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ARTICLES OF INCORPORATION
OF
VENEZIA SOUTH SINGLE FAMILY ASSOCIATION, INC.,
a corporation not for profit

Pursuant to the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes, the undersigned hereby delivers these Articles of Incorporation of Venezia South Single Family Association, Inc.

ARTICLE I. NAME AND DURATION

The name of this corporation shall be VENEZIA SOUTH SINGLE FAMILY ASSOCIATION, INC. (the "Association"). The existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State in Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE II. REGISTERED AGENT AND OFFICE

Ronald W. Sikes, whose address is 310 S. Dillard Street, Suite 120, Winter Garden, FL 34787, is hereby appointed the initial registered agent of this Association.

ARTICLE III. INITIAL PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 3700 34th Street, Suite 302, Orlando, Orange County, Florida 32805. The Association may change its principal office from time to time without amendment of these Articles of Incorporation.

ARTICLE IV. PURPOSE AND POWERS OF THE ASSOCIATION

A. The purpose and object of the Association shall be to administer the operation and management of a subdivision located in Lake County, Florida, to be known as "Venezia South" (the "Community") according to the Declaration of Covenants, Conditions, Restrictions and Easements for Venezia South Single Family Subdivision which is to be recorded in the Public Records of Lake County, Florida, a copy of which is attached as Exhibit "A" hereto (the "Declaration"), and any additions thereto which may be brought into the jurisdiction of this Association by annexation under the terms and conditions as set forth in the Declaration by the Declarant under the Declaration, its successors and assigns (the "Declarant"). The Definitions in the Declaration are incorporated herein by reference.

B. The Association does not contemplate pecuniary gain or profit to the Members thereof and shall undertake and perform all acts and duties incident to the operation, management, preservation and architectural control of the Property in accordance with the terms, provisions and conditions of these Articles of Incorporation, the

Bylaws of the Association and the Declaration. The Association shall further promote the health, safety and welfare of the Members of the Association in the Community.

C. The Association shall have the following powers:

1. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida as the same may be amended from time to time as therein provided;

2. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to undertake all powers and duties set forth in the Declaration, these Articles and By-Laws as same may be amended from time to time, the Declaration and By-Laws being incorporated herein as if set forth in full;

3. The right to tax, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration;

4. The right to pay all expenses incident to conduct the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

5. The right to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and to annex such property owned by it to the Property under the Declaration;

6. The right to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the provisions of the Declaration;

7. The right to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be required by the Declaration. No such dedication or transfer shall be effective unless an instrument has been signed by the Board of Directors, agreeing to such dedication, sale or transfer, provided, however, the Association shall have the right to grant permits, easements or licenses to a public agency or utility company for utilities, roads, other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, which grants shall not be deemed a dedication, sale or transfer requiring the consent of Members;

8. The right to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidations or annexation shall have the consent of Members as required by the Declaration; and

9. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the District.

D. With respect to the Surface Water Management System, the Association shall have the following duties:

1. The obligation to operate, maintain and manage the Surface Water Management System in a manner consistent with the District Permit No. IND-069-18971-7 requirements and applicable District rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water Management System.

2. Any amendment to the Declaration which alters the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the District.

3. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained herein which relate to the maintenance, operation, and repair of the Surface Water Management System.

ARTICLE V. QUALIFICATION OF MEMBERS

The qualification of Members, manner of their admission to and termination of membership shall be as provided in the Declaration.

ARTICLE VI. VOTING RIGHTS

The voting membership and the voting rights of the Members shall be as provided in the Declaration.

ARTICLE VII. BOARD OF DIRECTORS

A. **Board of Directors; Selection; Terms of Office.** The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The initial Board of Directors shall consist of six (6) Directors who shall be selected by the Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association so long as Declarant shall own ten percent (10%) or more of the Lots in the Property. Within three (3) months after Declarant owns less than ten percent (10%) of the Lots in the Property, the members of the Board shall be determined as set forth in Article VII herein. Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Property.

B. At the first annual meeting after termination of the Class B membership (as defined in the Declaration), there shall be elected two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect two directors (being the same number of directors as those whose terms have expired) for a term of three (3) years.

