DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CASSATA PLACE

MPS DEVELOPMENT AND CONSTRUCTION, LLC, a Florida Limited Liability Company ("Developer"), whose address is 333 S Tamiami Trail, Suite 205 , Venice, Florida 34285, being the contract purchaser or seller 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 **Cassata Place 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, including any and all amendments or modifications thereof.

1.5 "Common Area" or "Common Areas" shall mean the Surface Water Management System facilities, sanitary sewer and lift station, and all portions of the Property (including pool, cabana, parking areas, signage 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 MPS Development and Construction, LLC, a Florida Limited Liability Company and their 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 non-exclusive basis, at the option of Developer.

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

1.8 "Dwelling" shall mean and refer to each and every attached single-family dwelling unit attached to a party wall and constructed on any one (1) Lot. For example, there shall be one (1) Dwelling located on Lot 1 and one (1) Dwelling located on Lot 2.

1.9 "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.

1.10 "Owner" shall mean and refer to the record owner, whether one (1) 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 hold title to any Lot, provided that the rights of Developer hereunder shall take precedence over any restrictions imposed hereunder upon Owners.

1.11 "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.

1.12 "Surface Water Management System" shall mean that portion of the Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes 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.

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 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, provided that this construction and maintenance easement shall not apply to any portion of a Lot on which a Dwelling or any portion thereof is already erected. 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 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 support, maintenance or replacement of any party wall serving the Owner of any Lot or other improvements serving the Owner of any Lot which, by virtue of overhangs, inaccuracies in construction or settlement or movement of any improvements, encroach upon such adjoining Lot.

2.5 Easements for Utilities and Drainage. Perpetual nonexclusive easements 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. A specific easement, five feet (5') in width and directly adjacent to the road right-of-way abutting each Lot, is also reserved for Florida Power and Light Company for the installation, operation and maintenance of electrical apparatus. 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 the installation and maintenance of utilities to serve each of the Lots lying on either side of said lot lines:

(i) as to each Lot, ten feet (10') in width from the rear lot line;

(ii) seven feet six inches (7'6") from the north side of lots 1, 3, 5, 7, 9, 11, 13, 16, 18, 20, 22, 24, 26 and 28 and the south side of lots 2, 4, 6, 8, 10, 12, 14, 15, 17, 19, 21, 23, 25 and 27. There shall be no setback required as to the side lot lines between Lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10, 11 and 12, 13 and 14, 15 and 16, 17 and 18, 19 and 20, 21 and 22, 23 and 24, 25 and 26, 27 and 28 (the "party wall" side) (for example, a setback is required from the side Lot line between Lots 2 and 3, but not from the side Lot line between Lots 1 and 2);

(iii) as to each Lot, ten feet (10') in width from the front lot line.

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 benefited 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 there from. 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, 2023; 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) the maintenance and operation of the sanitary sewer, water main and lift station shall be the responsibility of the City of Venice;

(d) 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;

(e) all lawns within the Property, including mowing, edging, and fertilizing thereof;

(f) the exterior painting of all Dwellings, excluding roofs, lanais, and screened porches, to be paid for by special assessment;

(g) the exterior cleaning of all roofs, if required, by special assessment;

(h) all sidewalks and walks serving more than one Lot, if any, or serving the recreation area;

(i) maintenance, repair, and replacement of courtyard walls and/or fences (excluding party walls) by special assessment;

(j) maintenance, repair, and replacement of private roads and parking areas within the Property;

(k) all sprinkler or other irrigation systems and all water used for irrigation within the Property.

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 shall bear the initial cost of such meter and other facilities and may thereafter 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 therefor, 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 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 recreation, 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 1st 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 $4,000.00 per Lot, subject to Section 4.5(b) below.

(a) From and after January 1st 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 1st 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, by evidence of a completion letter issued by the County of Sarasota, Florida, 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 Exterior Painting, Roof Cleaning, 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 paying for exterior painting of Dwellings (exclusive of roofs, lanais, and screened areas), cleaning of roofs, 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 $500.00 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 insure 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 thirty (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 Approval to Commence ("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 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, 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 thirty (30) 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, submission of Plans to, 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 ("C.A.") by the Committee 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 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 (k) 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; all Common Area parking areas, roads and roadways within the property; all drainage easements, the pool, cabana and all other commonly used recreational areas; all of the irrigation systems within the Property; 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, and (ii) landscaping installed on any Lot by an Owner with Board of Directors approval on the condition that the Owner maintain same. 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 Cassata Place, 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 (excluding roofs) and roof cleaning.

