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KAREN E. RUSHING

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SARASOTA COUNTY, FLORIDA

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Receipt # 3378441

Prepared by and Return to:
Ulrich, Scarlett, Watts & Dean, P.A.
713 S. Orange Ave., Ste. 201
Sarasota, Florida 34236

CERTIFICATE OF AMENDMENT

**FIFTH AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS**

AND

FIFTH AMENDED AND RESTATED BYLAWS

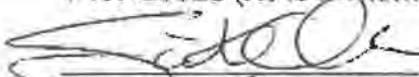
OF VENTURA VILLAGE HOA, INC.

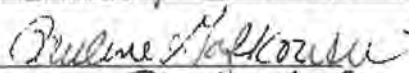
THE UNDERSIGNED, as President and on behalf of VENTURA VILLAGE HOA, INC., a Florida not for profit corporation (hereinafter the "Association") hereby certifies that the Declaration of Covenants, Restrictions and Easements, and Bylaws of Ventura Village, as originally recorded at Official Records Instrument 2004232850 of the Public Records of Sarasota County, Florida, and as amended from time to time, were duly amended and restated, approved and adopted at the Special Membership Meeting of the Association Membership held on May 5, 2025, by the affirmative vote of not less than a majority of the eligible voting interests present in person or by proxy, at which a quorum was attained. The Fifth Amended and Restated Declaration of Covenants and Restrictions and Easements and Fifth Amended and Restated Bylaws, along with the Third Amended and Restated Articles of Incorporation are attached hereto as Composite Exhibit "A".

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed by its President and attested to by its Secretary this 31st day of July, 2023.

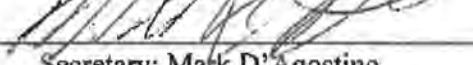
VENTURA VILLAGE HOA INC., a Florida not
for profit corporation

WITNESSES (As to President)


Print Name: SCOTT OSBORNE
Address: 5239 LAYTON DRIVE
VENICE, FL 34293


Print Name: PRALINE GAFKOWSLI
Address: 4305 LENOX BLVD
VENICE FL 34293

By: 
President: Susan Remo, President

Attested: 
By: 
Secretary: Mark D'Agostino

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 31, day of July, 2025, by Susan Remo, as
President of VENTURA VILLAGE HOA, INC., a Florida not for profit corporation, on behalf of
said corporation, who is personally known to me or has produced
_____ as identification.

Priscilla T. McLaughlin
Print Name: Priscilla T. McLaughlin
Notary Public
My Commission Expires: 12/21/25



Priscilla McLaughlin
Notary Public, State of Florida
My Comm. Expires 12/21/2025
Commission No. HH210569

"SUBSTANTIAL REWORDING. SEE GOVERNING DOCUMENTS FOR CURRENT TEXT."

**FIFTH AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
VENTURA VILLAGE HOA, INC.**

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**FIFTH AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
VENTURA VILLAGE HOA, INC.**

KEMMONS WILSON, INC., a foreign corporation (the "Declarant"), and KIMBALL HILL HOMES FLORIDA, INC., a Florida corporation (the "Successor Declarant"), have previously submitted the following described lands (the "Subdivision Property") situated in Sarasota County, Florida to the original Declaration of Covenants, Restrictions and Easements for Ventura Village, as recorded in the Official Records of Sarasota County, Florida at Instrument # 2004232850 on December 7, 2004, as amended (the "Original Declaration") and the Amended and Restated Declaration of Covenants, Restrictions and Easements for Ventura Village, as recorded in the Official Records of Sarasota County, Florida at Instrument # 2006082862 on May 4, 2006, as amended (the "First Amended and Restated Declaration"), to wit:

Plat for Ventura Village, Unit 1, as recorded in Plat Book 44, Page 47 (47A through 47 N, inclusive) of the Public Records of Sarasota County, Florida on December 7, 2004, and attached hereto as Composite Exhibit "1" and incorporated herein by reference;

Plat for Ventura Village, Unit 2, as recorded in Plat Book 46, Page 28 (28A through 28E, inclusive) of the Public Records of Sarasota County, Florida on March 14, 2007, and attached hereto as Composite Exhibit "1" and incorporated herein by reference; and

Plat for Ventura Village, Unit 3, as recorded in Plat Book 47, Page 29 (29A through 29E, inclusive) of the Public Records of Sarasota County, Florida on November 18, 2009, and attached hereto as Composite Exhibit "1" and incorporated herein by reference.

RECITALS:

WHEREAS, the Subdivision Property is commonly referred to as Ventura Village (the "Subdivision");

WHEREAS, the Subdivision was developed as a community consisting of two-hundred and thirty-eight (238) stand-alone single-family residential lots, one-hundred and fifty-six (156) paired contained within seventy-eight (78) buildings intended for use and occupancy as single-family residences, and common areas and facilities;

WHEREAS, for purposes of enhancing and protecting the value, attractiveness and desirability of the single-family residential lots, the paired villas, and common areas and facilities, the Subdivision Property was subjected to the Original Declaration and the **Fifth** Amended and Restated Declaration.

WHEREAS, Ventura Village HOA, Inc. (the "Association"), a Florida Corporation Not for Profit, is the entity responsible for the operation of the Subdivision.

NOW THEREFORE, it is hereby declared that the Subdivision Property, including all single family residential lots, the paired villas, and common areas and facilities therein, shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following conditions, covenants, limitations, and restrictions, which are established for the purposes of enhancing and protecting the value, attractiveness and desirability of the single family residential lots, the paired villas, and common areas and facilities and every part thereof. All of the conditions, covenants, limitations, and restrictions herein shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the Subdivision Property, including all single-family residential lots, the paired villas, and common areas and facilities therein.

ARTICLE 1

Definitions

1.1. Definitions. The terms used in this Declaration and recorded exhibits thereto, the Articles of Incorporation and the Bylaws shall have the definitions set forth in the Homeowners' Association Act, (Chapter 720, Florida Statutes), as subsequently amended or renumbered from time to time, unless otherwise defined herein, as follows, and, where appropriate, the singular may refer to the plural and the plural may refer to the singular:

1.1.1. Architectural Review Committee. The terms "Architectural Review Committee" or "ARC" shall mean and refer to the committee responsible for review and approval of proposed architectural or construction improvements or modifications or alterations to existing architectural or construction improvements upon any Lot within the Subdivision.

1.1.2. Architectural Standards. The term "Architectural Standards" shall mean the published criteria, guidelines and standards governing architectural and construction improvements. This should include modifications or alterations to existing architectural or construction improvements upon any Lot within the Subdivision, whether expressed in this Declaration or published in the Governing Documents (Articles of Incorporation, Bylaws, and Rules and Regulations, as may be amended from time to time).

1.1.3. Articles of Incorporation. The term "Articles of Incorporation" shall mean and refer to the most recently recorded and Restated Articles of Incorporation of Ventura Village HOA, Inc., as amended from time to time. A copy of the Amended Articles of Incorporation is attached hereto as Exhibit "B" and incorporated herein by reference.

1.1.4. Assessment or Regular Assessment. The terms "Assessment" or "Regular Assessments" shall mean and refer to a sum or sums of money payable to the Association by the Owner of one or more Lots within the Subdivision, which if not paid by the Owner of a Lot within the Subdivision, can result in a lien against the Lot(s). A Villa Unit Assessment shall be considered an Assessment. A Regular Assessment is levied to fund both Operating and Reserve expense accounts that are required to support the Annual Budget approved by the Board of Directors.

1.1.5. Special Assessments. Special Assessments are levied against Lot Owners to cover non-budgeted expenses or expenses in excess of those budgeted. In addition, Special Assessments for Common Expenses may be levied against Single Family Lots and/or Villa Unit Lots (collectively "Lots"). Expenses specific or unique to the Villa Unit Lots may be levied or collected via a Special Assessment levied only against the Villa Unit Lots. Expenses specific or

unique to the Single-Family Lots may be levied or collected via a Special Assessment levied only against the Single-Family Lots.

1.1.6. Association. The term "Association" shall mean and refer to Ventura Village HOA, Inc., a Florida not-for-profit corporation. The Association is a Homeowners Association as defined and governed by Chapter 720, Florida Statutes.

1.1.7. Board or Board of Directors. The term "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.1.8. Bylaws. The term "Bylaws" shall mean and refer to the most recently recorded and Fifth Amended and Restated Bylaws of Ventura Village HOA, Inc., the Association, as amended from time to time. A copy of the Fifth Amended and Restated Bylaws is attached hereto as Exhibit "C" and incorporated herein by reference.

1.1.9. Common Area. The term "Common Area" shall mean all real property and facilities within the Subdivision owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: (a) the real property the use of which is dedicated to the Association or its Members by a recorded plat; or (b) the real property committed by the Declaration to be leased or conveyed to the Association.

1.1.10. Common Expense. The term "Common Expense" shall mean and refer to all expenses incurred by the Association in the performance of its duties, including, but not limited to, the expenses of the operation, maintenance, repair, replacement, or protection of the Common Area and Association property, costs of carrying out the powers and duties of the Association, including management fees, reasonable transportation services, insurance for directors and officers, road and sidewalk maintenance, irrigation maintenance, and operation expenses, in-house communications, and security services, the expenses of any items or services required by any federal, state, or local governmental entity to be installed, maintained, or supplied to the Subdivision by the Association, including, but not limited to, fire safety equipment, water and sewer service, wetlands/ponds/preserves, and any other expense, whether or not included in the foregoing, designated as a Common Expense in the Declaration or Bylaws.

1.1.11. Common Structural Elements. The term "Common Structural Elements" shall mean and refer to the following portions of a Villa Unit or Villa Unit Lot: (a) all utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which directly or indirectly serve more than one (1) Villa Unit; (b) all party walls between two (2) Villa Units; (c) all load bearing walls or columns necessary to support the roof structure of any Villa Unit; (d) all siding, finish, trim, exterior sheathings, and other exterior materials and appurtenances of each Villa Unit; (e) the concrete floor slab or wood floor system, if applicable, and all foundational and support structures and appurtenances; any privacy wall or hedges erected along the Villa Unit Lot lines and all foundational and support structures; the roof and all roof support structures and appurtenances, including roof coverings, roof trim and roof drainage fixtures. "The common structural elements listed here are for definition purposes only and do not imply responsibility by the HOA to maintain, repair, or replace each as listed, except as specifically described and provided for in other sections of the most recently recorded Amended and Restated Declarations and Bylaws."

1.1.12. Construction Activity. The term "Construction Activity" shall mean and refer to ARC approved building, erecting, placing, making, altering, modifying, removing, repairing, deleting or demolishing any Improvement or portion of any Lot, including over, upon, connected with, or beneath the surface of a Lot, or painting or changes in exterior colors, finishes and materials.

1.1.13. Dwelling. The term "Dwelling" shall mean and refer to a single-family residence, and any related structures or improvements appurtenant thereto, constructed upon a Single-Family Lot or a Villa Unit.

1.1.14. Family. The term "Family" shall mean and refer to one (1) natural person or group of two (2) or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption; or two or more persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.1.15 Fee Interest. "Fee Interest" shall mean the fee simple record title holder of a Parcel, Lot, Single Family Lot or Villa Unit Lot.

1.1.16. Governing Documents. The term "Governing Documents" shall mean and refer collectively to the following: (a) the Declaration; (b) the Articles of Incorporation; (c) the Bylaws; (d) the Rules and Regulations; (e) the Plat or other official document of the Subdivision, including the Architectural Standards, all as subsequently amended from time to time.

1.1.17. Guest. The terms "Guest" shall mean and refer to any person physically present in, occupying, or using a Parcel or Lot or the Common Area on a temporary basis at the invitation or permission of an Owner or Tenant, without monetary compensation.

1.1.18. Homeowners' Association Act. The term "Homeowners' Association Act" shall mean and refer to Chapter 720, Florida Statutes, as subsequently amended or renumbered from time to time.

1.1.19. Improvement. The term "Improvement" shall mean and refer to any dwelling, structure, fence, wall, sign, paving, grading, swimming pool, lanai, driveway, parking space, sewer, drain, disposal system, landscaping, except for trees, shrubs or other plantings, landscape device or object or other improvement, the construction or placement of which is placed or proposed upon any Lot or improvement thereon.

1.1.20. Institutional Mortgagee. The term "Institutional Mortgagee" shall mean and refer to the mortgagee or assignee of a first mortgage against a Lot, which mortgagee, or its successor or assignee, is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit-sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Lot.

1.1.21. Invitee. The term "Invitee" shall mean any person entering and remaining in the Subdivision at the request or express permission of an Owner or Tenant.

