, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration. The Association shall provide for maintenance of:

- (a) Common Areas;
- (b) the Surface Water Management System, including, but not limited to, all lake banks, swales, ditches, retention and detention ponds within the Property, wherever located, including but not limited to mowing, fertilizing, and irrigation thereof, as necessary;
- (c) all landscaping within the Property other than the following, which shall be the responsibility of the Lot Owner: (i) maintenance and replacement of annual plants; (ii) landscaping installed on any Lot by an Owner with Board of Directors approval on the condition that the Owner maintain same; (iii) landscaping installed on any Lot within the courtyard by an Owner with Board of Directors approval on the condition that the Owner maintains same;
- (d) all lawns within the Property, including mowing, edging, and fertilizing thereof (not including courtyard);
- (e) all sidewalks and walks serving more than one Lot, if any, or serving the common area;
- (f) as for lots 1-20, maintenance, repair, and replacement of the 20' access road serving each Lot within the Property,
- (g) all sprinkler or other irrigation systems and all water used for irrigation within the Property, not including the courtyard areas which shall be the responsibility of the Lot Owner.
- (h) all access gates if any located within access easement and all signage located within signage easement.

The Association may arrange with others to furnish other common services to each Lot, and the cost thereof may be included in the assessments for maintenance described in Article IV below. In the event any landscaping or any planting shall die or be destroyed by any cause whatsoever, the Association shall not be responsible for such loss or damage, and shall have no responsibility, but shall have the option, to replace such item or items at its expense. The Association shall arrange with the City of Venice for the acceptance of treated effluent for irrigation purposes as soon as the City of Venice makes such effluent available, and each Owner is obligated to accept such effluent for irrigation of such Owner's Lot. At such time as the City of Venice makes such effluent available, the Association shall install a meter to measure the effluent used for irrigation and any other facilities necessary to provide effluent to the Property for irrigation purposes. The

Association, for such meter and other facilities, may levy a special assessment against the Owner to recoup its expenditure as provided in Section 4.6.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and attorney's fees, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors unless expressly assumed by them. The provisions of Section 6.5 regarding interest, costs and attorney's fees and foreclosure shall apply to the lien established in this Section 4.1. Developer and owners of lots with a valid contract for purchase shall not be responsible for the payment of assessments as provided under this Section 4.1; this exemption shall apply to Developer as a Class A member. Developer's responsibilities are set forth in Section 4.8(b) of this Article.

4.2 Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners and authorized residents of the Property, including expenditures made and liabilities incurred by the Association in connection with its rights and obligations hereunder, including the improvement and maintenance of the Common Area and other property to be maintained by the Association hereunder.

4.3 Reserves. The Association may, in the discretion of a majority of its Board of Directors, establish and maintain, out of regular maintenance assessments, reserve funds for the periodic maintenance, repair, and replacement of improvements within the Common Area and other improvements which the Association is obligated to maintain hereunder. Developer shall not be responsible for reserves.

4.4 Maximum Annual Assessment. The Board of Directors may fix the annual assessments at an amount not in excess of the maximum stated herein, including authorized increases. Until January 1 of the year immediately following the commencement of the obligation for assessments, as described in Section 4.5(a) below, the maximum annual assessment shall be: (1) \$1000.00 per lot prior to the issuance of a certificate of occupancy; and, (2) \$3,500.00 per lot thereafter, subject to Section 4.5(b) below.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Developer, the maximum annual assessment may be increased each year by not more than the greater of (i) fifteen percent (15%) above the maximum assessment for the previous year, or (ii) the increase, if any, in the Consumer Price Index for All Urban Consumers, All Items, published by the Bureau of Labor Statistics, U.S. Department of Labor for the area including or nearest to Tampa, Florida ("CPI Increase"). The CPI Increase shall be determined by multiplying the maximum annual assessment then in effect

by the Consumer Price Index for the most recent month for which figures are available and dividing the product by the Consumer Price Index for the same month of the preceding calendar year. If publication of the Consumer Price Index should be discontinued, the Association shall use the most nearly comparable index, as determined and selected by the Board of Directors.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Developer, the maximum annual assessment may be increased above the maximum increase permitted under subsection 4.4(a) by a majority vote of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

4.5 Date of Commencement of Annual Assessments: Due Dates.

(a) Subject to Section 4.8 below, the annual assessments provided for herein shall commence as to all Class A Lots on the first day of the month following the completion of construction of the common roadway; however, no later than the date a Certificate of Occupancy is obtained for the Dwelling constructed on the Lot, whether or not the Common Area improvements are completed. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

(b) The Board of Directors shall fix the amount of the annual assessment against each Lot for each annual assessment period. In the event of a delay in establishing an annual assessment, an otherwise proper assessment may be collected retroactively. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.6 Special Assessments for Effluent Meter, and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of installation of a meter to measure the effluent used for irrigation, and/or defraying, in whole or in part, the cost of reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related to the Common Area, if any, provided that any such assessments in excess of \$2,000.00 per Lot per year shall have the assent by a majority vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. The foregoing requirement of a majority vote of each class of members shall not apply to a special assessment levied for the installation of a meter to measure effluent used for irrigation as described in Section 3.4. The Board of Directors may fix any special assessment not in excess of said limitation. Written notice of each special assessment, and the due date thereof, shall be sent to all Owners subject thereto at least thirty (30) days in advance of the due date.

4.7 Notice and Quorum for Association Meetings Regarding Assessments.

Written notice of any meeting called for the members of the Association to approve annual or special assessments shall be sent to all members of the Association not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At any such meeting called, the presence in person or by proxy of members entitled to cast a majority of all of the votes of each

class of membership shall constitute a quorum. Should a quorum fail to be present at such meeting, another meeting may be called without any additional formal notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast thirty-three percent (33%) of all of the votes of each class of membership entitled to be cast on the issue. If the required quorum is again not present, another meeting may be called upon at least ten (10) days' written notice, at which meeting there shall be no quorum requirement and those present in person or by proxy shall be entitled to decide the issue. This provision is included to ensure the ability of the Association to act despite non participation by its members, and shall not be subject to attack on due process or other grounds. No such subsequent meeting(s) shall be held more than sixty (60) days following the preceding meeting(s).

4.8 Rate and Collection. Annual assessments may be collected on a monthly, quarterly or annual basis, as determined from time to time by the Board of Directors. Both annual and special assessments must be fixed at a uniform rate for all Lots, subject to the following:

(a) Where a special assessment is required to perform work on less than all Lots or Dwellings, the amount of such special assessment may be allocated only to the Lots or Dwellings on which such work is performed. Without limiting the generality of the foregoing, any costs of maintaining any structure, addition or improvement added by an Owner other than Developer shall, at the option of the Association, be borne exclusively by the Owner, and his successors in interest, of the Dwelling and Lot to which such structure, addition or improvement is appurtenant, and shall be assessed only against such Lot.

(b) Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, Developer shall not be obligated for, nor subject to, any annual assessment for any Lot which it may own, provided: (i) the annual assessment paid by the other Owners shall not exceed the maximum assessment permitted without a vote of the Owners by Section 4 of this Article; and (ii) Developer shall be responsible for paying the difference between the Association's expenses of operation to be funded by annual assessments and the amount received from Owners, other than Developer, in payment of the annual assessments levied against their respective Lots. Such difference, herein called the "Deficiency," shall not include any reserves for replacements, operating reserves, depreciation reserves or capital expenditures. Developer may at any time give at least thirty (30) days' written notice to the Association and thereby terminate effective as of the expiration of said 30-day period its responsibility for the Deficiency, and waive its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Developer shall thereafter be assessed at one hundred percent (100%) of the annual assessment established for Lots owned by Class A members; without limiting the generality of the foregoing, thereafter the assessments for all Lots owned by Developer shall be subject to the limitation set forth in Section 4.5 (b) above, if applicable. Such assessments shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title to a Lot owned by Developer, the Lot shall be assessed in the amount established for Lots owned by Owners other than Developer, prorated as of and commencing with the month following the date

of transfer of title, except, however, any Lot transferred to a builder who intends to build but does not intend to reside on the Lot shall not be assessed until such time as an A.C. is issued for the Lot as described in Section 5.1. Notwithstanding the foregoing, any Lots as to which Developer holds an interest only as mortgagee or contract seller to a buyer in possession shall be assessed at the same amount as Lots owned by Owners other than Developer, prorated as of and commencing with the month following the sale by Developer of the Lot or the contract purchaser's entry into possession, as the case may be.

4.9 Lien for Assessments; Remedies of the Association. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees whether or not suit is filed, shall be secured by a continuing lien on such Lot in favor of the Association or any other party in whose favor the lien is granted under this Declaration. The Association or other party in whose favor the lien is granted may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. All provisions of Section 6.5 shall apply to the lien for assessments established herein. No Owner may waive or otherwise escape liability for the assessments or other charges provided for herein by non-use of the Common Area, or abandonment of his Lot.

4.10 Interest on Assessments. Any assessment not paid within five (5) days after the due date shall bear interest from the due date at the maximum contract rate of interest permitted by law, and there shall also be due and payable along with each such late payment a late charge of Twenty-five and 00/100 Dollars (\$25.00) to cover increased administrative costs incurred on account of such late payment.

4.11 Subordination of the Lien of Mortgages. The Association's lien for assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the recording of a claim of lien against the portion of the Property encumbered by such mortgage, at any time prior to the foreclosure of the Association's lien, against the same portion of the Property as described in the Association's lien. The sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any conveyance in lieu thereof, shall extinguish the Association's lien for assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, in the case of a mortgage, that such first mortgagee shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

ARTICLE V
ARCHITECTURAL CONTROL

5.1 Architectural Control. No Dwelling, building, wall, fence, pavement, swimming pool, pool cage or other structure or improvement of any nature shall be erected, placed or altered on or removed from any portion of the Property until the construction plans and specifications, plot plan, tree survey or map showing all existing trees and those trees intended to be removed, and landscaping, drainage and irrigation plans (collectively "Plans") showing the location of all structures and improvements shall have been approved in writing by the Board of Directors of the Association, as well as by the Architectural Control Committee. Each structure or improvement of any nature shall be erected, placed, altered or removed only in accordance with the Plans so approved. Refusal of approval of Plans may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the board seem sufficient. The Board may condition its approval on such matters as it may deem appropriate such as (but not limited to) replacement of trees removed with trees of certain size or type. Without limiting the foregoing, any change in the exterior appearance of any Dwelling, building, wall, fence, pavement, swimming pool, pool cage, other structure or improvement, any material change in landscaping, and any change in the finished ground elevation, shall be a change requiring approval under this Section 5.1. Plans shall be submitted to the Board for approval and in the event the Board shall fail to approve or disapprove any Plans within sixty (60) days of submission, evidenced by a written acknowledgment of receipt, approval of such Plans shall be deemed given. Prior to proceeding with any of the above, the Owner thereof or the builder, as Owner's agent, shall apply to the Architectural Control Committee for an approval to commence ("A.C."), such application to be made on forms promulgated by the Committee. Once the Plans are approved, the Architectural Control Committee shall issue an A.C. for such Plans which the Owner shall submit to the City of Venice at the time the Owner applies for a building permit. Notwithstanding any of the foregoing, as long as the Developer owns a Lot, or for any Lot within the property to be constructed upon by Developer or Developer's Agent, submission of Plans to and subsequent approval of Plans by the Committee, and issuance of an A.C. by the Committee, shall not be required by Developer.