ARTICLE VIII OFFICERS

A. The officers of the Association shall be a President, one (1) or more Vice Presidents, Secretary and Treasurer, and if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the By-Laws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Community and the affairs of the Association, and any and all such persons and/or entities must either be a Member, Director or officer of the Association or an officer, director or agent either of the Declarant or of a general partner of Declarant.

C. Election of Officers. The Declarant shall have the sole right to appoint and remove any officer of the Association so long as Declarant shall own ten percent (10%) or more of the total number of Lots in the Community. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

D. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>OFFICE:</u>	<u>NAME:</u>
President	Ron Roberts
Vice President	John Rhodes
Secretary	Carly Ervin
Treasurer	Rob Clements

E. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

F. The President shall be elected from the membership of the Board, but no other officer need be a Director. The offices of Secretary and Treasurer may be held by the same person. Without the approval of the Directors, no person shall simultaneously hold more than one (1) of any of the other offices, except Secretary and Treasurer.

ARTICLE IX. BYLAWS

A. The Board of Directors shall adopt by a majority vote the original By-Laws of the Association.

B. The By-Laws shall be amended by the procedure more fully set forth in the By-Laws and shall be approved by at least a majority of the membership.

ARTICLE X. AMENDMENT OF ARTICLES

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the votes of the Members. When the Class B membership ceases and is converted to Class A membership, amendment of these Articles shall require the assent of seventy-five percent (75%) of only the votes of such Class A membership.

ARTICLE XI. INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or other officer may be entitled.

ARTICLE XII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon the dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIII. MERGER AND DISSOLUTION

The Association shall have the right to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided such merger or consolidation shall have the assent of two-thirds (2/3) of each class of Members.

The Association may be dissolved by the approval of two-thirds (2/3) of the votes of each class of Members given in person, by proxy or by written consent. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the District prior to such termination, dissolution or liquidation. This procedure shall be subject to court approval on dissolution pursuant to Florida Statutes, Chapter 617.

ARTICLE XIV. SUBSCRIBER

The name and address of the subscriber to these Articles is:

Name: Ronald W. Sikes
Address: 310 S. Dillard Street, Suite 120
Winter Garden, FL 34787

IN WITNESS WHEREOF, the undersigned subscriber has executed the foregoing Articles of Incorporation this 2nd day of June, 2014.



Name: Ronald W. Sikes

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 2nd day of June, 2014, by Ronald W. Sikes, who is personally known to me.



NOTARY PUBLIC

My Commission Expires:



**CERTIFICATE DESIGNATING PLACE OF REGISTERED OFFICE
FOR SERVICE OF PROCESS WITHIN THIS STATE,
NAMING REGISTERED AGENT UPON WHICH
PROCESS MAY BE SERVED**

PURSUANT to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

THAT, VENEZIA SOUTH SINGLE FAMILY ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with the principal office of the Association located at: 3700 34th Street, Suite 302, Orlando, Orange County, Florida 32805, as indicated in the Articles of Incorporation, has named as its Registered Agent Ronald W. Sikes, Esquire, 310 S. Dillard Street, Suite 310, Winter Garden, FL 34787, to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.



Name: Ronald W. Sikes

**ARTICLES OF INCORPORATION OF
VENEZIA SOUTH SINGLE FAMILY ASSOCIATION, INC.
EXHIBIT "A"**

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
RONALD W. SIKES, Esquire
310 South Dillard Street, Suite 120
Winter Garden, FL 34787
(407) 877-7115 (Telephone)
(407) 877-6970 (Facsimile)