6.2 Painting of Exterior of Dwellings and Roof Cleaning. The Association, subject to the provisions of Section 6.1 hereof, shall be responsible for the painting of the exterior of the Dwellings, excluding roofs, screened porches and lanais, and shall be responsible for the cleaning of roofs. Such painting and roof cleaning shall be performed at such times, and by such persons as may be designated by the Board of Directors, and shall be paid for by special assessment as provided in Section 4.6. All persons with whom the Association contracts for roof cleaning services shall provide adequate insurance to protect the Association from liability for and to pay costs for repair of any roof leaks which may result from cleaning of the roofs. All other maintenance of the exterior of the Dwellings not designated herein as the responsibility of the Association shall be the responsibility of the Owner.

6.3 Care and Appearance of Dwellings. Each Dwellings shall be maintained in a structurally sound and neat and attractive manner, including walls, roofs, gutters, downspouts, glass, screened areas, mailboxes and post lights, by and at the expense of the Owner, except for the specific obligations of the Association under Section 6.2. 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. The rights and duties of the Owners with respect to party 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 between such Lots shall constitute a party 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.

(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 insuring 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.

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 judgement 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 Sarasota County and/or SWFWMD standards, or if the Association should fail to exist, Sarasota County 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, repair functions and take any necessary enforcement measures. Sarasota County 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. Sarasota County and/or SWFWMD also has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the system facilities or in mitigation or conservation areas under the responsibility or control of the Association.

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 the zero lot line between Lots with the identical numerical designation; for example, a detached single family Dwelling may be located on the zero lot line between Lots 1 and 2. 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.

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 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 7.34 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 7.34.

As to all Lots, 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) twenty feet (20') from any point on the front lot line of any Lot; or (ii) ten feet (10') from any point on the rear lot line of any Lot, or (iii) seven feet six inches (7'6") from the north side of lots 1, 3, 5, 7, 9, 11, 13, 16, 18, 20, 22, 24, 26 and 28 and the south side of lots 2, 4, 6, 8, 10, 12, 14, 15, 17, 19, 21, 23, 25 and 27. There shall be no setback required as to the side lot lines between Lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10, 11 and 12, 13 and 14, 15 and 16, 17 and 18, 19 and 20, 21 and 22, 23 and 24, 25 and 26, 27 and 28 (the "party wall" side) (for example, a setback is required from the side Lot line between Lots 2 and 3, but not from the side Lot line between Lots 1 and 2).

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 or eaves, air conditioning or heating equipment, pool equipment, and any walls or hedges screening air conditioning, heating and/or pool equipment from public view.

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

(a) All roofs of Dwellings shall be of tile unless otherwise approved by the Developer in writing. No aluminum roofs shall be permitted.

(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.

(c) Each Dwelling shall have a ground floor 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 one (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.

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 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. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, 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 builders 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 Floritam grass or other 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 inground irrigation systems for the lawn and landscaping thereon. All irrigation plans are subject to Architectural Control Committee approval. The irrigation system on each Lot shall be tapped into and made a part of the master irrigation system serving the Property.

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. 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 algaecides, introduction of grass carp, and cutting. Owners should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Venice 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 Property shall be installed, operated and maintained by the Association in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the Surface Water Management System shall not be adversely interfered with, changed or altered except pursuant to permits or approvals issued by the controlling governmental authority. No Lot shall be increased in size by filling in the water in which it abuts. If wetland mitigation or monitoring is required, the Association shall be responsible for carrying out that obligation.

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 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 and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee. Post lights 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 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 from the Developer; or (ii) upon forty-five (45) days prior written notice from Developer, whichever is later. All structures and improvements must be completed substantially in accordance with the approved Plans within ten (10) 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.

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 per lot. 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. No fences shall be permitted on the boundary of any portion of a Pond (as described in Section 7.30 below). 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.

7.30 Ponds. Any ponds or other water retention areas ("Ponds") constructed by Developer within the Property shall be part of the Property's drainage facilities. In no event may Owners or residents of the Property or members of the public use such Ponds for swimming, bathing, boating or other recreational purposes, other than fishing, which shall be permitted only by Owners or residents of the Property.

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. The governing provisions as well as rules and regulations of the Association shall remain in effect for a minimum of twenty (20) years with automatic renewal periods thereafter. 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 of ten (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 7.19 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 nine (9) 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. Invalidation 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 9th day of January, 2020.