5.2 Certificate of Approval. Upon completion of a Dwelling, the Owner thereof or the builder of the Dwelling, as the Owner's agent, shall apply to the Architectural Control Committee for a certificate of approval by the Committee ("C.A.") for the completed Dwelling, such application to be made on forms promulgated by the committee. Within five (5) working days following the receipt of each application for a C.A., the committee shall issue the C.A. or shall advise the applicant by telephone or email of any deficiencies in the application or other reason for denial of the C.A. (Notwithstanding any of the foregoing, as long as the Developer owns a Lot, application made to the Committee for a C.A. and issuance of a C.A. by the Committee, shall not be required.) In the event any Dwelling is occupied by any person prior to issuance of a C.A. for such Dwelling, the Owner of such Dwelling shall automatically be liable for a fine, without notice, in an amount up to Fifty Dollars (\$50.00) for each day after such Dwelling is first occupied (regardless of whether such occupancy is continuous) until the C.A. is issued for the Dwelling in question. Such fine shall be payable to the Association and shall be secured by a lien against the Lot on which such Dwelling is located, in the same manner as provided in Section 6.5.

5.3 Liability of Board of Directors. The Board of Directors of the Association and each of its members from time to time shall not be liable in damages to anyone submitting any Plans for approval or to any Owner by reason of mistake in judgment, negligence or non-feasance of the Board, its members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any Plans. The Board shall not be responsible for the compliance of any Plans with applicable governmental rules and regulations. Anyone submitting any Plans to the Board for approval, by the submitting of such Plans, and any Owner by acquiring title to any Lot, agrees that such person shall not bring any action or claim for any such damages against the Board, its members, agents or employees. Failure to enforce any provision hereof shall not establish a precedent, regardless of the length of time or the number of times that any such provision is not enforced, and failure to enforce on any given occasion or under any particular circumstances shall not preclude the board from enforcing the same provision retroactively, on another occasion, or under any other circumstances.

ARTICLE VI MAINTENANCE AND COMMON AREAS DAMAGE INSURANCE

6.1 Maintenance of Common Area and Landscaping. All of the Common Area, all lawns and landscaped areas, all personal property owned by the Association, and all of the other items specified in items (a) through (g) of Section 3.4, shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. It is the intent and purpose of this provision that all trees, grass, shrubs and plantings (not including courtyard areas); all Common Area parking areas, roads and roadways within the property; all drainage easements, and all other commonly used recreational areas; all of the irrigation systems within the Property (not including courtyards); and any other commonly owned facilities shall be maintained exclusively by the Association, and not by any Owner or Owners individually, regardless of whether any of same are within the boundaries of any Lot, except as otherwise set forth herein. Notwithstanding the foregoing, as provided in Section 3.4, the following shall be the responsibility of the Lot Owner: (i) maintenance and replacement of annual plants on any Lot; (ii) landscaping installed on any Lot by an Owner with Board of Directors approval on the condition that the Owner maintain same; (iii) landscaping and irrigation installed in any courtyard which shall be the responsibility of the Lot Owner; and, (iv) courtyard wall, fences and gates shall be the responsibility of Lot Owner. In the event that the need for maintenance or repair is caused by the willful or negligent act of an Owner, his tenants, family, guests or invitees, the cost of such maintenance or repairs shall be due and payable from the Owner, and shall be secured by a lien against such Owner's Lot as provided in Section 6.5. The Association's maintenance responsibilities shall extend to and include maintenance of all decorative identification sign(s) for Arcata Del Sol, indicating the name or location of and/or entrance to the Property. This provision shall not limit the obligation of an Owner to maintain the exterior of his Dwelling, including roofs, patios, screened porches and lanais, except as specifically provided herein to the contrary with regard to exterior painting and roof cleaning.

6.2 Roof Cleaning and Exterior Painting of Dwellings. Roof cleaning shall be completed as required by Association and paid through special assessment as provided in paragraph 4.6 herein.

6.3 Care and Appearance of Dwellings. Each Dwellings shall be maintained in a structurally sound and neat and attractive manner, including exterior of the dwellings, roofs, gates, fences, porches, lanais, courtyards, walls, roofs, gutters, downspouts, glass, screened areas and post lights, by and at the expense of the Owner. Upon the Owner's failure to do so, the Association, through its Board of Directors, may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and/or improve the appearance of the Dwelling in a reasonable and workmanlike manner, with funds of the Association, and with the approval of a majority of the Board of Directors. The Owner of such Dwelling shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot enforceable as provided in Section 6.5 below.

6.4 Party Walls and Adjacent Boundary Walls. The rights and duties of the Owners with respect to party walls and adjacent boundary walls shall be governed by the following provisions:

(a) General Rules of Law Apply. Each wall built as part of the original construction of Dwellings upon adjoining Lots and placed on the dividing line or adjacent to the boundary line between such Lots shall constitute a party wall, or adjacent boundary wall, and to the extent not inconsistent with the provisions of this Article 6.4, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Without limiting the foregoing, in the event property damage is caused to a Dwelling due to the negligent act or omission of the Owner of an attached dwelling, the negligent Owner shall be liable for such property damage.

(b) Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the adjoining Owners in equal proportions and the costs and reasonable repair or maintenance of the adjacent boundary wall shall be the responsibility of the Owner where the wall is constructed.

(c) Casualty Loss. If a party wall is destroyed or damaged by fire or other casualty, then to the extent such destruction or damage is not covered by insurance and repaired out of the proceeds of insurance, the adjoining Owners shall restore the party wall, and each shall contribute one-half of the costs of such restoration. Each Owner shall be responsible for ensuring the portion of the party wall located on their Lot under their homeowner's policy.

(d) Damage Caused by One Owner. If a party wall is damaged or destroyed by or through the act of an Owner (whether or not such act is negligent or otherwise culpable) so as to deprive the adjoining Owner of the full use and enjoyment of such party wall, then the Owner responsible for such damage shall repair such damage and, to the extent such damage is not covered by insurance, shall bear the full cost of repairs. If such Owner fails to repair such damage promptly, then the adjoining Owner shall effect such repairs and, to the extent the cost of such repairs is not covered by insurance, shall be entitled to contribution for such costs from the Owner responsible for such damage.

(e) Contribution Runs with Land. The right of an Owner to contribution from an adjoining Owner under this Article 6.5 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Alterations. In addition to the other provisions of this Declaration there shall be no alteration of a party wall by an Owner in any manner materially affecting the full use and enjoyment of the party wall by the adjoining Owner without the written consent of the adjoining Owner. Notwithstanding, an Owner, subject to Architectural approval, may paint the party wall within its courtyard providing it is within the courtyard area.

6.5 Enforcement. To secure reimbursement of the cost of performing any work described in Section 6.3, or to secure any other sum payable by a defaulting Owner under the terms of this Declaration, and interest thereon as hereinafter provided, the Association, and in the case of any sum due to an Owner from another Owner under the terms hereof, an Owner, shall be entitled to file in the Public Records of Sarasota County, Florida, a notice of its claim of lien by virtue of this contract with the defaulting Owner. Said notice shall state the sum payable and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the obligation or expense is incurred, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense due to the Association or to another Owner pursuant to Article 4 or Article 6 hereof and for any other sums due hereunder from the defaulting Owner to the Association or to another Owner, and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense or obligation is incurred, who shall be personally liable. The amount secured by the lien herein provided shall be due and payable upon demand and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of demand for payment or such other date as may be specified herein, and any action to enforce payment, the Association, or the Owner to whom payment is determined to be due, shall be entitled to recover costs and attorney's fees, which shall also be secured by the lien being foreclosed. The defaulting Owner shall continue to be liable for assessments levied by the Association during the period of foreclosure, and if the Association is foreclosing the lien then all assessments levied through the date a judgment of foreclosure is entered shall be secured by the lien foreclosed. The Association or the Owner in whose favor the lien is granted shall have the right to bid at any foreclosure sale and acquire title to the Lot being sold. The lien herein provided shall be subordinate to the lien of any first mortgage recorded prior to the recording of a notice of lien, provided, however, that the holder of any such mortgage when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable; this provision is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

6.6 Utilities, Equipment and Fixtures. All fixtures and equipment serving only one Dwelling or Lot, including without limitation, utility lines, pipes, wire, conduits, and the like, but specifically excluding items to be maintained by the Association as set forth in Section 3.4, shall be maintained and kept in good repair by the Owner of the Dwelling served by such equipment and fixtures. In the event any such equipment and fixtures installed within the Property serve more

than one Dwelling, whether or not within a Lot, the expense of maintaining and repairing same shall be shared equally by the Owners of the Dwellings served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than all of the Owners responsible for repairing same, the person causing the damage shall be liable for all expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property or create a hazard to persons or property. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot, the cost of clearing such blockage shall be paid by the Owner reasonably deemed responsible by the Board of Directors, and if it cannot reasonably be determined which Owner was responsible, the cost shall be borne equally by all Owners of Lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. Any cost payable by an Owner pursuant to this Section 6.6 which is paid on behalf of such Owner by another Owner or by the Association shall be repaid upon demand, and shall be secured by a lien upon such Owner's Lot as provided in Section 6.5.

6.7 Damage; Reconstruction; Insurance. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements within the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration. Without limiting the generality of the foregoing, where grassed and/or landscaped areas are damaged or destroyed, the Owner or Association, as the case may be, shall repair and/or replace such improvements in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or otherwise shall be substantially in accordance with the plans and specifications for such improvements as originally constructed or with new plans and specifications approved by the Board of Directors. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas as a common expense of all Owners. Each Owner shall at all times maintain, for each Lot owned, adequate casualty insurance to provide for complete reconstruction of all improvements on such Lot after casualty, and liability insurance coverage in such amounts as may be required by the Association from time to time. Upon request, each Owner shall have the Association named as an additional insured as to liability insurance obtained by the Owner, and shall provide the association with evidence of the insurance required hereunder, and each renewal of same. Upon any Owner's failure to obtain the required insurance, the Association may after three (3) days' written notice, procure the required insurance, and the cost thereof shall be immediately due and payable from the defaulting Owner and shall bear interest and be secured by a lien as provided in Section 6.5.

6.8 Surface Water Management System. If the surface water management system, or related facilities, are not adequately maintained in accordance with City of Venice and/or SWFWMD standards, or if the Association should fail to exist, the City of Venice and/or SWFWMD shall have the right, but not the obligation, to go onto the property submitted to these restrictions and perform all necessary operation, maintenance, and repair functions. The City of Venice and/or SWFWMD shall have the right to recover all expenses of such operation,

maintenance, and repair by imposing and enforcing assessments, including the right to impose liens, as set forth in these restrictions.

As part of the Property's Surface Water Management System, the forgoing provisions shall also apply to the Association's maintenance obligations in connection with the drainage swale constructed along the Property's southern boundary, as specified in the License Agreement, and attached hereto as Exhibit "1-A."

ARTICLE VII GENERAL USE RESTRICTIONS

7.1 Residential Use. All of the Property shall be known and described as residential property and no more than one single-family attached Dwelling may be constructed on any Lot. Attached single family Dwellings will be located on both zero lot lines, however, with the courtyards located on the east side of Lots. No Dwelling may be divided into more than one residential dwelling and no more than one family shall reside within any Dwelling.

7.2 Rental. No Dwelling shall be leased for a term of less than three (3) months. The right to use the Common Areas shall pass to each tenant of a Dwelling, whether or not mentioned in any lease agreement, and the Owner shall not be entitled to use the Common Areas during any period that his Dwelling is leased. No Dwelling which is under lease from the Owner shall be occupied by more than two (2) persons for each bedroom in the Dwelling; this occupancy restriction shall apply only to tenants and not to Owners residing in a Dwelling.

7.3 Structures. Each Dwelling within the Property shall be erected within a Lot, but this provision shall not impair the easement for encroachments established in Section 2.3. Any structure of any kind erected or placed within the Property must be in compliance with all applicable zoning regulations and this Declaration.