_____(SPACE ABOVE FOR RECORDING PURPOSES)_____

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR VENEZIA SOUTH SINGLE FAMILY SUBDIVISION**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR VENEZIA SOUTH SINGLE FAMILY SUBDIVISION ("Declaration"),**
made this _____ day of June, 2014, by Venezia Partners, LLC, a Florida limited liability
company, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the fee simple owner of that certain real property and
improvements in Lake County, Florida which is more particularly described on Exhibit "A,"
attached hereto and incorporated herein by this reference, (the "Property"), together with such
additions thereto as may be designated from time to time by Declarant and made subject to this
Declaration, all hereinafter collectively referred to as the "Property," and plans to develop such
Property under a common plan of development;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold
and conveyed subject to this Declaration, which shall be and are easements, restrictions,
covenants and conditions appurtenant to and running with the land, and shall be binding upon
and inure to the benefit of all parties having any right, title or interest in the Property set forth
above or any part thereof or part added thereto, and their respective heirs, successors and assigns,
as their respective interests may appear.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in this Declaration, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Association" shall mean and refer to Venezia South Single Family Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 2. "Association Documents" shall mean and refer to the Articles of Incorporation of the Association ("Articles") and By-Laws of the Association ("By-Laws") as the same may, from time to time, be amended and exist, which initial copies of are appended hereto as Exhibits "B" and "C" and any rules or regulations of the association or any other document governing or binding the Association.

Section 3. "Association's Rules" shall mean and refer to those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 5. "Builder" mean and refer to any person or entity who acquires a Lot from Declarant for the purpose of constructing thereon a single-family residence and appurtenances, for resale in the ordinary course of the business of such person or entity.

Section 6. "Common Area" or "Common Areas" shall mean and refer to all real property (including any improvements thereon) which shall, from time to time, be designated by the Plat and/or the Declarant for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be that described in the Plat.

Section 7. "Community" shall mean and refer to the Venezia South Single Family Subdivision, which includes all of the Dwellings located or to be located on the Property.

Section 8. "Declarant" shall mean and refer to Venezia Howey, LLC, and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Lake County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements for Venezia South Single Family Subdivision, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 10. "District" shall mean and refer to the St. Johns River Water Management District.

Section 11. "Dwelling" shall mean and refer to any detached single family residential home within the Community which is designated and intended for use and occupancy as a residence and which is subject to assessments under this Declaration or any supplemental declaration made by the Developer.

Section 12. "FHA" shall mean and refer to the Federal Housing Administration.

Section 13. "Lake" shall mean and refer to any body of water designated as a Lake or Conservation Easement Area on any Plat and any man-made storm water detention or retention area located on the Property.

Section 14. "Lake Area" shall mean and refer to all real property which is part of a Lake.

Section 15. "Lake Lot" shall mean and refer to any Lot contiguous with any portion of a Lake Area.

Section 16. "Law" shall mean and refer to include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 17. "Lot" shall mean and refer to a plot of land shown and identified by number upon any Plat of the Property now or hereafter made subject to this Declaration, which is intended for single-family residential use.

Section 18. "Master Association" shall mean and refer to the Venezia South Property Owner's Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

Section 19. "Master Declaration" shall mean and refer to the Declaration of Master Covenants, Conditions, Restrictions and Easements for Venezia South recorded in Official Records Book ____, Page ____, Public Records of Lake County, Florida.

Section 20. "Member" shall mean and refer to a Member of Venezia South Single Family Association, Inc., as set forth in Article III.

Section 21. "**Mortgage**" shall mean and refer to any chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 22. "**Owner**" shall mean and refer to the record owner, and if more than one (1) person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner. Both the Declarant and Builders are Owners for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

Section 23. "**Permit**" shall mean and refer to the St. Johns River Water Management District Environmental Resource Permit No. IND-069-18971-7

Section 24. "**Person**" shall mean and refer to an individual, corporation, partnership, trust, or any other legal entity.

Section 25. "**Plat**" shall mean and refer to the Plat of Venezia South recorded _____, 2014 in Plat Book _____, Page _____, Public Records of Lake County, Florida, or any part thereof, recorded in the Public Records of Lake County, Florida. Plats for future phases for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

Section 26. "**Private Area**" shall mean and refer to that area within each Lake Lot which is not Lake Area.

Section 27. "**Property**" shall mean and refer to all of the real property described on Exhibit "A", attached hereto and incorporated herein by this reference, and such additional property as may be added thereto by annexation.

Section 28. "**Recorded**" shall mean and refer to filed for record in the Public Records of Lake County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Lake County, Florida.

Section 29. "**Structure**" shall mean and refer to anything or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Section 30. "**Surface Water Management System**" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water

pollution or otherwise affect the quantity and quality of discharges.

Section 31. "Town" shall mean and refer to the Town of Howey in the Hills, Florida.

Section 32. "Turnover" shall mean and refer to the events described in Article XII of this Declaration.