1.1.22. Lake and Lake Bank Area. The term "Lake" shall mean any lake, detention pond, retention pond, waterway or waterbody within the Subdivision, not including any swimming pool. "Lake Bank Area" shall mean the area between the rear property line of a Lot and the water's edge.

1.1.23. Lot. The term "Lot" shall mean and refer to any Parcel, Lot, Single Family Lot, Villa Unit Lot, or Villa within the Subdivision subject to ownership in fee simple by an Owner, including any construction improvements, dwellings, structures or living units erected thereon.

1.1.24. Member. Every person or entity who is a record Owner of a fee interest in any Lot located in the Subdivision shall be a Member. Membership shall be appurtenant to, run with, and shall not be separated from the real propriety interest upon which membership is based. The term "Member" shall mean and refer to all persons who are members of the Association as set forth in Article IV of the Articles of Incorporation, as may be amended from time to time, by virtue of having acquired a right, title or interest in and to a Lot within the Subdivision.

1.1.25. Occupant. The term "Occupant" when used in connection with a Dwelling shall mean and refer to any person, who occupies a dwelling, whether owner, family, tenant or guest.

1.1.26. Owner. The term "Owner" shall mean and refer to any person or persons, entity or entities, who is or are the record owner of fee simple title to any Parcel, Lot, Single Family Lot, Villa Unit Lot or Villain the Subdivision.

1.1.27. Plat. The term Plat shall mean and refer singularly or collectively to the following: (a) the Plat for Ventura Village, Unit 1, as recorded in Plat Book 44, Page 47 (47A through 47 N, inclusive) of the Public Records of Sarasota County, Florida on December 7, 2004, and attached hereto as Composite Exhibit "1" and incorporated herein by reference; (b) the Plat for Ventura Village, Unit 2, as recorded in Plat Book 46, Page 28 (28A through 28E, inclusive) of the Public Records of Sarasota County, Florida on March 14, 2007, and attached hereto as Composite Exhibit "1" and incorporated herein by reference; and (c) the Plat for Ventura Village, Unit 3, as recorded in Plat Book 47, Page 29 (29A through 29E, inclusive) of the Public Records of Sarasota County, Florida on November 18, 2009, and attached hereto as Composite Exhibit "1" and incorporated herein by reference.

1.1.28. Rules and Regulations. The term "Rules and Regulations" shall mean and refer to the Rules and Regulations governing the use of and improvements to the Lots and Common Area and procedures for administering the Declaration, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.1.29. Single Family Lot. The term "Single Family Lot" shall mean and refer to any Lot improved with a single stand-alone dwelling. Specifically, the term shall refer to one of the two-hundred and thirty-eight (238) stand-alone Single-Family Lots intended for use and occupancy as single-family residences.

1.1.30. Subdivision. The term "Subdivision" or "Community" shall mean and refer to Ventura Village, a Subdivision, and the real property identified on the Plat.

1.1.31. Surface Water and Storm Water Management System. The term "Surface Water and Storm Water Management System" shall mean and refer to a drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, which are 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, over-drainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to Chapter 40D, Florida Administrative Code. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands, uplands, littoral shelves, and any associated buffer areas, and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Subdivision Property.

1.1.32. Tenant. The terms "Tenant" shall mean and refer to a natural person or entity who occupies, possesses or uses a Lot, for consideration pursuant to a lease, which must be in writing and registered with the Management Company employed by the Association.

1.1.33. Vehicle. The term "Vehicle" shall mean and refer to any automobile, car, motorcycle, truck, trailer, semitrailer, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, as well as any ATV, boat, boat trailer, trailer, jet ski, camper, mobile home, tractor, golf cart, golf car, motorized scooter, electric bikes or moped.

1.1.34. Villa Unit. The term "Villa Unit" shall mean and refer to any living unit constructed upon a Villa Unit Lot for use and occupancy as a single-family residence.

1.1.35. Villa Unit Expenses. The term "Villa Unit Expenses" shall mean and refer to the costs and expenses incurred by the Association in the performance of its duties specific to a Villa Unit(s) or the Villa Unit Lots, including, but not limited to, costs incurred in the maintenance, repair, replacement, or protection of the Common Structural Elements or any other portion of a Villa Unit or Villa Unit Lot, and any other costs authorized by the Declaration or Bylaws.

1.1.36. Villa Unit Lots. The term "Villa Unit Lots" shall mean and refer to one of the one-hundred and fifty-six (156) paired villas contained within seventy-eight (78) buildings intended for use and occupancy as single-family residences.

1.1.37. Villa Unit Assessment. The term "Villa Unit Assessment" shall mean and refer to the assessment levied against the Villa Unit Lots to pay the Villa Unit Expenses.

1.1.38. Wetlands/Preserve. The term Wetland Preserves (Wetlands) shall mean those areas identified in existing Sarasota County records as Wetlands A, B, C, D, E, F, G, and are included in the Surface Water and Storm Water Management Plan. These areas are defined by their saturated soils and aquatic/hydrophytic vegetation. Each designated Wetland Preserve and its associated 35' wetland buffer is regulated by the Sarasota County Division of Environmental Protection.

ARTICLE 2
Association; Membership; Voting Rights

2.1. Association; Membership; Voting Rights. The administration, management and ownership of the Lots and Common Area and administration and enforcement of the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations shall be by the Association, which shall perform its functions pursuant to the following:

2.1.1. Membership. Every person or entity who is a record Owner of a fee interest in any Lot located in the Subdivision shall be a Member. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based. A Class "A" Member shall be any record Owner of a fee interest to any Single-Family Lot. A Class "B" Member shall be any record Owner of a fee interest to any Villa Unit.

2.1.2. Voting Interests. Members of the Association are entitled to one vote for each Lot owned by them in the Subdivision. The voting rights of an Owner who is not a natural person, such as a corporation, limited liability company, partnership or trust, may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association.

2.1.3. Approval or Disapproval of Matters. Whenever the decision or approval of a Member is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Lot if present in person or by proxy at an Association meeting, unless the joinder of all record Owners is specifically required.

2.1.4. Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new Owner's membership becoming effective by evidence of such ownership being recorded in the Official Records of Sarasota County, Florida; and the membership of the prior Owner shall thereby be automatically terminated.

2.1.5. Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of such membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

2.1.6. Association as Owner. The Association has the power to acquire and purchase Lots, and to hold, lease, mortgage, and convey Lots. This power may be exercised by the act of at least a majority of the Board of Directors.

2.1.7. Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners. A copy of the roster shall be available to any Owner upon request.

2.1.8. Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Common Area, the Association, its Officers, Directors and agents, shall not be liable to any Member, Tenants, Guest or Invitees for any property damage other than the cost of maintenance and

repair, caused by any latent condition of any property to be maintained and repaired by the Association, or caused by the elements or Members or other persons.

2.1.9. Board of Directors. Except as otherwise provided by law or the Governing Documents, the Association shall act through its Board of Directors and its Officers, and no vote of the Members shall be required unless otherwise required by the Governing Documents or the Homeowners' Association Act. The Officers and Directors of the Association have a fiduciary relationship to the Members. No Member, not an Officer or Director, has authority to act for, on behalf of, or bind the Association by virtue of membership in the Association.

2.1.10. Delegation of Management. The Association may contract for the management and maintenance of the Common Area and Association Property and authorize a management agent to assist the Association in carrying out its powers and duties under the Governing Documents and by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of Rules and Regulations and maintenance, repair and replacement of the Common Area, with funds made available by the Association for such purposes. The Association, its Directors and Officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

2.1.11. Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents and afforded under Florida law.

ARTICLE 3

Covenant for Annual and Special Assessments

3.1. Creation of Lien and Personal Obligation for Assessments. Subject to the limitations on Assessment liability herein, the Owner of each Lot within the Subdivision, by acceptance of a deed or other document of conveyance, whether or not it shall be so expressed in such deed, including any purchaser at a judicial sale, hereby covenants and agrees to pay to the Association: (a) the Lot's share of the Assessments based on the annual budget adopted by the Association; (b) the Lot's share of Special Assessments for Association expenditures not provided for by the annual Assessments; (c) any other charges against less than all of the Lots, as specifically authorized by the Governing Documents or the Homeowners' Association Act.

3.1.1. The annual and Special Assessments shall be established and collected as provided herein and in the Bylaws. The annual and Special Assessments and charges, together with interest, late fees, costs, and reasonable attorney's fees shall bind each respective Lot as well as each Owner and his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments and charges, together with interest, late fees, costs and reasonable attorney's fees coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee.

3.2. Share of Assessments. Except as otherwise provided in the Governing Documents, each Lot which has been submitted to the terms of the Declaration and regardless of whether such Lot contains a dwelling for which a final certificate of occupancy has been issued, shall be liable for its share of Assessments, and other applicable charges. Any Common Area or property dedicated to

and accepted by any governmental authority or public utility shall be exempt from the payment of Assessments.

3.3. Establishment of Lien. Any and all Assessments levied by the Association in accordance with the provisions of the Declaration, together with interest at the highest rate allowed by law, administrative late fees, attorney's fees incident to collection, and costs of collection are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment or charge is made, and shall also be the personal obligation of the Owner of each Lot assessed. The Association's continuing lien shall be effective from and relate back to the date of recording of the Original Declaration and is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments or release the Owner's Lot from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of the Lot. The Association's continuing lien shall be perfected by recording of a Claim of Lien in the Official Records of Sarasota County in accordance with the Homeowners' Association Act. A Claim of Lien shall secure payment of all Assessments due at the time of recording, including interest, late fees, costs and attorney's fees as provided above, as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by the Claim of Lien, the party making payment is entitled to a Release of Lien in recordable form.

3.4. Priority of Lien. The foregoing notwithstanding, the Association's continuing lien for unpaid Assessments shall be subordinate and inferior to all taxes, assessments, and other levies which by law would be superior thereto, and any recorded first Institutional Mortgage, or other properly recorded first mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. Any lease of a Lot shall be subordinate and inferior to the Association's continuing lien, regardless of when the lease was executed. Notwithstanding anything to the contrary contained in the Declaration, the liability of a first position Institutional Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the first Institutional Mortgagee's acquisition of title, shall be the lesser of: (a) The Lot's unpaid common expenses and regular periodic or special Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) One percent (1%) of the original mortgage debt, unless a greater amount is allowed to be recovered by the Homeowners' Association Act. The foregoing limitations on first mortgagee liability apply only if the Institutional Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgage foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions herein shall be treated as a special assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure or conveyance in lieu of foreclosure took place.

3.5. Collection of Assessments. If an Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association: (a) to charge interest on such Assessment, from the date it becomes due until paid at the highest rate allowed by law, as well as to

impose an administrative late fee in the greater amount of five percent (5%) of the delinquent installment or \$25.00; (b) to bring an action in equity, including to foreclose its claim of lien. The claim of lien may be foreclosed by an action in the name of the Association in a manner consistent with Florida law; and/or (c) to bring an action at law for a money judgment against the applicable Owner without waiving any lien foreclosure rights of the Association.

3.6. Certificate. The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for Assessments, or his or her mortgagee, a certificate in writing signed by an Officer or authorized agent of the Association, setting forth whether said Assessments and any other moneys due the Association have been paid. Such certificate may be relied upon by any person other than an Owner. The Association may charge a fee for the preparation of such certificate, with the amount of the fee stated thereon.

3.7. Common Area. No Common Area or land that has been dedicated to and accepted by any governmental authority or public utility shall be subject to Assessments.

ARTICLE 4 **Architectural and Aesthetic Control**

4.1. Necessity of Architectural Review and Approval. No external Construction Activity upon a Lot may commence, be performed or occur unless and until a request therefor, including the plans, specifications and location of the same, shall have been submitted to and approved in writing by the Architectural Review Committee. All submissions shall be evaluated as to harmony of external design and as to conformance with the Architectural Standards of the Community as a whole, and as may be governed by Section 720.3035, Florida Statutes, all as may be amended from time to time.

4.2. Architectural Review Committee. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Committee. The ARC shall be comprised of no less than three (3) nor more than five (5) persons appointed by the Board of Directors and serving at the discretion of the Board of Directors, including removal and replacement. Any person serving on the ARC is required to be, a Member. Architects, engineers, or other similar professionals may be retained and compensated in such amount and manner as determined by the Board of Directors, if their expertise is required. The Owner shall be responsible for such cost, if any.