Witnesses:

Sign Stephanie L Tancey
Print STEPHANIE L TANCEY

Sign Tammy Chatham
Print TAMMY CHATHAM

MPS Development and Construction, LLC
a Florida Limited liability Company

By: _____
Michael W. Miller, as its Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 9th day of January, 2020, by Michael W. Miller, as Manager of **MPS Development and Construction, LLC** , a Florida Limited Liability Corporation, on behalf of the corporation. He is personally known to me or produced N/A as identification.

NOTARY PUBLIC

_____
Print Jayne E. Parrish

(SEAL)

JAYNE E PARRISH
Commission # GG 158588
Expires December 1, 2021
Bonded Thru Budget Notary Services

CONSENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CASSATA PLACE

AQUADUCT, LLC, the undersigned, being the property Owner of the property outlined as Exhibit "A" which encumbers the property described in the Declaration of Covenants, Conditions and Restrictions for Cassata Place to which this Consent is attached, hereby consents to the Declaration and agrees to the terms and provisions of the Declaration.

Witnesses:

Sign _____
Print STEPHANIE L TANCEY

Sign _____
Print _____

AQUADUCT, LLC,
a Florida limited liability company

_____
By: Michael W. Miller
As its: Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 9th day of January, 2020, by Michael W. Miller, as Manager, on behalf of AQUADUCT, LLC, a Florida limited liability company. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sign _____
Print Jayne E. Parrish

(SEAL)

JAYNE E PARRISH
Commission # GG 158588
Expires December 1, 2021
Bonded Thru Budget Notary Services

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EXHIBIT "A"

LEGAL DESCRIPTION
CASSATA PLACE

Tract 4 of the unrecorded Plat of KENT ACRES, more particularly described as follows:

Commence at the Northwest corner of Tract 17, as shown on the Plat of VENICE FARMS, recorded in Plat Book 2, Page 179 of the Public Records of Sarasota County, Florida; thence N.89°37'10"W., along the South Right of Way line of Venice Avenue, as shown in Road Plat Book 2, Page 43 and Road Plat Book 4, Page 3 of the Public Records of Sarasota County, Florida, a distance of 963.63 feet to the POINT OF BEGINNING; thence continue N.89°37'10"W., along said South Right of Way line of Venice Avenue, a distance of 304.17 feet; thence S.00°02'28"W., a distance of 725.85 feet; thence S.89°36'30"E., a distance of 304.10 feet; thence N.00°02'47"E, a distance of 725.91 feet to the Point of Beginning.

Subject to a reservation for an Ingress and Egress Easement over the southerly 15.00 feet of the above described lands.

All lying and being in Section 9, Township 39 South, Range 19 East, Sarasota County, Florida.

EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
CASSATA PLACE 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 these Articles of Incorporation, Inc:

ARTICLE I
NAME AND PRINCIPAL OFFICE OF CORPORATION

The name of this corporation shall be CASSATA PLACE OWNERS ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association." The principal office address is 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 CASSATA PLACE, a single family residential community (hereinafter referred to as a "Community"), as per the Site 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 a Community Association under the terms of the Declaration of Community applicable to units in 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
EXISTENCE OF THE CORPORATION

The Association Corporation shall exist in perpetuity. If, however, the Association Corporation dissolves, the operational documents shall provide that the surface water management system shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) – (f), who has the powers listed in section 12.3.4(b) 1-8 and the covenants and restrictions required in section 12.3.4(c) 1-9 and the ability to accept responsibility for the operation and maintenance of the system described in section 12.3.4(d) 1 or 2, and any controlling governmental authority may assume the duties of the Association Corporation to maintain the surface water management system and other subdivision common property.

ARTICLE V
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 units so long as such member owns at least one (1) unit.

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 VI
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 VII
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 by 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 VIII
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 IX
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 X
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 XI
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 XII
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 XIII
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 XIV
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 XV
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 XVI
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 9th day of January, ~~2019.~~ 2020

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

W130-16243\articles

EXHIBIT "D"

ENVIRONMENTAL RESOURCE PERMIT
CASSATA PLACE

SEE ATTACHED

Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

February 21, 2019

Aqueduct, LLC
Attn: Frank Cassata
7507 South Tamiami Trail
Sarasota, FL 34231

Subject: **Notice of Agency Action - Approval**
ERP Individual Construction

Project Name:	Bella Vista
App ID/Permit No:	774082 / 43043416.001
County:	Sarasota
Sec/Twp/Rge:	S09/T39S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Manager
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
As-Built Certification and Request for Conversion to Operation Phase
Notice of Authorization to Commence Construction
Notice of Rights

cc: Paul Sherma, P.E., Professional Engineering Resources, Inc.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43043416.001