Section 33. "Work" shall mean and refer to the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential Dwellings, in the ordinary course of Declarant's business.

Section 34. "VA" shall mean and refer to the Veterans Administration.

ARTICLE II **PROPERTY RIGHTS**

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Master Declaration. The rights of all Owners shall be subject to the Master Declaration together with the Articles of Incorporation, By-Laws and any other applicable rules or regulations of the Master Association.

Section 3. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

- a. All provisions of this Declaration, the Plat, and the Articles and By-Laws.
- b. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas.
- c. The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.
- d. The right of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in accordance with the restrictions on the Plat and this Declaration.

c. The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any other infraction of the Association Documents or the Association's Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.

f. The right of Declarant, the Association and the Master Association to grant easements in and to the Common Area for all utility services, including cable television and other public uses which benefit the Property as a whole.

g. The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided however, the Common Area cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

h. The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, utility or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened, and of the St. John's River Water Management District, if the Surface Water Management System is involved in such transfer.

i. The right of the Association to maintain, repair, operate and otherwise manage the Common Areas.

Section 4. Responsibilities of the Association and Release of Liability.

a. Upon conveyance, the Association shall be responsible for the Common Area, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically the Surface Water Management System as permitted by the District, including all Lakes, retention ponds, conservation easement areas, culverts and related appurtenances.

b. Any private streets, street lights, sidewalks, drainage systems, walls, fences, and other improvements that have been, or may in the future be constructed, installed or created by the Declarant as part of the Property improvements or the Work, shall be maintained by the Association in the same condition and appearance as originally constructed or created. The Association shall establish reserves for the replacement of the Community's improvements.

c. By acceptance of a deed to a Lot within the Property, Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to Persons on the Property. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owner's safety and security of their property. Owner further agrees that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or Common Areas.

Section 5. Parking. Parking shall be permitted within the Common Areas only within spaces and areas clearly marked for this purpose. The Association is hereby empowered to establish parking regulations and to enforce these parking regulations by all means lawful for such enforcement, including the removal of any violating vehicle.

Section 6. Delegation of Use. Any Owner may delegate, in accordance with the Master Declaration, By-Laws, Articles and the Association's Rules, his right of enjoyment of the Common Area and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 7. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover at least eighty-five percent (85%) of the estimated cost of repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within one hundred twenty (120) days from the date of such destruction, seventy-five percent (75%) or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than eighty five percent (85%) of the estimated cost of reconstruction, reconstruction may nevertheless take place if, within one hundred twenty (120) days from the date of destruction, a majority of the Members elect to rebuild.

Section 8. Common Area Easements.

a. Declarant has dedicated and conveyed or will dedicate or convey to the Association that portion of the Property described on the Plat for use and maintenance of utility, drainage, wall and landscape easements, together with a right of ingress and egress over and across the easement areas for such purposes. Easements for installation and maintenance of utilities, drainage facilities, walls and landscaping are reserved as shown on the Plat. Water service will be provided by the Town. Sewer service will be provided by the Central Lake Community Development District in a joint agreement with the Town. Within these easements, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage structures or walls, or which may impede the flow of water through drainage structures in the easements. Easement areas within a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot.

b. Fire, police, health, sanitation (including trash collection) and other public service

personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Areas.

c. Developer hereby grants to each Owner, their guests, invitees, residents, tenants and visitors, and utility providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

d. Developer hereby reserves an easement across the Common Area and all Lots for the installation, maintenance and use of cable television distribution facilities and lines. This easement may be transferred in whole or in part to any franchised cable television operator.

Section 9. Construction and Sales. There is hereby reserved to the Declarant, its designees, and such of its successors and assigns who have been expressly assigned the rights set forth in this Section, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Area for construction, utility lines, display, maintenance and exhibit purposes in connection with the construction of improvements and sale of Lots within the Community; provided, however, that such use shall terminate upon the sale of all Lots; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Area.

Section 10. Other Easements. Easements are reserved over each Lot and the Common Area in favor of each Lot in order to permit drainage and run-off from one Lot (and its improvements) to another Lot or Lots, or to the Common Area or from the Common Area to any Lot or Lots. Easements are reserved over the Common Area in favor of each Lot and Lot Owner, his tenants, invitees, and agents for the purpose of ingress and egress to any Lot, and any encumbrance of the Common Area shall be subject the foregoing easement rights.