4.3. Powers and Duties of the Architectural Review Committee. The ARC shall have the following powers and duties:

4.3.1. To develop, establish, and enact amendments, modifications and/or additions to the Architectural Standards, as approved by the Board of Directors, so long as any such amendment, modification and/or addition is not inconsistent with the Declaration, and is approved by the Board of Directors. Notice of any amendment, modification and/or addition to the Architectural Standards, including a verbatim copy of such change, shall be available to each Member; provided that the availability of a copy of such amendment, modification and/or addition shall not constitute a condition precedent to the effectiveness or validity of such amendment, modification and/or addition.

4.3.2. To require submission of one complete set of all supporting documents, including, but not limited to, drawings, plans, specifications, and survey, for any proposed Construction Activity. The

ARC may also require submission of samples of building materials and colors proposed for use on any Lot and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed Construction Activity. The ARC shall have thirty (30) days to respond once a complete submission has been received by the Association. If the ARC fails to respond within thirty (30) days, the Owner shall provide the ARC written notice of its failure to respond. Thereafter, the ARC's failure to respond within an additional ten (10) days of receipt of such written notice shall be deemed an approval of any proposed Construction Activity;

4.3.3. To approve or disapprove proposed Construction Activity. In reviewing each submission, the ARC may consider any factors it deems relevant, including, without limitation, the Architectural Standards and harmony of the proposed design with surrounding structures and environment. The ARC shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith. All decisions of the ARC shall be in writing. A denied request shall have a list of reasons why the request was denied in order to be valid. An approved ARC request shall require a visit by at least two (2) ARC members or one (1) ARC member and one (1) Board of Director to ensure the ARC request was carried out according to the submitted request.

4.3.4. To conditionally approve proposed Construction Activity in accordance with changes or modifications to any proposal, plans, or specifications submitted as deemed appropriate by the ARC, in its discretion.

4.3.5. If any external Construction Activity is commenced, performed or completed without prior approval of the ARC or performed in a manner that does not comply with any approval granted by the ARC, then the Owner shall, upon demand by the ARC, immediately remove, or cause to be removed, any improvement arising out of such Construction Activity and shall bear all costs and expenses associated therewith, including any investigative costs and reasonable attorney's fees incurred by the Association in investigating and identifying any noncompliant work and enforcing the Declaration to bring such work into compliance.

4.3.6. To monitor construction to verify compliance with the provisions hereof and any other approvals required. Any and all approvals granted by the ARC shall be conditioned upon all Construction Activity being performed in accordance with all applicable codes, ordinances and regulations of any governmental agency having jurisdiction thereof.

4.4. Architectural Criteria.

4.4.1. Generally. No structure, including but not limited to, any building, shed, play structure, wall, topographical feature, mailbox, landscaping, other than plantings, lawn sculpture, fence, swimming pool, tennis court, basketball hoops, swing sets, or screened enclosure, shall be placed, erected, or installed upon any Lot, and no improvements of any kind or other work, including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, landscaping, shall take place upon a Lot within the Subdivision as defined herein, except in compliance with the following and upon written approval of the ARC reasonable standards guidelines and rules and regulations as may be passed and amended by the Board of Directors from time to time. This provision shall comply with Section 720.3035, Florida Statutes, as may be amended from time to time. The ARC shall be permitted to make proposals on standards, rules, regulations and

guidelines to the board of Directors. Any guidelines, rules and regulations shall be approved by the Board of Directors.:

4.4.1.1. With the exception of an ARC approved screened-in pool, patio, or lanai, no Dwelling (Single-Family or Villa Unit) shall be enlarged by any addition thereto or to any part thereof. No Owner shall make any improvement, addition, or alteration to the exterior of his or her Dwelling or Villa Unit, including, without limitation, the painting, staining, or varnishing of the exterior of the Dwelling or Villa Unit, without the prior written approval of the ARC.

4.4.1.2. No tents, trailers, shacks, doghouses, or other temporary buildings or structures shall be constructed or otherwise placed within the Subdivision. No temporary structure may be used as a residence.

4.4.1.3. An Owner may remodel, paint, or redecorate the interior of his or her Dwelling or Villa Unit without approval of the ARC. However, external structural modifications to the interior of lanai, patios, and any other external portions of a Lot are subject to approval by the ARC.

4.4.1.4. Nothing shall be stored and/or constructed within or removed from any Common Area except with the prior written approval of the Board of Directors.

4.4.1.5. Improvements shall be constructed only by qualified persons in accordance with any and all applicable codes or ordinances and Owners shall be responsible for obtaining all permits and approvals from any governmental agency having jurisdiction over such work.

4.4.2. Lakes.

4.4.2.1. No Owner of a Lot adjacent to a Lake shall plant, disturb, or remove any vegetation within a Lake Bank Area or alter the slope of any Lake Bank Area except for mowing the original grassed area. The lake bank area includes all land between the original grassed area beyond the property line and the water's edge as it may change from time to time. Owners, Tenants, Guests, Occupants and Invitees are strictly prohibited from removing any vegetation from any area below the original grass line.

4.4.2.2. No Lot adjoining a Lake shall be increased in size by filling in the water of the Lake it abuts.

4.4.2.3. No boat canal or other waterway shall be dug or excavated into a Lot adjoining a Lake.

4.4.2.4. No boat house, dock, building, landing, mooring pile, pier or ramps for boats, jet skis or other watercraft or aircraft shall be placed or erected upon any Lot adjacent to a Lake.

4.4.2.5. Any improvement on a Lot adjoining a Lake which encroaches into any Lake Bank Area shall be removed within ten (10) calendar days upon request by

the Association at the sole cost and expense of the Owner of such Lot. To the extent an Owner timely fails to remove any such encroachment, the Association may proceed to remove the encroachment and the Owner of such Lot shall be responsible for all costs and expenses incurred by the Association in connection therewith. Any cost and expense incurred by the Association shall be levied against and collected from such Owner and Lot as an Assessment.

4.4.2.6 No landscaping debris shall be deposited in any lake, retention pond, detention pond or any waterway in Ventura Village; this includes rocks, tree stumps or branches, leaves, brush or grass trimmings.

4.4.2.7 No household or pet refuse or waste shall be deposited in any lake, retention pond, detention pond or any other waterway in Ventura Village; this includes plastic bags, kitchen waste, cigarettes or other smoking debris/paraphernalia & pet refuse.

4.4.2.8 No radio-controlled boats or other toy water craft or fishing are not allowed in the bodies of water within Ventura Village. Fishing is not permitted on any bodies of water within Ventura Village.

4.4.3. Landscaping. Changes or modifications to landscaping are set forth in Section 4.4.1. However, Owners of a Villa Unit and Owners of a Single-Family Lot are allowed to plant shrubs, trees or other perennial landscaping on a Lot, and/or remove existing shrubs, trees, or other perennial landscaping without ARC approval. Additionally, Owners of Lots are permitted to plant annual plants or any plants in pots without written ARC approval.

4.4.4. Opening Building Walls. Removing Fences. No Owner of a Villa Unit shall make or permit any opening to be made in any building wall, except as such opening was originally installed, or masonry wall or fence. Further, no such building wall or masonry wall or fence, if any, shall be demolished or removed without the prior written consent of the ARC.

4.4.5. Drainage and Utility Easements. No structures, trees or shrubs or other improvements shall be placed upon any drainage or utility easement without the prior written approval of the ARC.

4.4.6. Fences. No fence, other than invisible fencing or small privacy fencing, shall be installed or placed upon any Villa Unit Lot. Fences may be installed or placed upon a Single-Family Lot upon prior written approval of the ARC. No fences are allowed on Lake Front property. The ARC may establish, amend, modify or delete any Architectural Standards governing the type, size, and location of any fence to be installed upon a Single-Family Lot.

4.4.7. Screen Enclosures. No patio, lanai, or balcony of a Villa Unit or Single-Family Unit Lot shall be enclosed other than a screen enclosure in accordance with guidelines, standards, rules and regulations as may be passed or approved by the Board of Directors from time to time. Any swimming pool installed upon a Single-Family Lot shall be enclosed within a screened enclosed pool cage. All screen enclosures within the Subdivision shall be either a white, bronze, or black in color. The ARC may establish, amend, modify or delete any Architectural Standards governing the type, size, and location of any screen enclosure within the Subdivision; such architectural standards are approved by

the Board of Directors. This paragraph shall also comply with the provisions of Chapter 720, Florida Statutes.

4.5. Variances. The Board of Directors may authorize variances from compliance with the Architectural Guidelines and procedures upon such terms as the Board of Directors deem appropriate when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. In order to obtain a hardship variance, the applicant must show all of the following: Unnecessary hardship would result from the strict application of the TC Standards, the hardship results from conditions that are peculiar to the property or the hardship is not a self-created hardship. After the effective date of this Declaration, as amended from time to time, no variance shall be effective unless in writing and recorded in the Public Records of Sarasota County, Florida. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the improvements or Construction Activity for which the variance was granted.

4.6. Architectural Standards. The Architectural Standards as suggested by the ARC and approved by the Board of Directors are incorporated herein by reference, as may be amended from time to time.

4.7. Appeals. The Board of Directors shall establish a process of appeal of a decision of the ARC, which shall include but not be limited to, who may appeal the decision, the time frame within which to appeal the ARC decision, the burden of proof on appeal, the reasons for the appeal, and that the decision of the Board of Directors shall be final on appeal.

ARTICLE 5

Property Rights: Easements

5.1 Use of Common Area. Each Member, Tenant, Guest, Occupant and Invitee shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the Common Area and facilities for use in common with all other Owners, Tenants, Guests, Occupant and Invitees, except as otherwise limited in the Governing Documents. These easements shall be appurtenant to and shall pass with the title to each Lot subject to the following:

5.1.1. The right and duty of the Association to levy Assessments against each Lot for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.

5.1.2 The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board of Directors or as mandated by the Declaration, any restriction of record or the Plat. No such easement shall materially interfere with the rights of the Members, Tenants, Guests Occupant or Invitees to use the Common Area for the purposes intended unless deemed necessary by the Board of Directors.

5.1.3. The right of an Owner to the use and enjoyment of the Common Area and facilities shall extend to the members of his Family who reside with him, and to a Tenant, Guest, Occupant and Invitee, subject to any Rules and Regulations as may be passed and amended from time to time

by the Board of Directors. A Guest or Invitee of an Owner or Tenant or Occupant shall be accompanied at all times by the Owner, Occupant or Tenant during use or enjoyment of the Common Area and facilities thereon. Any Owner who leases his Lot shall be presumed to have delegated his easements and rights to use the Common Area and facilities thereon to his Tenant, and such Owner's easement and right to use the Common Area shall be suspended during the term of the lease, except that an Owner shall be permitted temporary ingress and egress to his Lot in order to inspect the Lot. It is the intent hereof to prohibit dual usage of the Common Area.

5.1.4. Easement for Repair, Maintenance and Encroachment. If any Lot, or part of a Lot, shall encroach upon any of the Common Area or any other Lot for any reason other than the intentional act of the Owner, or if the Common Area shall encroach upon any other Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist. If a building, window, eave, projection, gutter, roof or any other improvement to a Lot (the "Encroaching Parcel") shall encroach upon any adjoining Lot, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the unintentional act of the Owner, then an easement appurtenant to such Encroaching Parcel, to the extent of such encroachment, shall exist so long as such encroachment shall exist. An easement for repair and maintenance of improvements shall exist over and across adjoining Lots. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Association agree that minor encroachments on adjacent Lots or on the Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Association is granted a blanket easement over all property within the Subdivision for repair and maintenance and for carrying out its responsibilities pursuant to the Declaration.

5.1.5. Utility Easements. The Association shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television, broadband or other easements, and to relocate any existing easement in any portion of the Subdivision and to grant access easements and to relocate any existing access easements in any portion of the Subdivision as the Association shall deem necessary or desirable, for the proper construction, operation and maintenance of the Subdivision, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of the Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Lots. Each Lot shall be subject to an easement in favor of all other portions of the Subdivision for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of the party walls, structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Subdivision, including without limitation, an easement for any fire sprinkler/monitoring system.

5.1.6. The Plat. All property within the Subdivision shall be subject to and benefited by those easements set forth in the Plat. All Common Area shall be subject to a perpetual easement in favor of the Association for purposes of allowing the Association to undertake its maintenance obligations, if any.

ARTICLE 6
Maintenance of Common Area, Lots, and Villa Units

6.1 Common Area. The Association shall be responsible for maintaining, repairing and replacing the Common Area and the facilities constructed thereon, including the lawns, landscaping and irrigation equipment, private roadways, sidewalks, rights-of-way, and parking areas, as a Common Expense. Lot owners are required to clean sidewalks and driveways contiguous to their property.

(a) Any fence erected on Common Area shall be maintained by the Association. A reasonable area on either side to maintain the structure and integrity of the fence shall be preserved by the Association.