7.4 Landscaping; Sprinkling. No Owner shall cause or allow any material alteration of the landscaping originally installed within his Lot without the approval of the Board. Without limiting the generality of the foregoing, no alteration shall be permitted which would hinder lawn care or mowing, or interfere in any way with the activities of the Association in performing its duties hereunder. Any shrubs or plantings permitted to be installed on a Lot under this Section shall be maintained by the Owner of the Lot, unless otherwise approved by the Board of Directors. All irrigation facilities within and serving a Lot shall be maintained by the Association as provided in Sections 3.4 and 6.1 and the Association shall irrigate the lawns and landscaping of all Lots as needed, subject to any limitations on water use imposed by any governmental authority, and except for any landscaping installed by an Owner with Board of Directors approval on the condition that the Owner maintain same, unless otherwise approved by the Board of Directors. Notwithstanding the above, all landscaping and irrigation within the courtyard shall be the responsibility of the Lot Owner.

7.5 Single Family Homes. All Lots within the Property shall be developed only as attached single family residences; provided that the foregoing shall not prohibit the attachment or connection of boundary walls, privacy walls or fences to residences, walls or fences on adjacent Lots.

7.6 Architectural Plans. As provided in Section 5.1 of this Declaration, prior to construction of any Dwelling or other improvements or structures, a complete copy of the Plans therefore, as therein described, must be submitted for approval by the Architectural Control Committee. Such Plans shall conform with the provisions of Section 7.7 through 7.18 below unless a waiver or variance is granted pursuant to Section 7.35 below.

7.7 Setback Requirements. For purposes of this instrument, unless otherwise expressly provided herein, all structures attached or appurtenant to or forming a part of an attached single family dwelling unit built or to be built upon a Lot shall be considered a part of the "Dwelling." All of the following setbacks are subject to waiver or variance, in the sole discretion of the Developer, as provided in Section 7.35.

As to lots 1-20, and except as designated on the recorded plat, the following building setbacks shall apply. No part of any Dwelling shall be located nearer than: (i) ten feet (10') from any point on the front lot line of any Lot; or (ii) twenty seven feet (27') from any point on the rear lot line of any Lot, or (iii) zero feet (0') from the side lot line. There shall be no setback required as to the side lot lines between Lots.

Notwithstanding the foregoing, the following shall not be deemed part of a Dwelling for the purpose of this Section 7.7, and shall be permitted to encroach upon or be constructed and maintained within the foregoing setbacks: roof overhangs, eaves, boundary walls or party walls.

7.8 Features of Dwellings. All Dwellings constructed, altered or permitted to remain on any Lot shall conform to the following requirements:

(a) All roofs of Dwellings shall be tile unless otherwise approved by the Developer in writing.

(b) Any structures such as garages, porches, service or utility rooms, guest rooms, servants quarters, and the like shall be attached to and be an integral part of the Dwelling and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted except for landscape structures, fireplaces, outdoor kitchens, loggias, trellises, subject to Board of Directors approval.

(c) Each Dwelling shall have a heated and cooled living area of not less than 1,400 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

(d) All garages shall be of at least two (2) car capacity and shall be equipped with automatic door openers. The minimum driveway width shall be ten feet (10'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, or as approved by Developer, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the Dwelling served by such drive. All sidewalks shall be constructed in accordance with building code specifications promulgated from time to time by the City of Venice, including but not limited to the current requirement for an expansion joint at the boundary between the sidewalk and driveway. Driveway, parking area and walkway design, location, materials and coloring shall be subject to Architectural Control Committee approval.

(e) No carports shall be permitted anywhere in the Property.

(f) No screened garage doors or screened breezeways shall be permitted unless approved by the Architectural Control Committee. Nothing herein shall be construed as to prohibiting the screening of courtyards, upon approval by the Architectural Control Committee.

(g) As for lots 1-20, each Lot may have one (1) outdoor parking spot located in the rear of each Lot as approved by the Board of Directors,

7.9 Unsightly Objects. All unsightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unsightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control committee.

7.10 Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles (any vehicle with commercial lettering and/or signage shall be considered a commercial vehicle) shall be permitted to remain within the Property other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van, or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway. All garage doors shall be kept closed except while a vehicle or other article is being placed in or removed from the garage.

7.11 Landscaping: Trees. A landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. Each Lot shall have a minimum of three (3) trees, either palm, or oak, with at least six-foot (6') clear trunk, and a minimum of a four-inch (4") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the Dwelling on the Lot. In addition to the requirements of this Section 7.11, all Owners must comply with the Sarasota County Tree Ordinance as adopted and enforced by the City of Venice.

7.12 Yard and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a Dwelling, patio, flower bed, driveway or walkway, shall be sodded with an approved grass, at the time of the original construction of improvements on the Lot. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition by the Association, as provided elsewhere herein, and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded area.

7.13 Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. All irrigation plans are subject to Architectural Control Committee approval.

7.14 Drainage System. All drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system. All drainage systems shall conform to the then current master drainage plan for the Property as filed with the City of Venice, which shall be made available for inspection by the Architectural Control Committee; any deviations from said master drainage plan shall be specifically brought to the attention of the Committee and shall be subject to the prior written approval of the Committee before commencement of construction of such drainage facilities. Common swales located in the rear of any Lot shall not be altered without Developer's prior written approval.

7.15 Surface Water Management System. It shall be the responsibility of each Owner at the time of construction of a building, residence or structure, to comply with the construction plans of the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD, as well as with the License Agreement (Exhibit "1-A" hereof). No Owner may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas, if any, as described in the approved permit and the plat(s) for the Subdivision unless prior approval is received from SWFWMD pursuant to Chapter 40D-4. It is each Owner's responsibility not to remove native vegetation (excluding cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicides or algacides, introduction of grass carp, and cutting. Owners should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Sarasota Permitting Department. As used in this section, the terms "wetland", "buffer areas", "upland conservation areas" and "wet detention ponds" shall have the meaning set forth in the approved permit(s) for the Subdivision and the regulations of SWFWMD.

The Surface Water Management System for the subdivision shall be installed, operated and maintained by the Association in accordance with all permits and approvals issued by the controlling governmental authority, and provisions of the License Agreement (Exhibit "1-A" hereof). Furthermore, the Surface Water Management System shall not be adversely interfered with, changed or altered except pursuant to permits or approvals issued by the controlling governmental authority. No Lot shall be increased in size by filling in the water in which it abuts.

The environmental resource permit and its conditions will be attached to the rules and regulations as an exhibit. The Registered Agent for the Association will maintain copies of all further permitting actions for the benefit of the Association.

7.16 Pools. No above-ground swimming pool shall be permitted at any time anywhere within the Property. This provision shall not be deemed to prohibit pools, hot tubs, therapy pools and hydra spas when they are incorporated into improvements and approved by the Architectural Control Committee, even though such pools may be above grade. All pool enclosures shall be constructed to comply with applicable rules, regulations and standards of all governmental entities having jurisdiction. All pools, pool enclosure screening and caging shall be subject to approval by the Architectural Control Committee.

7.17 Standard Mailboxes, Post Lights, Fences and Identification Signs. All fences, mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee. Post lights and fences are required on all Lots, in location approved by the Architectural Control Committee. In order to provide uniform light post designs throughout the Property, the Developer may promulgate design standards and specifications to be used for all post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee. All fences and post lights shall be maintained by the Owner of the Lot on which they are located.

7.18 Sidewalks; Curbs. Sidewalks shall be installed in all neighborhoods where required by the building code requirements of the City of Venice, in accordance with the building code specifications promulgated from time to time by the City of Venice, at the expense of the Owner of the portion of the Property where such sidewalk is required. No Owner shall paint or otherwise deface the sidewalk, curb or any other part of the Common Area.

7.19 Timing of Construction and Completion of Structures. As to all Lots, construction of a Dwelling must commence before the expiration of (i) twelve (12) months after the date of purchase of the Lot; or (ii) upon forty-five (45) days prior written notice from the Developer, whichever is later. All structures and improvements must be completed substantially in accordance with the approved Plans within twelve (12) months after the commencement of construction. As to either of the preceding requirements, the Developer may grant extensions for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency, or acts of God. In the event of failure to comply with either of the preceding requirements, and in the absence of an extension granted by the Developer, the Owner of the Lot in violation shall be automatically be liable for a fine, without notice, in the amount of Fifty Dollars (\$50.00) for each day that such Lot remains in violation of either of the requirements. Such fine shall be payable to the Association and shall be secured by a lien against the Lot on which such dwelling is located, in the same manner as provided in Section 6.5. This provision shall not apply to any lot owned by the Developer.

7.20 Commercial Uses and Nuisances. Except as provided in Section 7.37, no trade, business, profession, service, repair or maintenance operation or other type of commercial activity shall be carried on upon any portion of the Property, except that real estate brokers, Owners and their agents may show Dwellings within the Property for sale or lease. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the other residents of the Property. No Owner shall make any use of the Common Area that will increase the cost of the insurance above that required when the Common Area is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No personal property of any nature shall be parked, stored or permitted to stand for any period of time on the Common Area, except in accordance with rules and regulations promulgated from time to time by the Association, and except for personal property owned by the Association.

7.21 Modular and Temporary Structures and Use; Trash Receptacles. Except as permitted under 7.37 of this Article, no modular or manufactured home or structure of a temporary character, including but not limited to, trailer, shed, tent, shack, garage, barn or other building, shall be moved to, erected or used on any portion of the Property at any time for a residence, workshop, office, or storage room, either permanently or temporarily. It is prohibited for any person or persons to be domiciled in a mobile home, travel trailer, recreational vehicle or camping trailer on the Property. As soon as construction of a Dwelling is commenced, and until final cleanup of the Lot after completion of such construction, the builder of such Dwelling shall maintain an industrial trash receptacle on such Lot and shall maintain the Lot in a reasonably neat and orderly condition, including but not limited to the daily collection and deposit of all construction debris in said trash receptacle and the prompt emptying of said receptacle when it is full.

7.22 View Obstructions. Developer shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any portion of the Property, if the location of the same will, in the reasonable judgment of Developer, obstruct the vision of a motorist upon any of the private access streets.

7.23 Animals. No animals shall be kept or allowed to remain on the Property for commercial purposes, including without limitation breeding purposes. All dogs shall be kept on a leash while outside of the owner's Lot or Dwelling, and shall be under the control of the owner at all times. There shall be a maximum of two pets. Any animal which becomes a nuisance to or creates a disturbance for any other resident of the Property or their licensees or invitees may be ordered to be removed from the Property by the Board of Directors of the Association after reasonable notice to the owner of the animal and a hearing on the issue before the Board.

7.24 Gas Tanks; Water Softeners. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings or any ancillary building, and all gas tanks, gas containers, and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all side by a decorative enclosure or other shielding approved by the Architectural Control Committee. Provided the design, construction and installation location shall have first been approved by the Architectural Control Committee, which approval may be conditioned upon adequate enclosure or other shielding. Owners may have water softener units installed.

7.25 Garbage/Trash Collection; Mowing. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any land or lands contiguous thereto. All trash, garbage, and other refuse shall be stored in containers inside a garage or underground. Developer reserves the exclusive right to contract for, designate, and control the collection of garbage and trash and may provide one or more sanitary filled areas which shall be the locations permitted for the discard, storage, or disposal of garbage and waste, all subject to applicable governmental regulations. All Owners, their successors and assigns, may be billed a reasonable trash and garbage collection fee. Any Owner who allows a Lot it is supposed to maintain to become overgrown, or permits garbage or trash to collect so as to cause unsightliness, or a fire, mosquito, rat or vermin hazard, shall by this

covenant permit such portion of the property to be mowed, ditched, graded or cleaned by the Association, and reasonable costs shall be assessed, after written notice that such conditions exist and failure to remedy the conditions, and such costs shall be payable by such Owner. Such costs, together with interest at the maximum contract rate permitted by law from five (5) days after the date of demand for payment, shall be secured by a lien against the portion of the Property owned by such Owner, as described in Article VI. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Property, except by Developer.