EXPIRATION DATE: February 21, 2024 **PERMIT ISSUE DATE:** February 21, 2019

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME:	Bella Vista
GRANTED TO:	Aqueduct, LLC Attn: Frank Cassata 7507 South Tamiami Trail Sarasota, FL 34231
OTHER PERMITTEES:	N/A

ABSTRACT: This permit authorizes the construction of a stormwater management system to serve the development of a 4.97-acre residential site including residential lots, associated roadway infrastructure, and utilities. The stormwater management system, consisting of two ponds, has been designed to treat runoff via man-made wet detention and online retention. The 25-year, 24-hour post-development peak discharge rate from the site will not exceed the 25-year, 24-hour pre-development peak discharge rate from the site. Information regarding the 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project. The project is located west of Auburn Road, on East Venice Avenue, in Sarasota County.

OP. & MAIN. ENTITY:	Cassata Place Owners Association, Inc.
OTHER OP. & MAIN. ENTITY:	N/A
COUNTY:	Sarasota
SEC/TWP/RGE:	S09/T39S/R19E
TOTAL ACRES OWNED OR UNDER CONTROL:	5.07
PROJECT SIZE:	4.97 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	October 26, 2018
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
A	0.66	MAN-MADE WET DETENTION
B	0.31	ON-LINE RETENTION
	Total: 0.97	

Water Quantity/Quality Comment: The stormwater management system, consisting of two ponds, has been designed to treat one inch of runoff volume via man-made wet detention within Pond A, and one half-inch of runoff volume via online retention within Pond B. The 25-year, 24-hour post-development peak discharge rate from the site will not exceed the 25-year, 24-hour pre-development peak discharge rate from the site.
The plans reference the North American Vertical Datum of 1988 (NAVD 88).
A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.68	0.00	Storage Modeling	N/A

Floodplain Comment: The Roberts Bay Watershed Model was used to determine the existing flood elevations for the site. The Engineer-of-Record showed through storage modeling that no adverse impacts or rises to the floodplain will result from the construction of this project.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
OSW Pond	0.14	0.00	0.14	0.00	0.00	0.00
Total:	**0.14**	**0.00**	**0.14**	**0.00**	**0.00**	**0.00**

*** For impacts that do not require mitigation, their functional loss is not included.**

Wetland/Other Surface Water Comments:
Wetlands are not located within the project area for this ERP; however, there is one 0.14-acre other surface water feature, an upland-cut pond (FLUCCS 524), located within the project area. Permanent filling impacts to 0.14 acre of the project surface waters will occur for the construction of a residential subdivision and associated stormwater management system.

Mitigation Information

Mitigation Comments:
Wetland mitigation is not required for permanent filling impacts to the upland-cut pond pursuant to Subsection 10.2.2.2 of the ERP Applicant's Handbook Vol. I. Under this Subsection, wetland mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow nor for impacts to wholly owned ponds that were constructed in uplands, which are less than one acres in area and do not provide significant habitat for threatened or endangered species.

Specific Conditions __

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
4. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
   a. homeowners, property owners, master association or condominium association articles of incorporation, and
   b. declaration of protective covenants, deed restrictions or declaration of condominium
   The Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
5. The following language shall be included as part of the deed restrictions for each lot:
   "Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
6. For dry bottom retention systems, the retention area(s) shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.
7. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
8. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
9. The Permitted Plan Set for this project includes: Plan Sheets from the submittal received by the District on January 12, 2019.
10. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

    The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

    Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

11. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

12. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.

13. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

14. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

    a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.

    b. Any existing septic tanks on site shall be abandoned at the beginning of construction.

    c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

15. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

16. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

17. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

18. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

19. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.

a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.

b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i. This permit does not:

1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2. Convey to the permittee or create in the permittee any interest in real property;

3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l. The permittee shall notify the Agency in writing:

1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

Bella Vista
PROJECT NAME

Residential
PROJECT TYPE

Sarasota
COUNTY

S09/T39S/R19E
SEC(S)/TWP(S)/RGE(S)

Aqueduct, LLC
PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 774082 / 43043416.001

DATE ISSUED: February 21, 2019

David Kramer, P.E.
Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9. 110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.