6.1.1. Alterations and Additions: Common Area. Material alterations or substantial additions to the Common Area may be undertaken and funds necessary levied as Assessments by the Association only upon approval of at least a majority of the Board of Directors. No Owner, Tenant, Guest Occupant or Invitee may alter, improve or modify any portion of the Common Area without the prior written approval of the Board of Directors. The Common Area shall not be mortgaged or conveyed without the approval of at least a majority of the Board of Directors.

6.2. Surface Water and Storm Water Management System.

6.2.1. Maintenance and Operation. The Association shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System. Maintenance of the Surface Water and Storm Water Management System(s) shall mean the exercise or practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the Southwest Florida Water Management District (SWFWMD). Any repair or reconstruction of the Surface Water and Storm Water Management System shall be as permitted or, if modified, as approved by SWFWMD. Notwithstanding anything contained herein to the contrary, the Owner of each Lot shall maintain embankments so that grass, plantings, or other lateral support shall prevent erosion of the embankment located on their lot. The height, grade, and contour of such embankments shall not be changed without the prior written consent of the ARC. The Board of directors may establish reasonable rules and regulations for such maintenance requirements, as may be amended from time to time.

6.2.2. Effect of Dissolution. In the event of the termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System, Wetlands and uplands must be transferred to and accepted by an entity which would comply with Section 40.E F.A.C., and be approved by SWFWMD prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Association shall be deemed assumed by the Owners of the Lots, and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System, Wetlands and uplands in accordance with the requirements of the permits.

6.2.3. Shared Facilities. Certain portions of the Surface Water and Storm Water Management System may serve the drainage needs of adjacent lands not within the Subdivision. The

Association reserves the right to grant such drainage and/or use such easements and rights as the Association may deem necessary or appropriate for accomplishing the drainage needs of the Subdivision and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

6.3 Villa Unit Lots. The Owner of each Villa Unit Lot shall be responsible for maintaining, repairing and replacing all portions of his or her Villa Unit and Villa Unit Lot except for those portions for which the Association is responsible in accordance with the following:

6.3.1. The Association shall be responsible for lawn care services within the front, side and rear yards of each Villa Unit Lot, which includes: mulching, mowing, weeding, edging, weed bed control, shrub and ground cover pruning, palm tree pruning (if under 15 feet), turf fertilization, turf insect control, shrub and ground cover fertilization, and insect control. The Association shall be responsible for maintaining the landscaping and grassed areas originally planted by the Developer located within the front, side and rear yards of each Villa Unit Lot.

The Association shall **not** be responsible for replacement of any grass (sod), bushes, plants/flowers, or trees installed by **the Builder**, the Villa Unit Lot Owner, or the Owner's predecessor in title. Tree trimming, pruning, and/or mulching of beds or any other landscaping added by the Villa Unit Lot Owner are the responsibility of the Villa Unit Lot Owner and are **not** the responsibility of the Association.

6.3.2. The Association shall be responsible for painting the exterior surface of the walls, doors, and window frames of each Villa Unit. When the exterior of a Villa Unit is painted, the Association shall also be responsible for re-caulking the windows.

6.3.3. The Association shall be responsible for replacing roofs, fascia's and soffits, or any other Common Structural Elements after they have reached their life expectancy, as a Villa Unit Expense or as necessary to obtain required insurance. The Association is **not** responsible for any damage that requires repair or replacement to roofs, fascia's and/or soffits or any other Common Structural Elements (CSE) caused by other conditions including, but not limited to rain, wind, flying objects, hurricane, or any severe weather or catastrophic condition.

6.3.4. The Association shall be responsible for irrigation, including replacement of sprinkler heads, soaker/drip hoses, water lines and associated parts to repair same within the grassed areas and planting beds established and installed by the Developer. Irrigation added by the Villa Unit Lot Owner or the Owner's predecessor in title is the responsibility of the Villa Unit Lot Owner and is **not** the responsibility of the Association. Repair or replacement of timers installed in or on individual Villa Unit Lots are the responsibility of the Villa Unit Lot Owner.

6.3.5. The Association shall have a reasonable right of entry upon any Villa Unit Lot to perform its maintenance, repair and replacement obligations or to make emergency repairs or do any other work reasonably necessary for the proper maintenance and protection of the Subdivision.

6.3.6. Any and all expenses incurred by the Association in discharging its maintenance, repair and replacement obligations under Section 6.3 herein shall be a Villa Unit Expense.

6.3.7. Should any maintenance, repair or replacement obligations under Section 6.3 herein discharged by the Association be necessary as a result of or caused by the negligence or intentional act of an Owner, his or her Family, Tenant, Guest, Occupant or Invitee, such Owner shall be responsible for the costs and expenses therefore, and the Association shall have the right to levy an Assessment against such Owner and Villa Unit which shall constitute a lien against such Villa Unit collectible under the provisions of this Declaration.

6.3.8. The Association may make minor and insubstantial alterations and improvements to a Common Structural Elements or Villa Unit Lots not exceeding \$5,000.00 at the discretion of the Board of Directors upon a majority vote of the Board of Directors. However, any major alterations and improvements to the Common Structural Elements or Villa Unit Lots exceeding \$5,000.00 shall first be approved by a majority of the Class "B" Members voting, in person or by proxy, at a meeting for such purpose at which a quorum of Class "B" Members is present.

6.3.9. Damage to Villa Unit. In case of damage or casualty loss to a Villa Unit or Villa Unit Lot, the Owner of a Villa Unit which has suffered damage or casualty loss shall timely reconstruct such Villa Unit in accordance with the original plans and specifications of the Villa Unit unless otherwise authorized by the Board of Directors. Such reconstruction shall commence within three (3) months after the damage or casualty loss first occurred and be substantially completed within one (1) year after the damage or casualty loss first occurred, unless prevented by causes beyond his or her or its reasonable control.

6.3.10. Mailboxes and Rights-of-Way - VILLAS. Each Owner of a Villa Lot shall be responsible for maintaining, repairing and replacing his or her mailbox, any damaged sod or landscaping located between such Owner's Lot line and the paved surface of any road, street or other right-of-way, and any portion of a driveway located between such Owner's Lot line and the paved surface of any road, street, or other right-of-way at their expense. Black mailbox replacements must be the same style as originally installed with red or gold flag, and 2"-4" gold or silver numbers. Post will be maintained by the Association, but damage caused by the Lot Owner that requires replacement will be their responsibility.

6.4. SINGLE FAMILY LOTS. Each Owner of a Single-Family Lot shall be responsible for maintaining, repairing and replacing all portions of his or her Lot, including the Dwelling thereon, in accordance with the following:

6.4.1. Exterior of Dwellings. Each Owner of a Single-Family Lot shall be responsible for maintaining, repairing and replacing all exterior surfaces, the roof, facias and soffits and other improvements or structures located on his or her Lot, including the driveway and walkway surfaces. The aforesaid obligations shall include maintaining, repairing and replacing screens, including screen enclosures, windows and doors, including the wood and hardware of entry doors, garage doors, exterior lights and sliding glass doors. Unless otherwise adopted as an Architectural Standard by the ARC, the minimum standard for the foregoing shall be consistency with the general appearance of the Subdivision as originally constructed and otherwise improved, taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness.

6.4.2. Landscaping. Each Owner of a Single-Family Lot shall be responsible for maintaining, repairing and replacing all landscaping, hardscaping and grassed areas encompassed within the front, side and back yards of his or her Single-Family Lot. The aforesaid obligations shall include

mowing, fertilizing, pruning, mulching, replacing, controlling disease and insects and trimming of landscaping and grassed areas and replacement of same in a manner consistent with the general appearance of the Subdivision unless otherwise stated herein or a different standard is adopted as an Architectural Standard by the ARC. Weed growth shall be controlled, and no underbrush or other unsightly growth shall be allowed upon any portion of a Single-Family Lot. No refuse, dead brush, or branches, or unsightly objects shall be allowed to be placed or permitted to remain upon a Single-Family Lot. No landscaping that presents a fire hazard or jeopardizes the health and safety of the public shall be allowed on a Single-Family Lot. No grass higher than six inches (6") shall be allowed to remain upon any Single-Family Lot. No grass cuttings or fallen tree leaves, branches, etc. from Single Family Lot shall be deposited into the Community's streets by any mechanical or physical means. Each Owner of a Lot adjoining a Lake Lot shall also be responsible for maintenance of the landscaping and grassed areas to the Lake Bank Area.

6.4.3. Irrigation. The Association shall provide irrigation water and maintain a supporting infrastructure to bring irrigation water up to each Single-Family Lot. The Association shall be responsible for Irrigation, including replacement of sprinkler heads, soaker/drip hoses, water lines and associated parts to repair same within grassed areas and planting beds established by the owner. Irrigation added by a Single-Family Lot Owner or Owner's predecessor in title is the responsibility of the lot owner and not the responsibility of the association. Replacement of timers installed on individual Single-Family Homes are the responsibility of the Single-Family Lot Owner. Irrigation of lawn and landscaping upon a Single-Family Lot is only permitted according to the schedule maintained by the Association. Brief usage outside of scheduled times is only permitted for maintenance and tests of the irrigation system unless otherwise approved in writing by the ARC in advance. The foregoing irrigation restrictions shall not apply to new sod within thirty (30) days of placing such new sod upon a Single-Family Lot. The Association is not responsible for landscaping losses incurred by an Owner as a result of such Owner being removed from the community irrigation infrastructure due to such Owner, or his or her Tenant's, failure to comply with the Declaration. The Board of Directors shall establish reasonable rules and regulations for the times and days irrigation may occur in accordance with County and State requirements, if any, or as determined by the Board of Directors if no County or State requirements exist.

6.4.3.1. Any and all expenses incurred by the Association in discharging its maintenance, repair and replacement obligations under Section 6.4.3 herein shall be a Single-Family Expense.

6.4.3.2. Should any maintenance, repair or replacement obligations under Section 6.4.3 herein discharged by the Association be necessary as are result of or caused by the negligence or intentional act of an Owner or his or her Family, Tenant, Guest, Occupant or Invitee, such Owner shall be responsible for the costs and expenses therefore, and the Association shall have the right to levy an Assessment against such Owner which shall constitute a lien against such Lot collectible as assessments set forth herein and may be foreclosed in the same manner as an assessment or special assessment.

6.4.4. Mailboxes and Rights-of-Way. Each Owner of a Single-Family Lot shall be responsible for maintaining, repairing and replacing his or her black mailbox and post, any sod or landscaping located between such Owner's Lot line and the paved surface of any road, street, or other right-of-way, and any portion of a driveway located between such Owner's Lot line and the paved surface of any road, street or other right-of-way. Mailbox replacements must be the same style as originally installed with either red or gold flag and 2"-4" gold or silver numbers.

6.5. Association's Access to Lots. The Association has an irrevocable right of access to Lots and improvements thereon as necessary to prevent damage to one or more Lots. The Association's right of access includes, without limitation, entry for purposes of inspection or preventive maintenance as well as the right, but not the duty, to enter under circumstances where the health or safety of an Owner, Tenant, Guest, Occupant or Invitee may be endangered. The exercise of the Association's rights of access to the Lots shall be accomplished with due respect for the rights of Owners to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property upon a Lot, within a Dwelling or within a Villa Unit.

6.6. Negligence: Damage Caused by Condition of Lot. The Owner of each Lot shall be liable for the expenses of any maintenance, repair or replacement of the Common Area, other Lots, or personal property made necessary by his intentional act or omission or negligence, by the Owner, his Tenant, Guest Occupant or Invitee. Each Owner has a duty to maintain his Lot in such a manner as to prevent foreseeable and reasonably preventable damage to other Lots, the Common Area, or the personal property of other Owners and residents. If any condition, defect or malfunction, resulting from an Owner's failure to perform this duty causes damage to other Lots, the Common Area, or personal property of others, the Owner of the offending Lot shall be liable for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Lots involved is not occupied at the time the damage is discovered, the Association may enter the Lot without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage. Any and all costs and expenses incurred by the Association in mitigating or repairing such damage shall be chargeable to the responsible Owner and Lot as an Assessment, secured by a lien.

6.7. Enforcement of Maintenance. An Owner who receives a warning letter will have fourteen days to resolve the identified violations or issues or the Board may levy fines. If more time is required to complete the required maintenance or repair, Owners may request more time from the Board. In the event that an Owner fails or refuses to comply with any maintenance, repair or replacement obligation under the Governing Documents, after written notice of noncompliance and demand from the Association, the Association shall have the authority, in the sole discretion of the Board of Directors, but not the obligation, to undertake any reasonable action the Board of Directors shall determine in its judgment to bring the Lot, and any improvements thereon, into compliance. and All costs and expenses incurred by the Association in bring the Lot, and any improvements thereon, into compliance shall be chargeable to the responsible Owner and Lot as an Assessment, secured by a lien.