Section 11. Encroachment Easement. If (a) any portion of the Common Area encroaches upon any portion of the Lot(s); (b) any portion of the Lot(s) encroaches upon the Common Area; (c) any encroachment shall hereafter occur as the result of construction, reconstruction, alteration or repair of any Dwelling, building or other improvement for the Common Area; or (d) any Dwelling is so situated on a Lot so as to encroach upon another Lot or the Common Area or to be in violation of set-back requirements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

Section 12. Water Management Areas. The following restrictions apply to all areas within the Property, including Common Area and Lots:

a. **Responsibility for the Surface Water Management System.** The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water

storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved in writing by the District and the Town.

j. The District shall also have the right to enforce the obligations of the Association described in this Section 12.

b. The Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds and/or conservation easement areas abutting their property. Removal includes dredging, the application of herbicide, the introduction of grass carp and cutting. Owners shall address any question regarding authorized activities within the wet detention pond and/or conservation easement areas to the District, Lake County Permitting Office, Surface Water Regulation Manager.

c. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. No vegetation in a wetland mitigation area, wet detention pond and/or conservation easement area shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Permit may be conducted without specific approval from the District.

d. No Owner may construct or maintain any building, Dwelling, residence, or other Structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation easement areas and drainage easements described in the approved Permit and Plat, unless prior approval is received from the District and the Lake County Regulation Department.

Section 13. Private Streets and Drainage Improvements. Declarant reserves the right, at any time prior to Turnover, and at its sole discretion, to construct or create, as part of the Community Improvements or otherwise, private streets that shall be maintained by the Association in the same condition and appearance as constructed or created. The Association may, by adoption of the budget, establish reserves for the replacement of paving and other capital elements or improvements. The Association shall maintain the storm water collection system, including catch basins, pipes, drainage structures, and ponds, in the same condition as when constructed.

Section 14. Access Easement. Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and emergency personnel and agencies, utility providers, guests and invitees of the Association, representatives of any Master Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to

any area of the Property.

ARTICLE III
VENEZIA SOUTH SINGLE FAMILY ASSOCIATION, INC.

Section 1. **Purpose.** The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.

Section 2. **Membership.**

a. Each Owner, by virtue of being an Owner and for so long as he or she is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

b. The rights, duties, privileges and obligations of an Owner as a Member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. **Voting.** The Association shall have two (2) classes of voting membership:

a. **Class A.** So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one (1) vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as Declarant is an Owner, and each Owner shall be entitled to one (1) vote for each Lot owned. If more than one (1) Person owns an interest in any Lot, all such Persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

b. **Class B.** The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned by Declarant. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots 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, including Class B votes for any Property annexed or planned for annexation by Declarant;

(ii) Ten (10) years from the date of filing of this Declaration;

- (iii) At such time when ninety percent (90%) of the Lots have been conveyed to Members; or
- (iv) When the Declarant waives in writing its right to Class B membership.

Section 4. Rights and Obligations of the Association. Besides those responsibilities to the Common Area outlined in Article II, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority or utility. In the event the Board decides that the Association should maintain the perimeter screening referred to in Article VII herein, then this shall be a responsibility of the Association, and the individual Owners shall not be responsible for such maintenance. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate. The Association also has the power to operate and maintain common property, specifically the Surface Water Management System as permitted by the District including all Lakes, retention areas, conservation easement areas, culverts and related appurtenances.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Association's Rules.

Section 6. Capital Improvements. Except for: (i) the replacement or repair of items installed by Declarant as part of the Work, if any; (ii) the repair and replacement of any personal property related to the Common Area; or (iii) as set forth in Article II, Section 6, the Association may not expend funds for capital improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 8. Association's Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon the Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapters 617 or 720, Florida Statutes. All rules and regulations initially may be

promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

The Association's Rules shall include rules for the usage of the recreational facilities in the Common Area. The Association may contract with the Town for enforcement of traffic regulations on the Common Area roads, as provided by Section 316.006(3)(b), Florida Statutes.