7.26 Clothes Hanging; Antennas. Clothes hanging devices exterior to a Dwelling shall not be permitted. No exterior radio, television or other electronic antennas and aerials shall be allowed, unless installed so as to be completely concealed from public view, such as in attics, and no such devices shall be allowed in the event the same cause interference to the reception of other residents of the Property.

7.27 Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows, glass doors or window treatments visible from the exterior of any Dwelling.

7.28 Signs. No signs shall be displayed within the Property with the exception of a maximum of one "For Sale," "For Rent" and/or "Open for Inspection" sign upon each Lot, not exceeding 6" x 8" in area, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of the ground. No portion of such sign may be erected closer than twelve feet (12') to any adjoining property line. Signs may be illuminated by reflection from a light source only (rotating, blinking, flashing, and other lights on the sign are prohibited), and such light source shall not in any way reflect light into any adjoining portion of the Property or street rights-of-way. Notwithstanding anything to the contrary herein, Developer and its assigns, to whom such rights may be assigned on an unlimited and non-exclusive basis, may maintain signs of any type and size and for any purpose within the Property, including without limitation advertising signs which may be erected by builders and lenders during the period of construction on any portion of the Property. None of the preceding prohibitions against signage shall prevent the erection of street signs and traffic signs within the Property by the Developer or the City of Venice.

7.29 Obstructions; Fences. The Developer shall have the right but not the obligation to construct privacy walls or fences. No obstructions such as gates, fences, or hedges shall be placed on the Property so as to prevent access to or use of any of the easements described herein, except that the foregoing shall not prevent the erection and maintenance of privacy walls and fences on Lots, provided that they are installed by the Developer or approved by the Architectural Control Committee. Any fence, wall or privacy structure within an easement area may be dismantled by Developer, the Association, utility providers or others entitled to use of the easement, at the Owner's expense, for maintenance, erection or replacement of utility facilities. Following completion of construction of any Dwelling, no wall shall be constructed servicing such Dwelling, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community, fences are prohibited, except as hereinafter provided. All fences shall be subject to the Architectural Control Committee's approval as to all aspects of design and location, and subject to compliance with all applicable governmental requirements. The exterior side of any fence permitted must be maintained in a clean, attractive manner and may not be constructed or

decorated in such a manner as to create a bizarre or aesthetically controversial or annoying effect. So called "spite fences" are specifically prohibited. With the approval of the Committee, temporary fences may, or if required by the Committee shall, be erected as development boundaries. Each Property Owner is responsible for the installation of a perimeter fence and gate as required by the Developer prior to receipt of a Certificate of Occupancy for each Dwelling.

7.30 Omitted Intentionally.

7.31 Wells; Septic Tanks; Oil and Mining Operations. No water wells or septic tanks may be drilled or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee, which approval may be subject to any conditions deemed necessary or desirable by the committee. Any approved wells or septic tanks shall be constructed, maintained, operated and utilized in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto. No oil drilling, oil development operations, oil refining, fill dirt, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

7.32 Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. This provision shall not prevent the use during normal business hours of any equipment required in construction of any improvement upon the Property. No exterior radio, television or other electronic antennas or aerials shall be allowed, unless constructed so as to be completely concealed from public view, such as in attics.

7.33 Solar Devices. No solar device of any nature shall be permitted unless the Owner has obtained the prior written approval of the Architectural Control Committee as to same.

7.34 Dwelling Plates. A plate showing the number of the Dwelling shall be placed on each Dwelling. However, the size, location, design, style and type of material for each such plate shall be first approved by the Developer.

7.35 Right of Developer to Grant Waivers or Variances. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Property, or would not substantially adversely affect any neighboring Owners or the Property as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

7.36 Rules and Regulations. Reasonable rules and regulations concerning the appearance and use of the Lots, Dwellings and Common Area and consistent with the terms of this

Declaration may be made and amended from time to time by the Board of Directors and the Association. If a rule or regulation promulgated by the Association shall conflict with a rule or regulation promulgated by the Board of Directors, The Board of Directors' rule or regulation shall be null and void but only to the extent in conflict with the Association's rule or regulation. Copies of such rules and regulations shall be made available to all Owners upon request. All Owners, their families, invitees and lessees shall use the Common Area only in accordance with such rules and regulations.

7.37 Developer's Rights. Nothing contained in these covenants shall prevent the Developer, or any other person designated by the Developer, from erecting or maintaining commercial or display signs, sales offices, construction trailers and other temporary structures, model houses and other structures as Developer may deem advisable for development and sales purposes, provided such are in compliance with the appropriate governmental regulations applicable thereto. Until the Developer has completed all construction within the Property and closed the sales of all Lots to other persons, neither the Owners nor the Association nor the use of any Lot shall interfere with the completion of improvements and sales of Lots. Further, without limiting the generality of the foregoing, Developer may use the Common Area or any Lot for a sales office, and there may be any number of sales offices on the Property, and display signs. The rights granted to Developer to maintain sales offices, general business offices, construction trailers and other temporary structures and model Dwellings shall not be restricted or limited to Developer's sale activity relating to the Property, but, at the sole discretion of the Developer, shall benefit other builders and developers who may become involved in the construction, development and sale of any portion of the Property, and may also benefit Developer in the sale of other property in which it may have an interest.

ARTICLE VIII RESERVATION OF RIGHTS BY DEVELOPER

8.1 Developer's Rights. Developer hereby reserves the following rights, which shall not be limited or restricted to the Developer's activities with regard to the Property, but shall continue until Developer has completed all construction within the Property and has closed the sales of all Lots to other persons, and shall benefit the Developer in the development, construction, promotion and sale of any other property in which the Developer may have an interest:

(a) To use the Property and/or trailers or other temporary structures, which the Developer shall be entitled to erect on the Property for development or sales purposes, including construction and general business offices or models.

(b) To bring, invite or arrange for trucks and other commercial vehicles to enter and remain upon the Property for construction purposes.

(c) To erect and maintain commercial or display signs on the Property, including the common areas, for sale promotion.

(d) To sell or lease the Lots without compliance with the restrictions on transfers or leasing that are set forth in this Declaration.

(e) To create easements over the Property for drainage, utilities and access to serve any adjacent lands, whether or not those lands are added to the Property, provided that those easements may not unreasonably interfere with the enjoyment of the Property by the Owners.

(f) To amend this Declaration without executed joinders from any other person or entity, provided that no amendment shall be made which substantially alters the nature of the development contemplated herein.

8.2 No Interference. Until Developer has completed all construction within the Property and has closed the sales of all Lots to other persons, neither the Owners nor the Association nor the use of any Lot shall interfere with the completion of improvements and sale of Lots, and Developer may make such use of unsold Lots and of the Common Areas as may facilitate completion of improvements and sales of Lots. Further, without limiting the generality of the foregoing, Developer shall not be subject to the provisions of Section 5.1 hereof.

ARTICLE IX MISCELLANEOUS

9.1 Term and Amendment. This Declaration shall become effective upon its recordation in the Public Records of Sarasota County, Florida, and the restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Property subsequently executed, and shall be binding on all parties and all persons claiming under such deeds, for a period of thirty (30) years from the date this Declaration is recorded, after which time the term of this Declaration shall automatically extend for successive periods often (10) years each, unless terminated by the vote of sixty-six percent (66%) of the voting interest of each class of members present, in person or by proxy, at a meeting called for such purpose. This Declaration may be amended during the first thirty (30) year period or any subsequent ten (10) year period by an instrument signed either by: (i) the Developer as provided in Section 8.1 above; or (ii) Owners holding not less than sixty-six percent (66%) of the total Class A votes; or (iii) by the duly authorized officers of the Association provided such amendment by the Association's officers has been approved by at least sixty-six percent (66%) of the total votes cast in person or by proxy at a regular or special members meeting. Notwithstanding anything herein to the contrary, so long as Developer shall own any Lot, no amendment, shall diminish, discontinue or in any way adversely affect the rights of Developer under this Declaration, nor shall any amendment pursuant to (ii) or (iii) above be valid unless approved by Developer, as evidenced by its written joinder.

Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Area must have the prior approval of SWFWMD, the Sarasota County Engineer or its designee, and any other governmental authority with jurisdiction.

9.2 Enforcement. If any person, firm or corporation, or their respective heirs, personal representative, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Developer, the Association or any Owner of a Lot within the Property to bring any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceedings aim to prevent such

persons from so doing, or to recover damages, or to foreclose against the land any lien created hereunder, or otherwise, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. Developer shall not be obligated to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. Failure of Developer or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license which may be in conflict with the restrictions set forth herein shall not prevent the Developer, the Association or any of the Owners from enforcing the restrictions set forth herein. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI. Without limiting and in addition to the foregoing remedy, in the event the provisions of Section 7.18 regarding the construction deadline are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of Ten Dollars (\$10.00) per day, for each day beyond the deadline in Section 7.19 that construction is not completed. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI. If such a lien is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadline for construction set forth in Section 7.19, but the time period shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall have another twelve (12) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if the extended construction deadline is not met.

9.3 Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

9.4 Severability. Invalidity of any term or provision of this Declaration by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

9.5 Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; the use of the terms "include" or "including" shall mean "include without limitation" or "including without limitation," as the case may be; and any reference to "attorney's fees" shall mean "reasonable attorney's fees incurred before, during and after litigation, including appellate proceedings, and including fees of legal assistants." The headings used herein are for convenience only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

9.6 Approvals. Wherever herein the consent or approval of the Developer, the Association or the Board of Directors is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the party from whom such consent or approval is required. In the event such party fails to act on any such written request within thirty (30) days after the same has been received, the consent or approval to the particular action sought in such written request shall be conclusively and irrefutable presumed, except that no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained other than the covenant to obtain the approval specifically requested as set forth above.

9.7 Assignment. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer under this Declaration. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

9.8 Occupants Bound. All provisions of this Declaration governing the usage of a Lot or the conduct of an Owner shall also apply to all occupants of the Lot 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 Lot shall be deemed to include a covenant on the part of the tenant to comply with and be fully bound by such provisions.

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

9.10 Additional Covenants. No Owner other than Developer may impose any additional covenants or restrictions on any part of the Property

IN WITNESS WHEREOF the undersigned has caused these presents to be executed this
20 day of December 20 21.

WITNESSES:

Sign: [Signature]
Print: Jayne E. Parrish

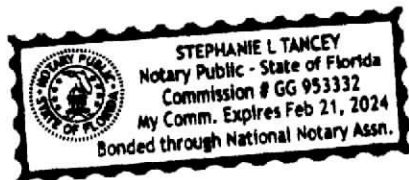
Sign: [Signature]
Print: Tammy Chatham

ARCATA DEL SOL, LLC
a Florida Limited Liability company

By: [Signature]
Michael W Miller, Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

20th I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this
day of December, 2021, by Michael W. Miller, as Manager of ARCATA DEL
SOL, LLC, a Florida Limited Liability company, on behalf of the company. He is personally
known
to me.



NOTARY PUBLIC

Sign: [Signature]
Print: _____

(SEAL)

My Commission Expires:

CONSENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR ARCATA DEL SOL OWNERS' ASSOCIATION, INC.

I, **GAYLE GEAGAN**, the undersigned, being the holder of a mortgage which encumbers the property described in the Declaration of Covenants, Conditions, and Restrictions for Arcata del Sol Owners Association, Inc., to which this Consent is attached, hereby consents to the declaration, and agrees that any mortgage held by the undersigned encumbering the property described in the Declaration is subject and subordinate to the terms and provisions of the Declaration.