6.8 Damage to Single Family Home. In case of damage or casualty loss (fire, hurricane, flood, etc.) to a Dwelling, the Owner of the Dwelling which has suffered damage or casualty loss shall timely reconstruct such Dwelling in accordance with the original plans and specifications of the Dwelling unless otherwise authorized by the ARC. Such reconstruction shall commence within ninety (90) days after the damage or casualty loss first occurred and be substantially completed within one (1) year after the damage or casualty loss first occurred, unless prevented by causes beyond the Lot Owners or its reasonable control.

ARTICLE 7

Insurance

7.1 Insurance. The Association shall obtain and maintain adequate insurance, with provisions for deductibles, upon the Common Area as follows:

7.1.1. Casualty. The coverage shall afford protection as may be appropriate against loss or damage by fire or other hazards covered by a standard extended coverage endorsement. Such other risks as from time to time are customarily covered with respect to improvements on the Common Area including, but not limited to, flood, vandalism, and malicious mischief. All or any part of such coverage may be extended to include personal property of the Association as the Board of Directors may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf. The premiums for such insurance shall be a Common Expense.

7.1.2. Association's Public Liability. The Association shall at all times maintain a policy of comprehensive liability insurance insuring the Association and its agents, the Board of Directors, and the Owners against liability in connection with the Common Area in such amounts as the Board of Directors may deem desirable, which policy shall include, if obtainable, a cross-liability endorsement. The premiums for such insurance shall be a Common Expense.

7.1.3. Directors and Officers Liability. The Association may obtain directors and officers (D&O) or errors and omissions (E&O) liability insurance on behalf of its Directors and Officers and committee members. The premiums for such insurance shall be a Common Expense.

7.1.4. Fidelity Bonding. The Association shall maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association in such an amount to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an additional insured under said policy.

7.1.5. Worker's Compensation Insurance. The Association shall maintain Worker's Compensation Insurance to protect the Association against financial losses when a worker/contractor/volunteer is injured or contracts an illness when performing a job/task for the Association. Homeowner's who contract for work on their property must ensure that contractor has Worker's Compensation insurance and are a licensed contractor by the State of Florida. Proof of both must be submitted to the HOA Management Company before any work is performed.

7.2 Single Family Lots. Each Owner of a Single-Family Lot is responsible for securing and maintaining adequate liability and property insurance on his or her Lot, all improvements thereon and contents therein.

7.3 Villa Unit Lots. Each owner of a Villa Unit is responsible for securing and maintaining adequate liability and property insurance on his or her lot, all improvements thereon and contents therein. Notwithstanding the foregoing, the Board of Directors, in its discretion upon a majority vote of Villa Owners, may elect to purchase casualty insurance upon the Common Structural Elements as a Villa Unit Expense.

7.3.1. If requested by the Board of Directors, all Owners shall submit a certificate of proof of insurance from their casualty insurance provider to the Association's management company.

ARTICLE 8

Use Restrictions

8.1. Residential Purposes. No Lot shall be subdivided or used for other than single family residential purposes.

8.1.1 No trade or business may be conducted in or from any Lot or Dwelling on a Lot, except that an Owner may conduct business activities within the Dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve door-to-door solicitation of Owners or Tenants; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's Family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. This provision shall not apply to the Association or to services being furnished in connection with any maintenance, repair or replacement obligations.

8.1.2 No Lot shall be used as a rooming house, hostel, hotel, VRBO, Air BNB, or similar rental of any kind. No sale, transfer or lease of a Lot shall be made to a corporation, partnership, LLC, or other artificial entity. No transient or general tourism type use of a Lot shall be permitted. The Trustee of a Trust may be an Owner.

8.2. Air Conditioning Units. No air conditioners or equipment may be mounted through a window or wall of any Dwelling without the prior written approval of the ARC. Except a chiller unit may be used while repairing or replacing an HVAC system.

8.3. Antennas and Flagpoles. Antennas and Aerials shall meet the guidelines of FCC regulations, including guidelines related to safety, locations, and maintenance of antennas. To the extent allowed by the FCC, antenna and aerial bases shall be located so as not to be visible from the Street. The installation and display of flagpoles and flags shall be subject to regulation by the ARC, but no Owner shall be prevented from displaying a portable, removable United States flag or official flag of the State of Florida in a respectful manner, or be prevented from displaying in a respectful manner a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard, Space Force, POW/MIA or First Responder flags not larger than four-and-a-half feet x six feet (4 1/2' x 6') in area in a respectful manner, consistent with Title 36 U.S.C. Chapter 10. An Owner may erect a freestanding flag pole no more than 20 feet high on any portion of the Owner's property as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. ARC approval is limited to reviewing height and placement of the flagpole for conformance with Florida Statutes, Section 720.304, as may be amended from time to time.

8.4. Boats/Boathouses. No Owner, Tenant, Occupant, Guest or Invitee may erect, place or maintain any boat, jet ski or other motorized watercraft, boathouse, dock, wharf or other structure upon a Lake or waterway or lake bank within the Subdivision.

8.5. Common Area. No Owner, Tenant, Occupant, Guest, or Invitee shall make use of the Common Area in such a manner as to abridge the equal rights of the other Owners, Tenants, Occupant, Guests, or Invitees to their use and enjoyment thereof nor shall any Owner, Tenant, Occupant, Guest, or Invitee remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. The Board of Directors may promulgate reasonable Rules and Regulations governing the use of the Common Area and may permit specific reservation of use of a common area for a limited time for a specific event.

8.6 Drones. The recreational use of aircraft-type drones is prohibited in, on, or above the Common Areas or Lots. Business or commercial use of drones within the Community must be approved in advance by the Board of Directors or the President and may not infringe on the personal privacy of an Owner, resident or other occupant. Limited use of drones by realtors to take pictures of a property for sale to support sale of Dwelling is permitted without Board approval.

8.7. Exterior Colors. No exterior colors on any improvement or structure, nor the colors of driveways or walkways shall be permitted that, in the sole discretion of the ARC, would be inharmonious or incongruous with the rest of the Subdivision. This provision shall not apply to any maintenance, repair or replacement obligation undertaken by the Association.

8.8. Feeding of Birds and other Wildlife. Owners, Tenants, Guests, Occupant and Invitees are prohibited from feeding, or otherwise disturbing birds and other wildlife within the Subdivision.

8.9. Fishing is not allowed in any Lake, Retention Pond, or any other body of water within the Community.

8.10. Garage Sales. No garage, yard, estate, or moving sale shall be permitted on any Lot or Common Area without the prior approval of the Board of Directors. Auctions shall not be permitted on any Lot or Common Area.

8.11. Garages. Trailers and Temporary Buildings. No garages, carports or storage areas shall be converted to permanent residential use. Except as may be reasonably necessary for services being furnished in connection with any maintenance, repair or replacement obligations, no trailers or temporary buildings shall be placed or allowed to remain within the Subdivision without the prior written consent of the Board of Directors.

8.12. Garbage and Recyclables Disposal. No rubbish, garbage. Or recyclable or other waste material shall be placed or stored upon a Single Family Lot, a Unit Villa Lot, or the Common Area except in garbage and recyclable receptacles designed for same, or in accordance with Sarasota County waste management, and no odor shall be permitted to arise therefrom so as to render a Single Family Lot, a Unit Villa Lot, or the Common Area or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof. No dumping shall be allowed anywhere in the Subdivision. This section shall be subject to rules and regulations as may be approved by the Board from time to time.

8.13. Holiday Decorations. Reasonable decorations may be displayed to the public view upon a Lot no earlier than thirty (30) days prior to and no later than thirty (30) days after an established religious holiday or the actual day of a public holiday established or recognized by the federal government or the State of Florida provided that any such display shall not be attached by nail, screw or in any other damaging way to landscaping or trees. The Association, in its discretion, may order the removal of any decoration or display which a majority of the Board of Directors deems to (i) be excessive in number, size or brightness, relative to other Lots; or (ii) attract excessive attention or traffic; or (iii) unreasonably interfere with the use and enjoyment of other Lots or the Common Area; or (iv) creates an unsafe or dangerous condition. To the extent an Owner fails to remove any decoration or display ordered to be removed within seven plus (7+) calendar days of service of notice from the Association, the Association may enter upon the offending Lot and summarily remove such decoration or display.

8.14. Hurricane Shutters. Hurricane shutters shall not be installed and/or closed prior to the issuance of a hurricane warning or watch by the National Hurricane Center for the geographic region where the Subdivision is located and shall be removed no later than seven (7) calendar days after the cessation of a hurricane watch or warning for same. In the event of hurricane damage within the subdivision, the time will be extended. Each owner is responsible for the installation and removal of hurricane shutters placed upon his or her lot.

8.15. Improper Uses. No improper, hazardous or unlawful use shall be made of any Lot, Dwelling, Villa Unit or the Common Area nor shall anything be done thereon causing nuisance to any Member, Tenant, Guest, Occupant or Invitee. No Owner may engage in any action or activity which may reasonably be expected to result in an increase in the rate of any insurance policy or policies maintained by the Association. Each Member, Tenant, Guest or Invitee shall observe all laws, statutes, ordinances, and the rules and regulations of any governmental or quasi- government agency having jurisdiction over the Subdivision and the Association may, in its discretion without obligation, order a violation of same to be brought into compliance immediately.

8.16. Lakes. Lakes are not for recreational usage and purposes within Ventura Village. No Owner, Tenant, Guest, Occupant or Invitee may use any lake, water or waterways within the Subdivision for swimming, boating or fishing, or discharge or throw of any solid or liquid waste or other materials including lawn and landscaping cuttings, or pet waste into or upon any lake, waterway or storm drain, other body of water or the banks thereof within the Subdivision.

8.17. Lake Bank Areas. No Owner, Tenant, Guest, Occupant or Invitee shall disturb or remove any vegetation within the Lake Bank Area or alter the slope of any Lake Bank Area. The Owners, tenants and guest should comply with Article 4.4.2.1.

8.18. Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas in compliance with Article 4.4.2.1. All lawn and landscape areas shall be kept in good and living condition.

8.19. Nuisance. Nothing shall be done or kept upon any Lot or the Common Area which may be or may become an unreasonable annoyance or nuisance to any other person. This includes any animal that creates a continuous or repeated noise that can be heard from another property. No

obnoxious, unpleasant, offensive or illegal activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature, or which could result in increased insurance costs to the Association. Any activity conducted outdoors or on porches, decks, or lanais which generates a level of noise audible to the occupant(s) of any other Lot(s) while inside a Dwelling or Villa Unit between the hours of 11:00 p.m. and 8:00 a.m. Eastern Time shall be prohibited, except with the Board's prior written consent (including, without limitation, lawn maintenance, recreational activities, games, parties, and music). The Board of Directors shall be responsible for determining the existence of a nuisance and its interpretation shall be binding upon all parties unless wholly unreasonable.

8.20. Outdoor Burning. Outdoor burning of trash or other debris, including leaves, is strictly prohibited within the Subdivision. No fire pits are permitted on any Lot.

8.21. Outdoor Storage. No Owner, Tenant, Guest, Occupant or Invitee may place or store any personal property other than garden hoses and reels outside of a Dwelling while not in use unless same is placed in the rear of a Dwelling and is not visible from any adjacent Lot, road, street or right-of-way.

8.22. Parking. Only operable and licensed Vehicles, with valid registration, may be kept or parked within the Subdivision, unless parked within an enclosed garage and not visible from outside of a Lot. All Vehicles shall be parked in enclosed garages, upon driveways, or within designated parking spaces within the Subdivision. Except for cul-de-sacs, vehicles are encouraged to be parked on the opposite side of the street, road, or right-of-way from mailboxes, in the direction of the flow of traffic. For the purposes of this provision, the terms "park" or "parked" shall mean the placement of any unoccupied mode of transportation not mobile or in use. Parking of vehicles on the street is prohibited between the hours of 12:00 AM to 6:00 AM. Overflow and overnight parking during the above stated hours occur only at areas designed as such by the **Board Director Compliance Liaison** during this time. Current designated areas are on Wilson Road and/or at the Club House during hours when the pool is not in use by residents. Extended parking (that is, more than three consecutive days) will require prior written approval of the Board. The Association is authorized to order the towing of any vehicle or automobile in violation of the Governing Documents in accordance with Florida law.