Section 9. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Association's Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Association's Rules.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall, and all Owners as shareholders hereby agree that the Association shall, indemnify each officer, director, employee, and management contractor from any all expenses, including legal expenses, incurred, and arising out of such Person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the Person. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

Section 11. Cable Television System. The Declarant or the Association may contract with a franchised cable television operator to provide cable television service in bulk to all of the Community. This service may include channels for security information and for the Community bulletin board. If the Association enters into such an agreement, each Lot shall pay for such cable television charges as part of the monthly payment of the annual assessment.

Section 12. Termination of Association. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

ARTICLE IV

MAINTENANCE

Section 1. Exterior Maintenance. Other than as specifically set forth in this paragraph below, each Owner shall be responsible for maintaining such Owner's Lot, the exterior of the Dwelling located thereon and the exterior of all other improvements located thereon in a neat and attractive manner and as provided elsewhere herein. The Owners' maintenance obligations shall include, but shall not be limited to, maintaining, repairing and replacing all sidewalks located on such Owner's Lot and replacing all broken glass. Notwithstanding the foregoing, to the extent that any Owner, or any of such Owner's agents, employees, guests, invitees or licensees, causes damage to any improvement for which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual Assessments.

Section 2. Owner's Responsibilities. Each Owner shall keep and maintain the Dwelling improvements and landscaping located on that Owner's Lot in good and presentable condition and repair consistent with the approved plans therefor, and shall otherwise keep such Lot and any Dwelling located thereon in neat and attractive condition. Each Owner shall, at his expense, mow and otherwise keep and maintain those portions of the Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement) free of debris and other obstructions on a routine basis.

k. No Owner shall remove native vegetation from the conservation easement area or which becomes established within any Owner's Lot except in accordance with all applicable governmental regulations. For the purposes hereof, removal includes dredging, application of herbicide, and cutting.

l. The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or Dwelling in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot or Dwelling, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Community. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to do such things as, but not limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Community. Developer, the Association, and their respective agents and employees,

shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

m. Section 3. Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 2 above shall be assessed as an individual assessment against the Lot upon which such work is done.

n. Section 4. Access. For the purpose of performing the maintenance authorized by this Article and as otherwise provided for in this Declaration, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot(s) or the Common Area, at reasonable hours on any day. In the case of an emergency, access will be permitted at any time with only such notice as, under the circumstances is practically affordable.

ARTICLE V ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and 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: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Area, such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, and the assessments for property taxes on Common Area shall hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee, as hereinafter defined; the payment of operating costs and expenses of the Association; the operation of the entry gate (if applicable); and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area required to be maintained by the Association, including the Surface Water Management System, monitoring and maintenance of any wetland mitigation areas and/or conservation easement areas until the St. John's River Water Management District determines that the area is successful in accordance with the Permit, and the establishment of reserve accounts for all such items, and those other responsibilities as outlined herein, (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration, and (iii) expenses of providing cable television service for each Lot. The annual assessment commencing January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, shall not exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per annum, per Lot, due in monthly installments, including an amount for the requisite cable television charge if applicable.

Section 4. Maximum Annual Assessment. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. Unless waived by the Master Association pursuant to the Master Declaration, the budget for each fiscal year shall include, but will not be limited to, all assessments levied or to be levied by the Master Association on all Lots in the Community. If such budget requires an Annual Assessment of not more than One Hundred Fifteen Percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than One Hundred Fifteen Percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges for the Common Area or cable television charges shall not be included, but shall be automatically passed on as part of the assessment. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the Annual Assessment at any time during the year to provide for an increase in utility charges for the Common Area, or cable television charges for Lots.

Section 5. Special Assessments for 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 defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the

Common Area, including fixtures and personal property related thereto, or the perimeter screening as referred to herein, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of those Members authorized to vote, as defined herein, who are voting in person or by proxy at a meeting duly called for this purpose. Any such Special Assessment may be payable in one (1) or more installments, with or without interest, as determined at the meeting.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or Person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapters 617 or 720, Florida Statutes, for the actions of any Owner, or tenant, guest, invitee, or family member of such Owner.