WITNESSES:

EDGEWOOD GARDENS CORPORATION

Sign: [Signature]
Print: Alfat Aziz

By: [Signature]
Print: GAYLE GEAGAN
Title: President

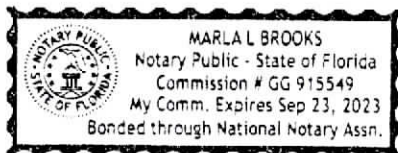
Sign: Marla L. Brooks
Print: Marla L. Brooks

STATE OF FLORIDA

COUNTY OF Pinellas

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 9th day of December, 2021 by **GAYLE GEAGAN**, on behalf of EDGEWOOD GARDENS CORPORATION, as its President. She is personally known to me or has produced FLDL as identification.

NOTARY PUBLIC



(SEAL)

Sign: Marla L. Brooks
Print: Marla L. Brooks

My Commission Expires:

EXHIBIT 2

CERTIFICATE OF CONSENT TO DEDICATION

EDGEWOOD GARDENS CORPORATION, holder of mortgage dated December 11, 2019, and recorded in Official Records Instrument No.: 2019173360, Public Records of Sarasota County, Florida, does hereby consent to, ratify, approve and confirm this plat and the dedication certificate thereon.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed and attested by its duly authorized officers, this 30 day of December 2021.

ATTEST:

EDGEWOOD GARDENS CORPORATION

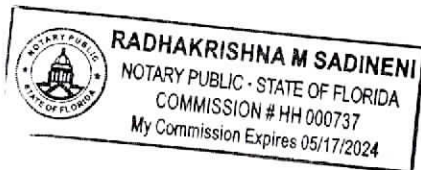
Print Name: _____

By: Gayle Geagan
Print Name: GAYLE GEAGAN
Title: President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 30th day of Dec, 2021, by GAYLE GEAGAN, as President of EDGEWOOD GARDENS CORPORATION, a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced FL Driving Lic as identification.

Seal



NOTARY PUBLIC

Print Name: Radhakrishna Sadineni
My Commission Expires: 05/17/2024

The City of Venice Code of Ordinances is amended as follows with ~~strike through text~~, identifying deletions and underlined text indicating additional language.

EXHIBIT "A"

Arcata Del Sol

LEGAL DESCRIPTION

DESCRIPTION:

Lots 1 thru 49 inclusive, Block 229, Replat of a Portion of VENICE, NORTH EDGEWOOD SECTION, as recorded in Plat Book 10, Page 94, of the Public Records of Sarasota County, Florida.

Being in Section 8, Township 39 South, Range 19 East, Sarasota County, Florida.

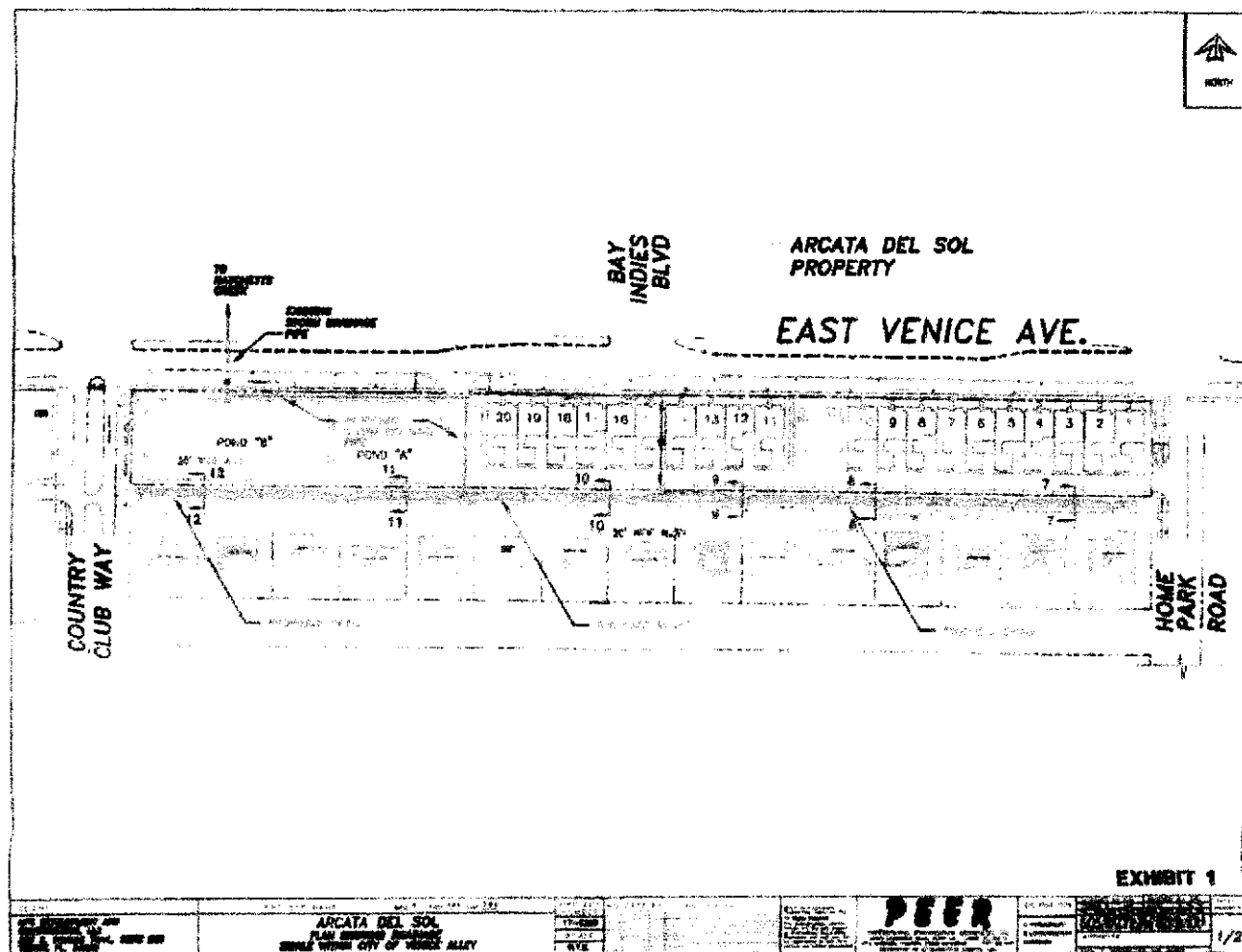
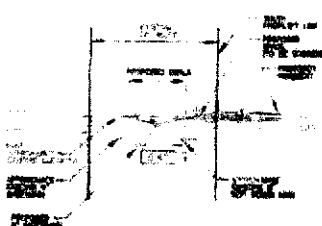
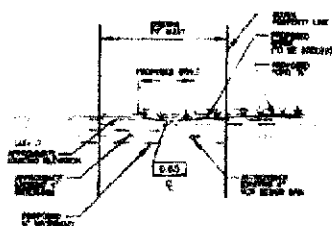
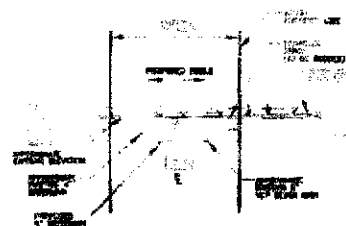
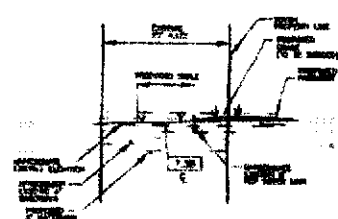
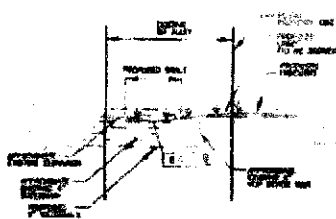
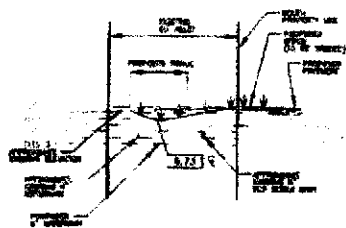


EXHIBIT 1

**EXHIBIT 1**

63-38971	PROJECT NAME ARCATA DEL JOL	DATE 10-1-68	PEER	2/2
PLAN NUMBER PLAN SHOWING DIMENSIONS SINGLE CROSS SECTIONS	DATE 10-1-68	PEER	2/2	

EXHIBIT “1-A”

**Arcata Del Sol
License Agreement**

SEE ATTACHED

Record and Return To:
City Clerk's Office
City of Venice
401 W. Venice Avenue
Venice, FL 34285

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2019134303 7 PG(S)
October 01, 2019 08:50:13 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



LICENSE AGREEMENT

This License Agreement is made this 10th day of September, 2019, by and between the CITY OF VENICE, a Florida municipal corporation, whose address is 401 West Venice Avenue, Venice, Florida 34285 (herein referred to as "LICENSOR"), and ARCATA DEL SOL, LLC, a Florida Limited Liability Company, whose address is, 333 S. Tamiami Trail, Suite 205, Venice, Florida 34285 (herein referred to as "LICENSEE").

RECITALS

WHEREAS, LICENSEE is the owner of approximately 3.26 acres of land in the City of Venice, generally located south of E. Venice Avenue, east of Country Club Way, west of Home Park Road, and north of an unnamed public alleyway, as more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and,

WHEREAS, LICENSEE is seeking to develop the Property as a residential development, "Arcata Del Sol," in accordance with its approved Preliminary Plat and related permits; and,

WHEREAS, upon completion of the development, LICENSEE will transfer its interest in the Property to the development's homeowner association, Arcata del Sol Owners Association, Inc., a Florida not for profit corporation, whom shall become successor in interest to the rights and obligations under this License Agreement; and,

WHEREAS, in connection with LICENSEE's development plans, LICENSEE and LICENSOR have agreed that a drainage swale for purposes of collecting and directing the flow of off-site, historic drainage south of the Property (hereinafter referred to as the "Improvements"), is beneficial; and,

WHEREAS, LICENSEE and LICENSOR have further agreed to locate the Improvements in property owned by LICENSOR, generally described as the public alleyway south and adjacent to the Property's southern border, and more particularly described in Exhibit "B" attached hereto (hereinafter referred to as "License Area").

NOW THEREFORE, in consideration of the mutual promises contained herein, the LICENSOR and LICENSEE agree as follows:

1. LICENSOR grants to LICENSEE a license to construct the Improvements within

public property owned by LICENSOR upon the terms and conditions contained herein.

2. Pursuant to this Agreement, LICENSEE may construct the following Improvements within the License Area:

In accordance with state and municipal permit requirements and regulations, all surface water management improvements necessary to direct, control and maintain surface water flow onto its property, as further depicted in Exhibit "I" attached hereto.

All such improvements shall be constructed in accordance with plans and specifications approved by LICENSOR prior to the commencement of construction. As built drawings of the improvements shall be submitted by LICENSEE to LICENSOR within 30 days of completion of the construction.

3. LICENSEE shall pay LICENSOR the sum of \$ 10.00 for this license.

4. LICENSEE shall maintain all improvements constructed pursuant to this Agreement in good condition.

5. The license granted herein is non-exclusive and its use by LICENSEE must always be compatible with LICENSOR's continued use of the License Area. LICENSOR shall notify LICENSEE prior to conducting any work, operations, or activities that will have a material impact on LICENSEE's use of this license, but shall not need LICENSEE's approval to conduct such work, operations, or activities. However, should LICENSOR take action, or grant to another party or parties the right to take such action, that permanently and materially obstructs the intent and operation of the Improvements, then this License Agreement shall terminate at the time such action is taken and LICENSOR shall accommodate the drainage otherwise served by the Improvements.