8.23. Sidewalks and Landscaped Areas. No Vehicle shall be parked on any landscaped Common Area or parked in a manner to block pedestrian traffic along any sidewalk. No Vehicle, excluding toy vehicles, shall be operated upon the sidewalks or any landscaped Common Areas. No Vehicle, including scooters, all-terrain vehicles and Guest, golf carts, or any toy vehicle, bicycle or skateboard may be parked upon any portion of the sidewalks or landscaped areas within the Subdivision. Sidewalks shall not be obstructed to prevent traversing at any time.

8.24. Inoperable Vehicles. No Vehicle unable to operate on its own power shall remain within the Subdivision if visible from outside a Lot for a period of more than twenty-four (24) consecutive hours and no major repair of any Vehicle shall be made on or within the Subdivision unless within an enclosed garage. For purposes of this provision, major repair shall mean repairs involving labor and materials in excess of \$1,000.00.

8.25. Vehicles, Boats, and Trailers. No motor vehicles, boats, boat trailer, trailer, jet ski, camper, mobile home, tractor, low speed vehicle, golf cart, golf car, motorized scooter, or moped

shall be parked within the Subdivision unless parked inside an enclosed garage. Outside commercial vehicles may park within the Subdivision on a temporary basis while making deliveries to or from the Subdivision or during the actual furnishing of services. All personal or business vehicles under 26,000 pounds or with less than three axels are allowed to park in driveways or other locations where parking is allowed within the Subdivision. Campers, boats, mobile homes and other recreational vehicles are permitted to park on the street or driveways for active loading and unloading for no more than a **twenty-four (24) consecutive hours per week** provided that they do not obstruct traffic flow and pedestrian sidewalk traffic. No extended parking beyond **twenty-four (24) hours** of recreational vehicles, mobile homes and boats are allowed. This section shall not apply to necessary motor vehicles of first responders as directed by Chapter 720, Florida Statutes.

(a) Golf carts, golf cars, scooters, mopeds and low speed vehicles may be operated on the private roads of the Subdivision except in accordance with rules and regulations approved by the Board from time to time.

8.26. Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats and other usual and non-exotic household pets. Such pets may be kept on a Lot provided they are not kept, bred or maintained for commercial purposes. No more than two (2) pets may be kept on a Lot at any one given time without the Association's prior approval, not including fish. However, any breed of dog or any other animal, prone to or exhibiting aggressive behavior may not be kept on any Lot, including any "wolf hybrids" or American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier, American Bulldog or Bull Terrier and are strictly prohibited. Exotic animals and rodents, reptiles and amphibians that are venomous or poisonous are strictly prohibited. No improvement or structure for the care, housing or confinement of any pet shall be constructed or placed within the Subdivision outside of a Dwelling. When outside a Lot, all pets must be under complete control of the Lot Owner or a responsible person. Complete control can be a carrier, secured with a hand-held leash, harness, or another method of restraint. All pet owners are obligated to clean up after their pet and shall immediately clean up, remove, and dispose of pet waste from the Common Area. Pets shall only use the area between the road and sidewalk to dispose of their waste. All pets shall be registered, licensed and inoculated as required by law. The Board of Directors may, in its discretion and after a hearing, order the immediate and permanent removal of any pet which becomes an unreasonable source of annoyance or danger or safety concern to any Owner, Tenant, Guest Occupant, or Invitee or any other person lawfully within the Subdivision.

8.27. Sewage Disposal. No individual sewage disposal system shall be installed within the Subdivision.

8.28. Signs. No sign of any kind is permitted on any property within Ventura Village without the consent of the Board. An Owner may display a sign of reasonable size provided by a vendor or contractor for security services within 10 feet of any entrance to a Dwelling or Villa Unit. Unless otherwise required by law or country ordinance, vendor or contractor signs must be removed at the end of the working day. Real Estate Signs shall be posted in a front window of the home only. Real estate agents may post directional and open house signs on Common Area property and on the homeowner's Lot on the day of an open house. Open house and directional signs must be removed immediately following the event.

8.29. Solar Collectors. The installation of solar collectors shall be approved, in advance, by the ARC and shall be installed in accordance with any Architectural Standards as may be passed and amended by the Board of Directors from time to time with respect to same.

8.30. Sports Equipment. Portable sports equipment, including, but not limited to, as way of example, pickle ball, basketball goals, hockey nets, soccer nets, or t-ball stands, shall be allowed upon a Lot in the Subdivision subject to the following: (a) such equipment shall be stored in a garage or other enclosed structure when not in use; b) such equipment may be used only between the hours of 9:00 a.m. EST and 8:00 p.m. EST; (c) no portable sports equipment shall be used in such a manner as to create or constitute a nuisance; (d) no portable sports equipment shall be used upon the Common Area in such a manner as to abridge the equal rights of other Owners to their use and enjoyment. No sports equipment, other than portable sports equipment, shall be installed upon a Lot in the Subdivision without the prior approval of the Association, including garage, roof, or in-ground mounted basketball goals

8.31. Surface Water Management System. No Owner, Tenant, Guest or Invitee may alter or improve or perform construction activities within, including digging or excavation, depositing fill or debris, into the Surface Water Management System or remove, cut, trim or treat any vegetation from any wetland mitigation area or detention pond.

8.32. Swimming Pool. The swimming pool is for the exclusive use of Owners, their Family, Occupants, Invitees, Tenants, and Guests. The swimming pool hours are from sunrise to sunset daily. Night swimming is strictly prohibited. No Owner, Tenant, Occupant, Invitee or Guest shall enter upon or within, remain upon or within, or use the swimming pool or enclosed swimming pool deck area during any times other than sunrise to sunset. Glass containers are prohibited within the swimming pool and enclosed swimming pool deck area at all times. The Board of Directors may pass and amend Rules and Regulations governing the use of the swimming pool. Refer to Rules and Regulations for pool rules and restrictions,

8.33. Timeshare. No lot shall be used as a timeshare as defined and used in Chapter 721.

8.34. Underground Utility Lines and Services. Except for any existing lines, all electric, telephone, gas and other utility lines shall be installed underground, unless otherwise required by law, except for temporary lines as required during construction improvements or if required by law.

8.35. Vehicle Operation. No motorized vehicle, including e-bikes golf carts, and low speed vehicles shall be operated on any street or road within the Subdivision in excess of 20 mph. E-bikes, golf carts and motorized scooters (except those used for handicap purposes) are not allowed to be operated on sidewalks. This section shall be subject to additional rules and regulations as approved from time to time.

8.36. Water Supply. No individual water supply system for drinking purposes or household use shall be installed upon any Lot, including for irrigation or sprinkler purposes.

8.35. Wetland Preserve Areas. No Owner, Tenant, Occupant, Guest or Invitee may alter or improve, construct upon, dump or place any material upon, destroy or remove any tree, shrub or other vegetation from, install fencing upon or perform any other activity within the Subdivision

detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation, any wetland preserve area.

8.37. Window Treatments. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted within the Subdivision, except for periods not exceeding two (2) weeks after an Owner or lessee first takes occupancy or when permanent window treatments are being cleaned or repaired. Window tinting is permitted provided that the type and method of tinting is first approved by the ARC pursuant to reasonable rules and guidelines as may be passed or amended by the Board of Directors from time to time.

ARTICLE 9

Enforcement of Covenants and Abatement of Violations

9.1 Rules and Regulations. Each Owner, Tenant, Guest, Occupant and Invitee shall at all times comply with all of the covenants, conditions & restrictions in the Governing Documents, and Chapter 720, of the Florida Statutes, the details of the operation and use of the Common Area, Association Property, or the lots, and such other Rules and Regulations as are designed to prevent unreasonable interference with the use of the Lots and Common Area and all Members shall abide thereby. Such Rules and Regulations shall be equally applicable to all Members, and uniform in their application and effect.

9.2 Enforcement.. All violations of the Governing Documents and Chapter 720, of the Florida Statutes, shall be reported immediately to a member of the Board of Directors or any management personnel engaged by the Board of Directors. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association may, but is not required to unless otherwise provided herein or by law, give the alleged violator reasonable written notice of the alleged violation. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, and Chapter 720, of the Florida Statutes, shall be presented to and determined by the Board of Directors, whose interpretation of the Governing Documents, and Chapter 720, of the Florida Statutes, shall be final and binding. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Association shall have the ability to take any action to compel compliance as set forth below:

9.2.1. Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Governing Document and Chapter 720, of the Florida Statutes either to restrain violation or to recover damages, or against the land to enforce any lien thereon; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If an action is commenced, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Time Shares and Mobile Homes (the "Division"), as more particularly set forth in Section 720.311, Florida Statutes.

9.2.2. Entry by the Association. The violation of any conditions or restrictions, or breach of any covenant herein contained, or in any of the Governing Documents, shall also give the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon a

Lot and improvements thereon where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the Lot, any construction or other violation that may be or exists thereof. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. Notice is not required if the condition is an emergency situation which risks imminent personal injury to an Owner, Tenant, Guest, Occupant or Invitee or imminent danger or damage to Common Areas or other real property.

9.2.3. Fines. The Association may levy reasonable fines of up to \$100.00 per violation against any Owner, Tenant, Occupant, Guest, or Invitee for the failure of the Member or any Member's family, tenants, guests, occupant or invitees to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations. The Lot Owner shall be jointly and severally liable for any and all fines levied against the Owner's tenant, Guest, Occupant or Invitee. The Association may levy a fine for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Lot; however, a fine of \$1,000 or more shall become a lien against the Lot. In any action to recover a fine, the Association is entitled to recover its reasonable attorney's fees and costs from the other party as determined by the Court. After a fine is properly levied by the Board, a fine may not be imposed without at least fourteen (14) days' notice to the Lot Owner and the person sought to be fined and a hearing. The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the hearing date, location, and access information if held by telephone or other electronic means. A parcel owner has the right to attend a hearing by telephone or other electronic means. Such hearing must be held within 90 days after issuance of the notice before a Compliance committee of at least three Members appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Association. Following the 14 days of a written notice from a Management Group representing Ventura Village, and before the scheduled hearing, the Association will determine if the violation has been cured to the reasonable satisfaction of the Association. If the violation is determined to have been cured, no fine will be collected. If not, the Compliance committee will either approve or reject the fine levied by the Board. If the Compliance committee, by majority vote, does not approve a proposed fine, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine levied by the Board of Directors. Within 7 days after the hearing, the committee shall provide written notice to the parcel owner at his or her designated mailing or e-mail address in the association's official records and, if applicable, any occupant, licensee, or invitee of the parcel owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the parcel owner or any occupant, licensee, or invitee of the parcel owner may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid. This date must be at least 30 days after delivery of the written notice. If a violation is not cured after proper notice by the compliance committee, the fine will be levied from the first day of the violation as evidenced by a picture.

9.2.4. Posted Signage. Non-compliance of Posted Signage, including, but not limited to, Traffic Control, Stop Signs, Speed Limit, Parking, Handicap Parking, and Pets, may result in a fine being imposed.

9.2.5. Suspension for Noncompliance. The Association may suspend, for a period of up to ninety (90) days, the right of an Owner, Tenant, Guest, Occupant or Invitee to use common areas and facilities for the failure of the Member or any Member's family, tenants, guests or invitees to comply

with any provision of the Declaration, the Bylaws, or the Rules and Regulations and Chapter 720, Florida Statutes. However, a suspension may not prohibit the right of an Owner, Tenant, Guest, Occupant or Invitee to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. A suspension for noncompliance may not be imposed without at least fourteen (14) days' notice to the person sought to be suspended and a hearing before a committee of at least three Members appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Association. If the Compliance committee, by majority vote, does not approve a proposed suspension, it may not be imposed. The role of the Compliance committee is limited to determining whether to confirm or reject the suspension levied by the Board of Directors. If the Board of Directors imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Lot Owner and, if applicable, to any family member, tenant, guest, occupant or invitee of the Lot Owner.

9.2.6. Suspensions for Failure to Pay. If an Owner is more than ninety (90) days delinquent in paying any monetary obligation due to the Association, the Association may suspend the rights of the Owner, Tenant, Guest, Occupant or Invitee to use the Common Area and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of Common Area used to provide access or utility services to a Lot. A suspension does not prohibit the right of an Owner, Tenant, Guest, Occupant or Invitee to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. An Association may suspend the voting rights of an Owner for the nonpayment of any monetary obligation including, but not limited to, regular and special assessments, fines and money judgments due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Lot or Owner which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Act or pursuant to the Governing Documents. The suspension ends upon full payment of all obligations currently due or overdue to the Association. All suspensions imposed pursuant to this Section shall be approved at a properly noticed meeting of the Board of Directors but do not require notice or hearing. Upon approval, the Association shall notify the Owner, Tenant, Guest, Occupant or Invitee, as applicable, by mail or hand delivery.