Section 7. Damage to Common Areas by Owners. Maintenance, repairs or replacements within the Common Areas arising out of or caused by the willful or negligent acts of an Owner, his tenants, family, guests, invitees or lessees shall be done at said Owner's expense. A Special Assessment shall be made against his Lot for such costs.

Section 8. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no Person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of real estate taxes due.

Section 9. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than ten (10) days, nor more than thirty (30) days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than five (5) business days, nor more than ten (10) days in advance of the meeting.

Section 10. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots. Annual and Special Assessments may be collected on a monthly basis, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one (1) and the denominator is the total number of Lots subject to assessment under this Declaration. This fraction will change as additional property is added to the Property.

Section 11. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 12. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this Declaration. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessments against each Lot at least thirty (30) days in advance of each Annual Assessment period. The due dates shall be established by the Board of Directors.

Section 13. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 14. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is Recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time

may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 15. Effect of Nonpayment of Assessments/Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 16. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, which shall extinguish the lien of such Assessments as to payments that became due prior to such sale or transfer, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

Section 17. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (a) the Assessments established by this Article are for the improvement and maintenance of any homestead thereon; (b) the Association's lien for such Assessments has priority over any such homestead; and (c) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

Section 18. Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the Surface Water Management System, including, but not limited to, work within retention areas, conservation easement areas, drainage structures and drainage easements.

Section 19. Working Capital Contribution. In addition to the Annual and Special Assessments, the first Owner acquiring title from Declarant to a Lot shall pay to the Association a contribution to working capital in the amount of Two Hundred, Fifty and No/100 Dollars (\$250.00). The working capital contribution may be used by the Association for any purpose not expressly prohibited by this Declaration or Law.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Master Association Architectural Control Committee. All Lots and Dwellings in the Community are subject to architectural control in accordance with the requirements and procedures of the Master Declaration. The Master Association shall be entitled (but not obligated) to delegate to the Association, and the Association shall accept, perform and exercise as to the Community only, the duty and authority to administer and enforce the architectural control provisions of the Master Declaration. In the event the Master Association delegates the administration and enforcement of the architectural control provisions of the Master Declaration, the Board shall be entitled (but not obligated) to delegate to the Architectural Control Committee, and the Committee shall accept, perform and exercise as to the Community only, the duty and authority to administer and enforce the architectural control provisions of the Master Declaration. The Committee shall be composed of three (3) or more members appointed by the Board. The Master Association and/or the Board, as applicable, shall also have the right to withdraw any such delegation at will. The Association shall not have any power or authority to administer or enforce the architectural control provisions of the Master Declaration unless and until the Master Association delegates such power and authority, in writing, to the Association. In addition to, and not in substitution for, the architectural control requirements of the Master Declaration, all Lots in the Community are also subject to architectural control in accordance with the following provisions of this Article VI.

Section 2. Creation and Composition. As used herein, the "Architectural Control Committee" or the "Committee" shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in the Community have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association and all the Owners of Lots in the Community to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act. Notwithstanding the foregoing, if additional property is annexed and subjected to this Declaration in accordance with Article VIII, Section 5, then, as to the Lots in each subsequent phase, Declarant shall be the Architectural Control Committee until such time as all such Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, after which the Architectural Control Committee established by the Association shall take over.

Section 3. Design Standards. The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- a. governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;
- b. governing the procedure for such submission of plans and specifications; and

c. establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.

In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; (ii) preserve the value and desirability of the Community as a residential community; (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Community as a residential community.

Section 4. Review and Approval of Plans. No Structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof or color change be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval: (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Community; (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation; and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including, without being limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot and including building setbacks, open space, driveways, walkways, and parking spaces including the number thereof;
- (b) a foundation plan;
- (c) a floor plan;
- (d) exterior elevations of any proposed Structure and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;
- (e) specifications of materials, exterior color scheme for original construction or color changes, lighting schemes, and other details affecting the exterior appearance of any proposed Structure and alterations to existing Structures; and
- (f) plans for landscaping and grading, especially if the proposed Structure consists of

such landscaping or grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

It shall be the responsibility of each Owner at the time of construction of any Structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with the District.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for such damages.

With regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications, nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable for damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Architectural Control Committee, as provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in Section 4 below, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control

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