6. LICENSEE shall provide evidence of Commercial General Liability with a limit of not less than \$1 million per occurrence naming the City of Venice as Certificate Holder and an Additional Insured.

7. With the exception of willful or grossly negligent actions by LICENSOR or parties acting under LICENSOR's authority, LICENSOR shall not be responsible for damage to the improvements constructed pursuant to this Agreement caused by activities performed by LICENSOR within the License Area.

8. LICENSEE shall be responsible for damage to the License Area and all improvements located therein caused by activities performed by LICENSEE pursuant to this Agreement.

9. LICENSEE shall indemnify LICENSOR against any and all liabilities, losses, claims, demands, damages, or causes of action that may arise or be made against LICENSOR by reason of or in any way related to or arising from LICENSEE's use of the license granted hereby.

10. This Agreement shall run with the land and shall inure to the benefit of LICENSEE and his successors in interest until terminated in accordance with Section 5 or Section 11 hereof.

11. This Agreement may be terminated by LICENSOR upon 90 day's written notice. Upon termination, LICENSEE shall remove the Improvements if directed by LICENSOR, and LICENSOR shall accommodate the drainage otherwise served by the Improvements.

IN WITNESS WHEREOF the parties have executed this agreement on the date first written above.

WITNESSES

Sign: [Signature]
Print: Stephanie Stevenson

Sign: [Signature]
Print: ANNETTE BOONE

LICENSEE

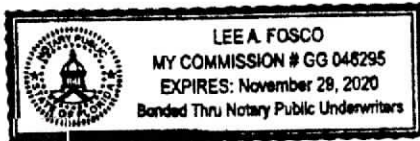
ARCATA DEL SOL, LLC
a Florida Limited Liability Company

By: [Signature]
Michael W. Miller, Manager

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 30th day of AUGUST, 2019, by Michael W. Miller, as Manager of ARCATA DEL SOL, LLC, a Florida Limited Liability Company, on behalf of the corporation. He is personally known to me or has produced NA as identification.

(SEAL)



NOTARY PUBLIC

Print: [Signature]
LEE FOSCO

ATTEST:

[Signature]
Lori Stelzer, City Clerk

(SEAL)

LICENSOR

CITY OF VENICE, FLORIDA

By: [Signature]
John Holic, Mayor

Approved By City Council

Date: 09/10/19

EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF
ARCATA DEL SOL OWNERS ASSOCIATION, INC.**

(A Corporation Not-for-Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not-for-Profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth in these Articles of Incorporation:

**ARTICLE I
NAME AND PRINCIPAL OFFICE OF CORPORATION**

The name of this corporation shall be ARCATA DEL SOL OWNERS ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association." The principal office address is located at 333 South Tamiami Trail, Suite 205, Venice, Florida 34285.

**ARTICLE II
PURPOSES**

The general nature, objects and purposes of the Association are:

A. To promote the health, safety, and social welfare of the owners of units located within ARCATA DEL SOL, a single-family, residential community (hereinafter referred to as the "Community"), as per the development plan as approved by the City of Venice, Venice, Florida, and per plat thereof to be recorded in the Public Records of Sarasota County, Florida.

B. To maintain, manage, and operate the surface water management system facilities, and maintain the common areas, if any, of the Community for which the obligation to maintain and repair has been delegated to the Association.

C. To collect on behalf of the Association all assessments levied by this Association.

D. To provide such services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.

E. To purchase, acquire, replace, improve, maintain, and repair such buildings, structures, and equipment related to the health, safety and social welfare of the members of the Association as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable.

F. To carry out all duties and obligations assigned to it as an Association under the terms of the Declaration of Covenants, Conditions, and Restrictions for the Association (the "Declaration of Community"), as applicable to such units of the Community.

G. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all 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 and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all 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 a budget and to fix assessments to be levied against all units in the Community which are subject to assessment pursuant to the aforesaid Declaration of Community 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 a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.

C. To place liens against any units in the Community for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to 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.

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, by-laws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers 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 is 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 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 aforesaid Declaration of Community.

J. In general, to have all powers which may be conferred upon a corporation not-for-profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV **MEMBERS**

The members of this Association shall consist of all Owners of units in the Community. Owners of such units shall automatically become members upon acquisition of the fee simple title to their respective units.

The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's unit, except that nothing herein contained shall be construed as terminating the membership of any member who may own two (2) or more lots so long as such member owns at least one (1) lots.

The interest of 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 unit which is the basis of his membership in the Association.

The Secretary of the Association, or another person designated by the Board, shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary or its designee in writing, giving the Owner's name, address and unit number; provided however, that any notice given to or vote accepted from the prior Owner of such unit 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 of Sarasota County or make any other inquiry to determine the status and correctness of the list of members of the Association and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE V **VOTING**

Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one vote for each unit in which he holds a fee simple ownership. When more than one person holds such interest in any one unit, the vote attributable to such unit may be cast by only one of such joint owners, whose vote must be registered in a voter's certificate on file with the Association. In the event of a vote in person, only one such joint owner may vote on behalf of said unit. Except where otherwise required by law or by the provisions of said Declaration of Community, or these Articles, the affirmative vote of a majority of members represented at any meeting of the members duly called and at which a quorum is present shall be binding upon the members.

ARTICLES VI
BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three (3) Directors. The number of Directors comprising succeeding Boards of Directors shall be provided from time to time in the Bylaws of the Association, but in no event shall there be less than three (3) nor more than nine (9) Directors. The Directors (other than those appointed by the Developer) must be members of the Association but need not be residents of the State of Florida.

B. Initial Directors shall be appointed by and shall serve at the pleasure of the Developer.

C. All Directors who are not subject to appointment by Developer shall be elected by the members. Election of the Directors shall be conducted according to the provisions of the Community Act, as amended from time to time.

D. All Directors, whether appointed or elected shall serve for terms of one (1) year in accordance with the provisions of the Bylaws. Any elected Director may be removed from office according to the provisions of the Community Act, as amended from time to time. Similarly, in no event may a Director appointed by the Developer be removed except by action of the Developer.

E. The names and addresses of the members of the initial Board of Directors who shall hold office until their successors are elected or appointed and have qualified are as follows:

JAYNE E. PARRISH
333 South Tamiami Trail, Suite 205, Venice, Florida 34285

MICHAEL W. MILLER
333 South Tamiami Trail, Suite 205, Venice, Florida 34285

MAREK WOJCICKI
333 South Tamiami Trail, Suite 205, Venice, Florida 34285

ARTICLE VII
OFFICERS

A. 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 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 for a term of one year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until their successors are duly elected and qualified, are as follows:

President	-	Jayne E. Parrish
Vice President	-	Michael W. Miller
Secretary/Treasurer	-	Marek Wojcicki

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence. If, however, the Association ceases to exist, any controlling governmental authority may assume the duties of the Association to maintain the surface water management system and other common area, if any.

ARTICLE IX

BYLAWS

The initial Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded in the manner provided by such Bylaws.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by a vote of two-thirds of the voting interests in the Association. No amendment affecting the rights of Developer shall be effective without the prior written consent of Developer.

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 333 South Tamiami Trail, Suite 205, Venice, Florida 34285, and the registered agent at such address shall be Michael W. Miller. 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 XII

BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment of its members in accordance with the provisions of said Declaration of Community as the same may be supplemented or modified by the provisions of the Association Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable units in the Community, which budget shall be conclusive and binding upon all persons provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

ARTICLE XIII **SUBSCRIBER**

The names and street address of the subscribers of these Articles are as follows: Michael W. Miller - 333 South Tamiami Trail, Suite 205, Venice, Florida 34285

ARTICLE XIV **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and directors shall be indemnified by the Association for and against all expenses and liabilities, including counsel fees (including appellate proceedings, mediation or arbitration) reasonably incurred in connection with any proceeding 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 any criminal proceeding, or 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 XV **DISSOLUTION OF THE ASSOCIATION**

A. The Association may be dissolved upon a resolution to that effect being approved by 100% of the voting interests in the Association or as provided for in the Community Act, as amended from time to time, and if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in §617.1433, Florida Statute, as amended, or any statute of similar import then in effect.

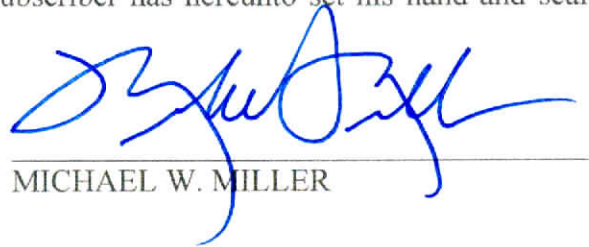
B. Upon dissolution of the Association, all assets remaining after provisions for payment of creditors, and all costs and expenses of such dissolution, shall be distributed in the following manner:

(1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority

may be dedicated to such authority provided the authority is willing to accept the dedication.

(2) All remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the dwellings subject to assessment in equal shares, and the share of each shall be distributed to the then Owners thereof.

IN WITNESS WHEREOF, the aforesaid subscriber has hereunto set his hand and seal this 13th day of January, 2022.


MICHAEL W. MILLER

ACCEPTANCE

I hereby agree, as Registered Agent, to accept Service of Process; to keep the office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above Florida designated address) in some conspicuous place in the office as required by law. I am familiar with and accept the obligations provided for in §617.0503 of the Florida Statutes.

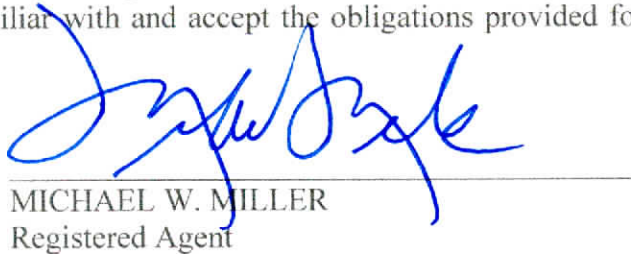

MICHAEL W. MILLER
Registered Agent

EXHIBIT "C"

BYLAWS OF ARCATA DEL SOL OWNERS ASSOCIATION, INC.

ARTICLE I Identity

Section 1. Name. The name of the Corporation is Arcata Del Sol Owners Association, Inc. (the "Association").

Section 2. Principal Office. The initial principal office of the Association is located at 333 South Tamiami Trail, Suite 205, Venice, Florida 34285.

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

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

ARTICLE II Powers and Duties of the Association

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

ARTICLE III Membership

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

ARTICLE IV Meetings of the Members

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

Section 2. Annual Meeting of Members. An annual meeting of the Members shall

be held each year in February. Subject to Article V, at each annual meeting, the Members shall elect the Board of Directors of the Association and may conduct such other business as may be properly brought before the meeting.

Section 3. Special Meetings. The President of the Association may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members, if so directed, by resolution of a majority of the Board of Directors, or, if after the Turnover, upon a petition signed by at least twenty-five percent (25%) of the voting interests. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member, not more than fifty (50) nor less than ten (10) days before the date of such meeting, by or at the direction of the President or the Secretary.

Section 5. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the voting interests representing thirty-three percent (33%) of the total votes in the Association shall constitute a quorum at all meetings of the Association.

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

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

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

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

ARTICLE V
Election of Board of Directors

Section 1. Number of Directors. The governance and administration of the affairs of the Association shall be vested in a Board of Directors. The number of Directors of the Association shall be not less than three (3). The initial Board shall consist of Jayne E. Parrish, Michael W. Miller and Marek Wojcicki.