9.2.7. Failure to Pay. Upon the levy of a fine, a Member shall be jointly and severally liable for the payment of a fine levied against the Member's Family, Tenant, Guest, Occupant, or Invitee. A fine shall be levied as an Assessment against the Lot. If a fine is not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law and shall be subject to a late payment fee of \$25.00. The Member shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of a fine and the filing and prosecution of an action. Any partial payments received by the Association shall first be applied against accrued interest, late fees, then attorney's fees and costs, then towards the unpaid fine(s).

9.2.8. Pre-suit Mediation. In accordance with Section 720.311, Florida Statutes, disputes between the Association and a lot Owner, Member, guests, tenants, invitees, or occupants shall be the subject of a demand for pre-suit mediation as provided therein prior to commencing litigation or arbitration, so long as Chapter 720, Florida Statutes, the Homeowners' Association Act requires such mediation.

9.2.9. Waiver. Nothing here in shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the Declaration, the Bylaws or the Rules and Regulations, including but not limited to arbitration or a legal action for damages or injunctive relief.

9.2.10 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of its governing documents or disputes with a Lot Owner or other party as may be available to the Association under the laws of the State of Florida or the governing documents.

ARTICLE 10

Ownership, Sales and Leases

10.1. Forms of Ownership.

10.1.1. Single Ownership. A Lot may be owned by one natural person.

10.1.2. Co-ownership. Co-ownership of a Lot is permitted. If the co-owners are other than husband and wife, or two (2) people who reside together as a single housekeeping unit, the Board of Directors shall require two (2) people to be designated as Primary Occupants, and the use of the Lot by other persons shall be as though the Primary Occupants were the only actual Owner. The intent of this provision is to permit multiple owners but prohibit short term, transient use by several individuals or families. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift. No more than one change in the Primary Occupants shall be approved in any twelve (12) month period.

10.1.3. Ownership by Corporations or Trusts. Subject to other restriction contained in the Declaration, a Lot may be owned in trust, or by a corporation, partnership, limited liability company or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families. A trustee, corporation or other entity may be an Owner as long as there is a designation of no more than two (2) people to be the Primary Occupants, and the use of the Lot by other persons shall be as though the Primary Occupants were the only actual Owner. No more than one change in the Primary Occupants shall be approved in any twelve (12) month period.

10.1.4. Life Estate. A Lot may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only Member from such Lot, and occupancy of the Lot shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall acquire occupancy rights. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

10.1.5. Lease Restrictions. New Owners may not lease their Lot for a period of three (3) years from the date of their closing or date of the recording of their deed or other transfer document in the Public Records of Sarasota County, Florida. This restriction does not apply to inherited property. Leases within the subdivision must be for a minimum of twelve (12) consecutive months. The Board of Directors shall establish reasonable rules and regulations to develop a method of determining how many renters exist in the community on an annual basis and report this number to the Board. Those found to be renting without having followed the leasing procedures below, will be sent a notice of violation and required to follow such leasing procedure or be subject to a cancellation of the lease and eviction of their tenant. The Owner shall have the right to renew a lease with the same Tenant(s) as long as the Tenant(s) have complied with all the Governing Documents and Chapter 720, Florida Statutes during their lease. Owners who apply for a new lease with a different Tenant(s) must follow all the leasing procedures, including payment of all fees. In accordance with 720.306(1)(h)4 Florida Statutes, a change of ownership does not occur when a parcel owner conveys the parcel to an affiliated entity, when beneficial ownership of the parcel does not change, or when an heir becomes the parcel owner. **10.2 Leasing.** Only entire Lots may be leased. No Lot shall be leased more than once during any given twelve (12) month period. No Lot shall be leased without the Owner thereof first procuring the written consent of the Board of Directors. The application for approval of the Board of Directors shall be on such forms as may be passed and amended by the Board of Directors, with such information as the Board of Directors may require. The Association will require a prospective Tenant and each proposed occupant to submit to a background check including within the last five (5) years, of a felony involving: (1) violence to persons or property, (2) sale or possession of a controlled substance, (3) spousal or child physical or sexual abuse, or (4) dishonesty or moral turpitude, and has not been pardoned or otherwise exonerated. Any fee associated therewith up to the amount permitted by Chapter 720, Florida Statutes. The submission of an application to the Board of Directors shall constitute a warranty and representation by the Owner that the proposed transaction is bona fide in all respects. Any lease of a Lot shall be subject to the following:

10.2.1. The term "lease" within the Declaration shall mean and include any occupancy or use of a Lot for compensation for periods of time where the Owner, or his Family, is not simultaneously occupying and residing in residence at the Lot, regardless of whether a written lease exists.

10.2.2. **Form Lease.** The Association, through its Board of Directors, may promulgate, and require use of, a uniform form of lease for any lease of a Lot.

10.2.3. **Application Fee and Security Deposit.** The Association may charge an application fee in the maximum amount allowed by law in connection with the lease of a Lot. Presently, the application fee shall not exceed \$100 per applicant, other than husband/wife or parent/dependent child, which are considered one applicant. However, if a lease is a renewal of a lease with the same Tenant(s), no charge shall be made. The Association may require a prospective Tenant to place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account to be maintained by the Association. The security deposit shall protect against damage to the Common Area or any charges associated with violations of the Governing Documents and Chapter 720, Florida Statutes. Payment of interest claims against the deposit, refunds and disputes involving the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

10.2.4. **Tenant Approval.** Approval of a proposed Tenant shall be delivered to the Owner applying for such transaction in writing to the subject Lot within fifteen (15) calendar days after the

Association's receipt of a completed application and application fee. As a condition of approval of a Tenant, the Association may require the Owner to assign the Owner's right to collect the Lot's rental proceeds to the Association in the event the Owner becomes delinquent in timely paying any Assessments or other monetary obligations or charges due the Association.

10.2.5. Tenant Disapproval. In the event the Board of Directors disapproves a proposed Tenant, the proposed lease shall not be made, and the Board of Directors shall deliver such disapproval in writing to the subject Lot Owner within fifteen (15) calendar days after the Association's receipt of an application therefore. Such disapproval shall be without prejudice to the Owner submitting to the Board of Directors a proposed lease for another proposed Tenant.

10.2.6. Grounds for Disapproval. Disapproval of a lease of a Lot shall be made by the Board of Directors upon the following grounds, which shall be deemed to constitute good cause for disapproval:

(A) The Owner is delinquent in the payment of any monetary obligations due to the Association at the time the application is considered;

(B) The Owner has a history of leasing his property to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his property;

(C) The prospective lessee, or any other person who would occupy the property during the lease term, has been convicted, within the last five (5) years, of a felony involving:

- (1) violence to persons or property,
- (2) sale or possession of a controlled substance,
- (3) spousal or child physical or sexual abuse, or
- (4) dishonesty or moral turpitude,

And has not been pardoned or otherwise exonerated.

(D) The Owner fails to give proper notice of his intention to lease his property to the Board of Directors.

10.2.7. Occupancy Violation. In the event of a Lot occupancy contrary to the provisions of the Declaration, or the violation by a Tenant, Guest, Occupant or Invitee of any provision of the Governing Documents, the Board of Directors, after not less than twenty (20) days after the mailing of notice by electronic, certified or registered letter to the Owner of the Lot, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Owner to evict such Tenant, Guest, Occupant or Invitee and in such event the Owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Lot shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the lease shall be the Tenant's, and each Guest's, and Invitee's full compliance with the Governing Documents. The Owner shall be jointly and severally liable with his Tenant, Guest, Occupant and Invitee to the Association for any and all damages to the Common Area

caused by the acts or omissions of his Tenant, Guest, or Invitee as determined in the discretion of the Board of Directors.

10.2.8. Use of Common Area During Tenancy. When a Lot is occupied by a Tenant, Guest Occupant or Invitee in the absence of the Owner, the Owner of the Lot may not use the Common Area and facilities thereon but during that time the Common Area and facilities thereon may only be used by the Tenant, Guest or Invitee unless invited as a guest of the tenant. When a Lot is unoccupied, the Owner may use the Common Area and facilities but may permit another person to use the Common Areas and facilities only when accompanied by the Owner. Nothing in this Article shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Each Owner agrees to indemnify, defend and hold harmless the Association from and against any claim, cause of action or demand arising out the use of the Common Area or facilities thereon by such Owner's Family, Tenant, Guest, Occupant or Invitee.

10.2.9. Assignment Rents. In order to ensure the timely and complete payment of all Assessments, or other applicable charges, all Owners leasing their Lots irrevocably assign to the Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Directors requests it, the Owner shall execute a separate assignment of rents agreement as a condition precedent to leasing a Lot.

10.2.9.1. Application of Rents. All rents collected by the Association from an assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to any delinquent Assessments or charge in order of the earliest in time until all monetary obligations due the Association are paid in full. Any funds that may be collected by the Association in excess of the Owner's obligation shall be remitted to the Owner by the Association within a reasonable amount of time.

10.2.9.2. Association as Agent. Each Owner assigns to the Association the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Owner under applicable landlord/tenant law but shall not be considered a landlord under chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

10.3. Association Sales or Rental Program. The leasing provisions herein shall not apply to the Association to the extent it purchases, acquires or takes title to a Lot. The Association is authorized to operate a sales and/or rental program in the Subdivision for the use and benefit of its Owners.

10.4 Sale of Dwellings. The sale of Dwellings shall be subject to the requirements as provided in this Article subsection.

10.4.1 The Association through its Board of Directors shall promulgate and use a uniform purchase application.

10.4.2 Application fee and Capital Contribution fee. The Association may charge an application fee pursuant to the maximum amount allowed by law. A Capital contribution fee may be charged at closing for each time the ownership of a Lot or Villa changes through sale

of a lot. The capital contribution fee, if charged, shall be in an amount as set forth by the Board of Directors from time to time and shall be deposited in the Association reserve accounts to go only to the common reserves.

10.4.3 Purchaser Approval. The purchaser and all adults intending to live on the Lot shall provide a National Background and Criminal Check with their completed application. Approval of a proposed purchase shall be delivered in writing to the subject Lot within fifteen (15) calendar days after the association's receipt of a complete application and application fee which shall include the cost of the criminal background check.

10.4.4 Purchaser Disapproval. In the event the Board of Directors or its agent disapproves a proposed purchaser, the sale shall not be made, and the Board of Directors shall deliver such disapproval in writing to the subject lot owner within fifteen (15) calendar days after the Associations receipt of a completed application. Such disapproval shall be without prejudice to the owner for another proposed purchaser.

10.4.5 Grounds for disapproval. Disapproval of a sale of a lot shall be made by the Board of Directors or an agent appointed by them upon the following grounds, which shall be deemed to be good cause for disapproval:

(a) The applicant or any proposed occupant has been convicted of a crime involving possession of drugs with intent to sell, violence to persons, any felony, or a sexual offence of any nature.

(b) The applicant or any proposed occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/ her conduct, or by his conduct in the Subdivision or other residences as a tenant, occupant, guest, Invitee or owner.

(c) The applicant failed to provide an information, application, notice, fees or appearance required to process the application or provide approval in a timely manner.

(d) The lot owner requesting the sale has had fines assessed against him/her that have not been paid or other assessments or charges against the Lot that have not been paid in full.

10.4.6 Delivery of Documents. Before the completion of any sale of any lot in Ventura Village, the Association shall deliver, along with the approval letter, a complete copy of the Association documents including any ancillary lists of rules or architectural standards that may exist at that time. The purchaser shall be required to confirm, in writing, at the closing of the sale that they have received the Association documents.

ARTICLE 11
Duration of Covenants: Amendment of Declaration

11.1. Duration of Covenants. The covenants, conditions and restrictions of the Declaration shall run with and bind all Lots, Common Area and any other real property in the Subdivision, and shall inure to the benefit of and be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the 30th anniversary of the date of recording of the Original Declaration. Upon the expiration of the initial period, the Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with the Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of the Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the total voting interests of the Association, at a duly held meeting of members of the Association, vote in favor of terminating the Declaration. Written notice shall be required of any meeting at which such proposal will be considered at least sixty (60) days in advance of said meeting. If the Members vote to terminate the Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Records of Sarasota County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of the Declaration. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for the operation and maintenance of any Surface Water Management System in accordance with the requirements of any Environmental Resource Permit, unless and until an alternate entity assumes responsibility that is acceptable to the Water Management District and in accordance with all applicable regulations.

11.2. Amendments. Amendments to the Declaration may be proposed at any time by at least a majority of the Board of Directors or by written petition of twenty-five percent (25%) of the total voting interests of the Association. If by petition, the proposed amendments must be submitted to a vote of the Association not later than the next annual meeting.