Section 2. Election or Appointment of Directors. Until the first annual meeting of Members after (i) Class B votes are equal to Class A votes, (ii) June 1, 2027, or (iii) at such earlier date as determined in the sole discretion of the Developer, whichever occurs earlier (the "Turnover Date"), the Developer shall have the right to appoint all Members of the Board of Directors. At the first annual meeting of Members to occur after the Turnover Date, the Board shall be established at a number equal to the number of directors to be elected by the Members. The Developer shall call a meeting within sixty (60) days of the Turnover Date at which the following shall occur: (a) the existing Directors shall resign; (b) the Members shall elect the directors as described in Section 4; and (c) the Class "B" Membership shall terminate and be converted to a Class "A" Membership. The Developer may, in its sole and absolute discretion, permit the Members to elect a portion of the Directors earlier than the Turnover Date.

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

For purposes of this Section, the total number of Lots within ARCATA DEL SOL shall be considered to be TWENTY (20). NO REPRESENTATION OR WARRANTY IS MADE THAT UPON BUILDOUT, ARCATA DEL SOL WILL BE DEVELOPED WITH THIS NUMBER OF LOTS.

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

Section 4. Directors Election. Prior to the Turnover, the Developer shall appoint all Directors. After Turnover all Directors shall be elected by the Class "A" Members.

Section 5. Nomination of Directors. Nomination for election to the Board of Directors shall be by Nominating Committee. However, nominations may also be made from the floor at any annual meeting of Members. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors, and two or more Members of the Association. The committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event, shall it nominate less than the number of vacancies to be filled.

Section 6. Removal of Directors and Vacancies. Any Director appointed by the Developer may be removed, with or without cause, only by the Developer. Any Director elected by the Members may be removed, with or without cause, by the majority vote of the voting

interests who were entitled to elect such Director. Upon removal of a Director, a successor shall be elected by the party entitled to elect or appoint the Director so removed to fill the vacancy for the remainder of the term of such Director.

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

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

ARTICLE VI

Meetings of the Board of Directors

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

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time, and place, and shall be determined from time to time by a majority of the Directors, but commencing with the Turnover, at least four (4) regular meetings shall be held during each fiscal year, with at least one (1) per quarter; provided, however, that the Annual Meeting shall constitute a regular meeting. Notice of the time and place of any meeting shall be posted in a conspicuous place within ARCATA DEL SOL at least forty-eight (48) hours prior to the time of the meeting, unless the meeting is an emergency special meeting. In the alternative, notice of the meeting may be mailed or delivered to all Members at least seven (7) days in advance of the meeting.

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

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

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

transacted, provided that notice of such reconvened meeting shall comply with the notice provisions set forth in Section 2 of this Article VI.

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

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

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

ARTICLE VII

Officers

Section 1. Officers. The officers of the Association shall be a President and Vice President and a Secretary and Treasurer to be elected from among the members of the Board of Directors. The Board of Directors may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person. The initial officers are: Jayne E. Parrish - President; Michael W. Miller – Vice President; and Secretary/Treasurer – Marek Wojcicki.

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

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

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

ARTICLE VIII

Duties of Officers

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

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

- (a) Act as presiding officer at all meetings of the Members and the Board of Directors.
- (b) Call special meetings of the Members and the Board of Directors.
- (c) Sign, with the Secretary or Treasurer, if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
- (d) Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out.
- (e) Act as an ex-officio member of all committees and render an annual report at the annual meeting of Members.

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

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

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

Section 4. Treasurer. The Treasurer shall:

(a) Receive monies as shall be paid into the Treasurer's hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements and be custodian of all contracts, leases, and other important documents of the Association which shall be kept or caused to be kept safely deposited.

(b) Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver the books to the Treasurer's successor; prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year; make a full and accurate report on matters and business pertaining to the office of Treasurer to the Members at the annual meeting and make all reports required by law.

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

ARTICLE IX

Committees

The Board or Directors shall appoint a Nominating Committee and Architectural Control Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its obligations and privileges.

ARTICLE X

Discipline

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

Section 2. Notice. Prior to imposition of any sanction hereunder, the Board of Directors, or its delegate, shall serve the accused with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) a period of not less than

fourteen (14) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within ten (10) days of the notice.

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

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

ARTICLE XI

Fiscal Management

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

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

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

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

Section 5. Budget. The Board of Directors shall adopt a budget for each fiscal year

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

Section 6. Books and Records. The books, records, and papers of the Association shall be subject to inspection by any Member during ordinary business hours. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

Section 7. Fidelity Bonds. The Board of Directors may determine that all persons who control or disburse Association funds should furnish adequate fidelity bonds. In such event, the premiums on such bonds, if any, shall be paid by the Association. Such fidelity bonds shall name the Association as an Obligee, and shall be written, in an amount approved by the Board of Directors.

ARTICLE XII

Miscellaneous

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

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

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

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

(a) If to an Owner or Member, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of the Owner or Member; or

(b) If to the Association, the Board of Directors, or the Manager, at the principal office of the Association or the Manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

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

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

EXHIBIT “D”

**OWNER’S INSTRUCTIONS FOR
MAINTENANCE AND INSPECTION
OF DRY DETENTION POND
WITH PERCOLATION
FOR STORMWATER FACILITY
FOR
ARCATA DEL SOL**

**OWNER'S INSTRUCTIONS FOR
MAINTENANCE AND INSPECTION
OF DRY POND PERCOLATION POND
FOR STORMWATER TREATMENT
FOR ARCATA DEL SOL**

The entire stormwater system should be inspected on at least a semi-annual basis. This should include a visual inspection of the pond, pond banks, pond bottom, control structures, and discharge pipes. These should be kept free of debris and cleaned on a frequency as required to keep them functional, as designed. Mowing/clearing around the structures may be required to prevent clogging.

The owner of the facility shall inspect the pond bottom periodically after heavy rainfall events to check for persistent ponding or pooling of water. All large debris shall be removed and disposed of elsewhere. If prolonged ponding persists, i.e., in excess of 72 hours, the owner shall rake or scarify the surface. If required, the soils in the area of ponding shall be removed and replaced with clean sandy, non-cohesive soils.

Sediment sumps, if designed and installed, should have sediment removed as necessary to allow the drainage structure to efficiently remove suspended particles. They should be re-dug to the original specifications, if silted in.

Please check the construction plans and approved permit to see if written reports or monitoring are required to be sent to any reviewing agencies. Written notes should always be kept which describe maintenance activities undertaken during each inspection.

Specific conditions of all permits may require additional maintenance activities above and beyond those outlined above. Please be aware of all permit conditions as issued by regulatory agencies to ensure permit compliance. Attached are the Southwest Florida Water Management guidelines on how to Operate & Maintain your Stormwater management system. It is recommended these guidelines be implemented.

OWNER'S INSTRUCTIONS FOR MAINTENANCE AND INSPECTION OF STORM DRAINAGE PIPES

Drainage systems should be inspected on a routine basis to ensure that they are functioning properly. Inspections can be on an annual or semi-annual basis, but should always be conducted following major storms. Visual inspections of Storm Drainage Pipes, Catch Basins, Outfall Structures and Sump are highly recommended. It should be stressed that good records should be kept on all maintenance operations to help plan future work and identify facilities requiring attention.

METHODS AND EQUIPMENT FOR CLEANOUT OF STORM DRAINAGE PIPE SYSTEMS

Various types of equipment are available commercially for maintenance of drainage systems. The most frequently used equipment and techniques are listed below:

1. VACUUM PUMP

This device is normally used to remove sediments from sumps and pipes. The equipment for this system is generally mounted on a vehicle. It requires a 200 - 300 gallon (0.757 - 1.36m) holding tank and a vacuum pump that has a 10" (254mm) diameter flexible hose with a serrated metal end for breaking up cake sediment. A two-man crew can clean a catch basin in 5 to 10 minutes. This system can remove stones, bricks, leaves, litter and sediment deposits. Normal working depth is 0 to 20' (0 - 6m).

2. WATERJET SPRAY

This equipment is generally mounted on a self-contained vehicle with a high pressure pump and a 200 - 300 gallon (0.760 - 1.40m) water supply. A 3" (76mm) flexible hose line with a metal nozzle that directs jets of water at a reverse angle, which propels the nozzle forward while blasting debris backwards toward the catch basin. As the hose line is reeled in, the jetting action forces all debris to the catch basin where it is removed by the vacuum pump equipment. Normal length of hose is approximately 200 feet (61m). Because of the energy supplied by the water jet, it should not be used to clean erodible trench walls.

3. FIRE HOSE FLUSHING

This equipment consists of various fittings that can be placed on the end of a fire hose such as rotating nozzles, rotating cutters, etc. When this equipment is dragged through a pipe, it can be effective in removing light material from the pipes.

4. SEWER JET FLUSHERS

Sewer jet flushers are usually truck-mounted and consist of a large water tank of at least 1000 gallons (3.785m^3), a triple action water pump capable of producing 1000 psi (6900 KN/m^2) or more pressure, a gasoline motor to run the pump, hose reel large enough for 500 feet (153m) of 1-inch (25mm) inside diameter high pressure hose, and a hydraulic pump to operate the hose reel. In order to clean pipes properly a minimum nozzle pressure of 600 psi (4140 KN/m^2) is required. All material is flushed ahead of the nozzle by spray action. This extremely mobile machine can be used for cleaning areas with light grease problems, sand and gravel infiltration, and for general cleaning.

How To Operate & Maintain Your



Stormwater Management System

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Stormwater Management System: It's Your Responsibility

Surface water management facilities, such as ponds, ditches and swales, are constructed to trap and filter out pollutants in stormwater runoff from roads, parking lots, buildings and lawns. Discharge of untreated water to natural lakes, creeks, and rivers is harmful to natural vegetation and wildlife; this destroys one of the very things we like best about Florida — our enjoyment of the abundant clean water for recreation and aesthetic enjoyment.

The purpose of this informational pamphlet is to provide the entity/permittee responsible for the operation and maintenance of the Stormwater Management System (SWMS) with guidelines for establishing a program of routine maintenance procedures, which should minimize problems and maximize the appearance and performance of a SWMS.

Typically, site developers are responsible for operation and maintenance until construction is complete, then they are required by permit condition to transfer this responsibility to a homeowners', condominium owners', or property owners' association. After an association is legally established and construction of the surface water management system is completed, the association will assume responsibility. The operation and maintenance entity for shopping centers, individual stores and offices typically is the landowner or a management company hired by the landowner.

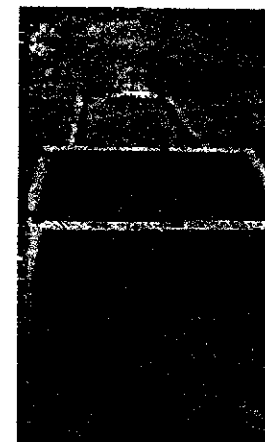


Your SWMS...

Your (SWMS) is designed and constructed to comply with certain environmental protection criteria. Stormwater ponds and their associated surface water management facilities are designed to capture and remove pollutants from specific volumes of stormwater runoff through processes such as percolation, filtering and/or detention. As long as they are constructed properly and maintained in an effective state, water quality standards are presumed to be met.

Stormwater management systems should be inspected on a routine basis to ensure that they are functioning properly. Inspections should be scheduled on a monthly or quarterly basis and following any major rain event. More frequent inspections may be necessary during the rainy season. Keeping detailed notes on maintenance activities will help when providing a report to the Southwest Florida Water Management District (District) at the time of your 18- or 24-month inspection. Environmental Resource Permit (ERP) or your Management and Storage of Surface Waters (MSSW) permit includes a condition that specifies how often the inspection reports are due.

It would be wise to designate one individual as the person responsible for overseeing operation and maintenance activities, monitoring and reporting. This will allow that individual to become well acquainted with the SWMS. Provide this person with a copy of the permit and District-approved construction drawings should questions or issues develop.



General Maintenance

1. All stormwater pipes, inlets, catch basins, manholes, flumes, pond inflow and outfall structures (including oil skimmers), and discharge pipes should be inspected on a regular basis (monthly or quarterly) and after major rainfalls. They should be maintained by removing built-up debris and vegetation and repairing deteriorating structures.
2. Chemicals, oils, greases or similar wastes are NOT to be disposed of directly to the stormwater facility or through storm sewers. Treatment ponds are designed to treat normal road, parking lot, roof and yard runoff only. Some chemicals may interfere with a treatment pond's functions or kill vegetation and wildlife. Dispose of these potentially dangerous materials properly by taking them to recycling facilities or to collection locations sponsored by many local governments.

Also, do not dispose of grass clippings in a SWMS. Grass clippings pose problems by smothering desirable vegetation, clogging outfall structures and, when they decompose, may cause unsightly algae blooms that can kill fish.
3. Accumulated pond sediments may contain heavy metals such as lead, cadmium and mercury, as well as other potentially hazardous materials. Therefore, sediments removed from storm sewers, inlets, pipes and ponds should be disposed of at an approved facility (check with your county Solid Waste Department or the Florida Department of Environmental Protection for disposal facilities approved to accept treatment pond sediment).
4. During any repair or maintenance activity, use care to avoid causing erosion or siltation to adjacent or off-site areas.
5. Remember, alterations (filling, enlarging, etc.) of any part of the stormwater facility is not permitted without prior approval from all applicable governing agencies.

continued on page 4

General Maintenance *continued from page 3*

6. The approved Operation and Maintenance Permit and as-built drawings are available at your local District service office. Refer to those plans and permits or additional restrictions, instructions and conditions.
7. It is usually more cost-effective to monitor and perform routine maintenance on a SWMS, rather than let it fail and have to reconstruct the entire system.
8. Mosquito growth can be minimized in a SWMS by the following measures:
 - Do not dump grass clippings or other organic debris into a SWMS — decaying grass clippings and other decomposing vegetation create ideal conditions for breeding mosquitoes.
 - Clean out any obstructions that get into the system. Debris can obstruct flow and harbor mosquito eggs and larvae.
 - Remove water lettuce and water hyacinth, which nourish and shelter mosquito larvae.
 - Stock ponds with predatory "mosquito fish" — Gambusia minnows, which may be collected from other ponds and ditches and introduced into your SWMS. Remember, the introduction of grass carp into your SWMS will require District approval.



Stormwater Management System

Ditches & Swales

(AKA Percolation Ponds)

Some Environmental Resource Permits and (Management and Storage of Surface Water Permits) require that the vegetation in some ditches be protected to offset wetland impacts permitted during construction or for water quality treatment. The permit or approved construction should clearly identify which ditch vegetation must be preserved. If you're unsure, contact your local District service office.

If vegetation is not required to be protected, ditches and swales should be periodically mowed and cleaned of accumulated refuse. During the mowing operations, ditches and swales should be inspected for bare spots, damage or erosion. Bare areas should be sodded or seeded to replace the grass cover. In the case of erosion, replace the missing soils and bring the area back to grade.

Some ditches are designed to store runoff for short periods of time utilizing ditch blocks or raised inlets. These ditch blocks or inlets should not be removed or altered.

If you are unable to identify what type of treatment method serves your development, contact your District service office. Addresses are on the back of this pamphlet.



Stormwater Management System

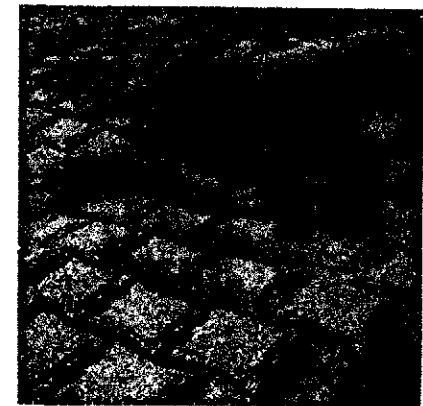
Dry Retention Ponds

(AKA Percolation Ponds)

How to recognize: Dry retention ponds are designed to be dry, except for 72 hours following a rain event, or a series of rain events if they occur frequently. They are sodded or grassed, with a concrete overflow structure that has a grated top and sometimes a rectangular weir cut in the side of the concrete structure.

How they work: A portion of the site's storm water percolates through the topsoil. The pollutants settle out and are trapped on the pond's bottom. Exposure to sun and oxygen helps break down the greases and oils.

Why they fail: Accumulated sediments with silts, oils and greases eventually seal off the porous bottom sands, resulting in little or no percolation through the filtering sands. Untreated water may discharge through the overflow structure if this occurs.



Stormwater Management System

Dry Retention Ponds

(AKA Percolation Ponds)

MAINTENANCE SUGGESTIONS

1. On a monthly or quarterly basis, and following a storm event, the entity responsible for maintenance should make an inspection of the pond and its outfall structure to ensure that the system is operating properly. If standing water persists longer than 72 hours after a normal summer rain event, or if wetland vegetation such as cattails grow in the pond, the stormwater facility may be in need of repair. Repairs may be as simple as scarifying or raking the pond bottom, or may consist of removing the bottom sediment (approximately the top foot of soil) and replacing the soil with clean sand. For more information, contact your local District service office.
2. Mow frequently enough to prevent thatch buildup. Pick up grass clippings after cutting. Limit fertilizer use around the pond, and do not fertilize grass in the pond area.
3. Resod any areas (sides or bottom) where grass or sod has been removed or eroded.
4. Keep the outfall structure clear of debris and vegetation.



Stormwater Management System

Effluent Filtration

Side-drain Filtration or Underdrain Filtration

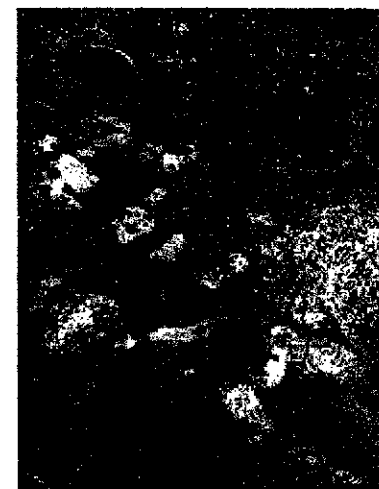
How to recognize: These ponds may either be dry or wet, but rely on a filtration system made of perforated pipe laid in a bed of filter media, such as sand, to remove pollutants.

"Cleanouts," or vertical pipes with caps screwed on top, are connected to the buried pipes and extend up to the pond surface or bank. It is essential that the cap is always kept secured on the cleanout so that untreated water is not discharged through the cleanout.

How they work: A portion of the site's storm water percolates through the filter media into the perforated pipe and out through the control structure. Pollutants settle out or are trapped in the filter media. In addition, exposure to sun and oxygen helps break down the greases and oils.

Why they fail: The filter bed may become clogged with accumulated sediment, oils and greases, resulting in little or no percolation through the filtering sands. Untreated water may discharge through the overflow structure if this occurs.

For maintenance suggestions see page 9



Effluent Filtration

Side-drain Filtration or Underdrain Filtration

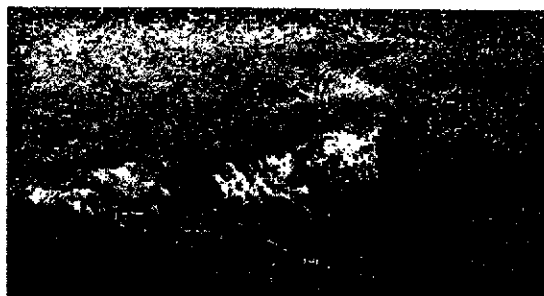
MAINTENANCE SUGGESTIONS

In general, if approximately 36 hours after a rain event you notice that water discharges over the top of the concrete control structure, rather than through the perforated pipe, it may be a signal that the pond is not functioning properly.

1. On a monthly or quarterly basis, and following a storm event, inspect the pond and its outfall structure to ensure that the system is operating properly.

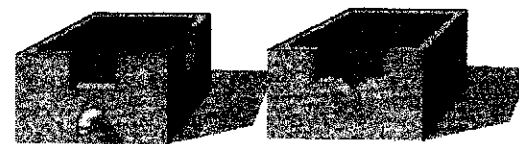
Repairs may be as simple as scarifying or raking the filter sand, forcing water through the cleanout to cleanse the perforated pipe, or as involved as replacing the filter media. Check construction plans or contact the District for more information if any questions arise.

2. Mow frequently enough to prevent thatch buildup. Pick up grass clippings after cutting. Limit fertilizer use around the pond, and do not fertilize grass in the pond area.
3. Resod any areas where grass has been removed or eroded. Do not sod over the filter media. Place stone or gravel over the filter media for stabilization, if necessary.
4. Keep the outfall structure clear of debris and vegetation.



Wet Detention Ponds

How to recognize: Look at the outfall structure. If it looks similar to the ones below and about a third of the pond is shallow or covered with vegetation (or recruiting vegetation if the pond is newly constructed), there's a good chance the facility is a wet detention pond.



How they work: Wet detention ponds are designed to detain storm water for several days while pollutant-laden sediments settle to the pond bottom. Additionally, sunlight and oxygen break down greases and oils. Vegetation in the shallow littoral zone (the shallow zone created near the pond outfall structure that designed to be vegetated) helps treat water through nutrient and heavy metal uptake.

Why they fail: After some years of use, wet detention ponds may fail. The control structure may become clogged with vegetation and sediment. Vegetation and sediment may accumulate in the pond, reducing the pond's ability to store storm water.

For maintenance suggestions see page 11



Stormwater Management System

Wet Detention Ponds

MAINTENANCE SUGGESTIONS

1. All sodded side slopes and berms should be maintained by the procedure outlined for ditches and swales. Inflow structures should be maintained by the procedures outlined in this brochure under "General Maintenance."
2. Maintain, rather than remove, wetland vegetation that becomes established in the littoral zone. Do not cut, mow, use herbicide or grass carp to remove any of the vegetation in the littoral zone without prior approval from the District. Refer to the conditions of the permit and construction notes for any further instructions.
3. On a monthly or quarterly basis, and after severe rainfall events, check the area in front of the outfall control structure for built-up sediments, vegetation, trash and debris that impair the operation of the structure. Remove sediment, vegetation, trash and debris to an approved disposal site.
4. When littoral zone vegetation and sediment accumulate to such an extent that water depth decreases, the littoral zone may need to be regraded and revegetated. When it appears that a pond has reached this state, it is best to contact a District representative prior to large-scale maintenance.

When wet detention pond littoral zones are intentionally planted for aesthetic purposes, or to offset wetlands' impacts, removal of weedy or exotic vegetation may be required and accompanied by replanting of desirable vegetation. Check with your local District service office to determine specific requirements.



Southwest Florida Water Management District Service Offices

BROOKSVILLE (headquarters)
2379 Broad Street
Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476

TAMPA
7601 U.S. Hwy. 301 N.
Tampa, Florida 33637-6759
(813) 985-7481 or 1-800-836-0797

BARTOW
170 Century Blvd.
Bartow, Florida 33830-7700
(863) 534-1448 or 1-800-492-7862

SARASOTA
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or 1-800-320-3503

Southwest Florida
Water Management District



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The Southwest Florida Water Management District (District) does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans With Disabilities Act should contact the Communications Department at (352) 796-7211, extension 4757; TDD only 1-800-231-6103 (FL); fax (352) 754-6883; Soncor 663-6882 or view our Web site on the World Wide Web at WaterMatters.org.