11.3. Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, the Declaration may be amended if the proposed amendment is approved by at least a majority of the eligible voting interests present, in person or by proxy, at a membership meeting at which a quorum is established. No amendment shall increase the proportion or percentage by which any Lot shares assessments or materially and adversely alter the proportionate voting interest appurtenant to a Lot, unless the Association obtains the prior written consent and joinder, in recordable form, of all Owners and all holders of liens against any Lot. Notwithstanding the foregoing, any amendment that alters or modifies any provision relating to the Surface Water and Stormwater Management System, except relating to maintenance thereof, shall not be effective unless and until the Association obtains the consent of SWFWMD for same.

11.4. Certificate: Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration which certificate shall identify the Book and Page of the Official Records where the Declaration is recorded, and shall be executed

by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Official Records of Sarasota County, Florida.

ARTICLE 12

Miscellaneous

12.1 Severability. Each and every covenant contained in the Declaration and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the provisions hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by law.

12.2 Conflict. In the event of a conflict, the Governing Documents shall govern in the following descending order:

1. (1) the Declaration;
2. (2) the Articles of Incorporation;
3. (3) the Bylaws;
4. (4) the Rules and Regulations; and
5. (5) the Plat or other official document for the Subdivision, including published Architectural Standards.

12.3 Construction. The provisions of the Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of the Subdivision.

12.4 Interpretation. The Board of Directors is responsible for defining and interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations. The Board's definition or interpretation of an ambiguous or vague term shall be binding upon all Owners, Tenants, Guests, Occupants, or Invitees and other parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

12.5 Covenants. The provisions of the Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and the rights and obligations established thereby shall be deemed to be covenants running with the land binding upon each and every Lot in the Subdivision and each and all of the Owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Lot, or any interest therein or any ownership interest in a Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all of the provisions of the Governing Documents.

12.6 Caption. Any captions in the Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

12.7 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act, the Florida Not for Profit Corporation Act, or any provision or Section therein, shall include subsequent amendments and renumbering from time to time.

12.8 Notices. Any notice required to be sent to any Owner under any provision of the Governing Documents, shall be deemed to have been properly sent when mailed, postage paid, to the last known street or sent electronically to the last known e-mail address, to the extent an Owner has consented to receive notice by electronic mail, of the person who appears as Owner in the official records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address.

12.9 Gender. The use of the term "he," "she," "his," "hers," "their", "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

"SUBSTANTIAL REWORDING. SEE GOVERNING DOCUMENTS FOR CURRENT TEXT."

**FIFTH AMENDED AND RESTATED
BYLAWS
FOR
VENTURA VILLAGE HOA, INC.**

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**FIFTH AMENDED AND RESTATED
BYLAWS
FOR
VENTURA VILLAGE HOA, INC.**

**ARTICLE 1
Identity**

1.1 Name. The name of the corporation shall be Ventura Village HOA, Inc. (the "Association").

1.2 Purposes. The Association is organized for the purpose of being a homeowners association within the meaning of Chapter 720, Florida Statutes (the "Homeowners' Association Act"), and in turn for the purpose of operating, governing, administering and managing the property and affairs of Ventura Village, a Subdivision (the "Subdivision") established upon the real property in Sarasota County, Florida, as more particularly described in the Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Ventura Village being recorded contemporaneous herewith (the "Declaration"); the original Declaration of Covenants, Restrictions and Easements for Ventura Village, as recorded in the Official Records of Sarasota County, Florida at Instrument # 2004232850 on December 7, 2004, as amended (the "Original Declaration") and the Amended and Restated Declaration of Covenants, Restrictions and Easements for Ventura Village, as recorded in the Official Records of Sarasota County, Florida at Instrument # 2006082862 on May 4, 2006, as amended (the "First Amended and Restated Declaration"). The purposes of the Association shall include the exercise of all powers granted to it as a corporation under the laws of Florida; these FIFTH Amended and Restated Bylaws of Ventura Village HOA, Inc., as amended from time to time (the "Bylaws"); the Third Amended and Restated Articles of Incorporation for Ventura Village HOA, Inc., as amended from time to time (the "Articles of Incorporation"); the Declaration; and further to exercise all powers granted to a homeowners association under the Homeowners' Association Act.

1.3 Principal Office. The principal office of the Association shall be located at 1162 Indian Hills Boulevard, Venice, Florida 34293. The Association's Board of Directors may change the location of the principal address from time to time.

1.4 Fiscal Year. The fiscal year of the Association is the calendar year, unless otherwise determined by the Board of Directors.

1.5 Seal. The Board of Directors shall adopt a corporate seal which will bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and must identify the Association as a not-for-profit corporation. The words "corporate seal" may be used in lieu of a raised corporate seal; however, a corporate seal is not required to validate corporate actions unless otherwise specifically required by law.

1.6 Definitions. All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation, the Declaration, and the Homeowners' Association Act.

ARTICLE 2

Powers and Duties of the Association

The Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, the Bylaws or by law. The affairs and operation of the Association shall be managed by its Board of Directors. The Board of Directors shall have and execute all powers necessary to accomplish its duties and obligations. All of the powers and duties of the Association existing under Florida law, the Declaration, the Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its Officers, agents, contractors or employees, except where prohibited by law.

ARTICLE 3

Membership

3.1 Members. Membership in the Association is limited to Owners of the Lots in the Subdivision. Membership is automatically conferred upon the acquisition of title to a Lot in the Subdivision, as evidenced by the recording of a deed or other appropriate instrument to such Lot in the Official Records of Sarasota County, Florida.

3.2 Voting Rights. There shall be allowed only one (1) vote per Lot, which shall be cast as provided in these Bylaws. The Owner of each Single-Family Lot shall be entitled to one vote as a Class "A" Member for each Single-Family Lot owned. The Owner of each Villa Unit Lot shall be entitled to one vote as a Class "B" Member for each Villa Unit Lot owned.

3.3 Termination of Membership. Whenever a Member ceases to be an Owner of a Lot in the Subdivision his or her membership shall then and there automatically terminate.

3.4 Transfer of Membership. Membership in the Association is an incident of Lot ownership and shall not be separately transferable or assignable, other than as an appurtenance to Lot ownership.

ARTICLE 4

Meetings of Members

4.1 Place of Meetings. The Board of Directors may designate any place within Sarasota County, Florida located within sixty (60) miles of the Subdivision, as the place of meeting for any annual or special meeting, and if no such designation is made, such meeting shall take place at the principal office of the Association.

4.2 Annual Meeting. An annual meeting of the Members will be held each year no later than twelve (12) months from the prior year's meeting, to the extent possible. The purpose of such meeting shall be to elect Directors and for the transaction of such other business authorized to be transacted by the Association as may come before the meeting. No meeting shall be held on a legal holiday.

4.3 Special Meetings. A special meeting of the Members may be called by the President, a majority of the Board of Directors, or by not less than thirty percent (30%) of the total voting interests of the Association.

4.4 Notice of Meetings. Written or printed notice stating the agenda, place, day and hour of all meetings of Members shall be served by mail, e-mail or hand-delivery to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the Officers or persons calling the meeting. The Association shall also post in a conspicuous place in the Subdivision the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of such membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it last appears on the records of the Association, with postage thereon prepaid. The attendance of any Member, or person authorized to vote for such Member, shall constitute such Member's waiver of notice of such meeting, except when the Member's attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully called. Members may attend membership meetings in person or by proxy, ZOOM or similar types of video conferencing. Voting by a member shall not be permitted by ZOOM or similar types of video conferencing.

A Member may not, however, attend or participate in membership meetings by telephone, conference call, speaker phone, or other similar means.

4.5 Electronic Transmission and Broadcast Notice. Notwithstanding any other provision herein, notice of meetings of the Board of Directors, membership meetings (except membership meetings to recall Directors), and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. In lieu of or in addition to the physical posting of notice of any meeting in the Subdivision, the Board of Directors may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system or website serving the Subdivision. However, if broadcast notice is used in lieu of a notice posted physically in the Subdivision, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this Article. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.6 Written Informal Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Owner action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

4.7 Quorum. Those Members present, in person or by proxy, holding at least twenty percent (20%) of the eligible voting interests of the Association which may be cast at a meeting shall constitute a quorum at such meeting. A member voting electronically pursuant to Section 720.317(2), Florida Statutes, as amended from time to time, and as approved by the Board, shall be counted as being in attendance and at the meeting for the purpose of determining a quorum. A majority of the Members present, in person or by proxy, may adjourn the meeting from time to time to a future date. A quorum of the Class "A" Members shall be those Class "A" Members present, in person or by proxy, holding at least twenty percent (20%) of the eligible voting interests of the Class "A" Members which may be cast at a meeting. A quorum of the Class "B" Members

shall be those Class "B" Members present, in person or by proxy, holding at least twenty percent (20%) of the eligible voting interests of the Class "B" Members which may be cast at a meeting.

4.8 Proxies. Votes may be cast in person or by written proxy substantially complying with the Homeowners' Association Act. Proxies must be filed with the Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time prior to a vote being cast at the pleasure of the Lot Owner executing it. Proxies in no event shall be used in electing the Members of the Board of Directors. An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photo static, facsimile, electronic mail or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

4.9 Vote Required to Make Decisions. When a quorum is obtained at any membership meeting, the vote of a majority of the Members present, in person or by proxy, shall decide any question brought before the meeting, unless the Declaration, these Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, these Bylaws or such statute shall control.

4.10 Indivisible Vote. Each Lot shall have one indivisible vote. If a Lot is owned by a corporation, any officer or authorized agent may vote on behalf of said corporation. If a Lot is owned by a partnership, any partner may vote on behalf of the partnership. If a Lot is owned by husband and wife, either spouse may cast a vote on behalf of the Lot. If a Lot is owned in trust, any trustee or beneficiary of the trust may vote on behalf of the trust. Any person asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Lot cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

4.11 Order of Business. The order of business at annual membership meetings, and as far as practical at other Members' meetings, will be:

- A. Call to Order by the President;
- B. Election of Chairman (if President or designee absent);
- C. Appointment by Chair of Inspectors of Election;
- D. Election of Directors;
- E. Calling of Roll, Certifying of Proxies and Determination of Quorum;
- F. Proof of Notice of Meeting or Waiver of Notice;
- G. Reading and Approval of Minutes of Prior Meeting;
- H. Officers' Reports;
- I. Committee Reports;
- J. Unfinished Business;
- K. New Business;
- L. Adjournment.

ARTICLE 5

Election of Board of Directors

5.1. **Number and Term.** The Association shall be governed by a Board of Directors composed of seven (7) Directors consisting of four (4) Directors elected by the Class "A" Members and three (3) Directors elected by the Class "B" Members. All Directors shall be elected annually to serve two-year terms of office. Director elections will be held in alternating years for Class "A" Members and Class "B" Members. Class "B" elections shall be held on even years while Class "A" elections shall be held on odd years. Each elected Director shall (barring recall, resignation, disqualification or death) hold office until the expiration of his or her term and until his or her successor shall have been elected and qualified. The Board of Directors may increase the number of directors upon notice of at least sixty (60) days prior to the end of any calendar year and majority vote of the Board of Directors present at such meeting. However, any increase shall retain the ratio of Class "A" to Class "B" Directors as elected by the Class "A" Members and the Class "B" Members.

5.2 **Director Qualifications.** A Director must be a natural person who is at least eighteen (18) years of age or older. All Directors must be in good financial standing. In the event an incumbent Director becomes ninety (90) days delinquent in the payment of a monetary obligation due the Association, such director will no longer qualify to serve on the Board of Directors and shall be deemed to have abandoned his or her position as a Director. Co-Owners of a Lot cannot simultaneously serve on the Board of Directors, unless they own more than one Lot or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy. Persons who are convicted felons, who have not had their civil rights fully restored for at least five (5) years, are not eligible to serve on the Board of Directors. When a Lot is owned by a corporation, a partnership, or similar entity, the Primary Occupant, as designated pursuant to the Declaration or the spouse of the Primary Occupant shall be eligible to serve on the Board of Directors. A trustee or designated representative of a trust described in Chapter 736, Florida Statutes, or a beneficiary of a trust, and the spouses of such persons, shall be considered eligible to serve on the Board of Directors. A person who is more than ninety (90) days delinquent in paying a monetary obligation due the Association is not eligible for appointment to the Board of Directors. Any person who has been suspended or removed from serving as a Director by the Florida Department of Business & Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes (the "Division") is not eligible to serve as a Director.

5.3 **Director Election.** Directors shall be elected only by secret written ballot. Directors shall not be elected by proxy. The election of Directors shall take place concurrent with the annual membership meeting, in the manner provided in the Homeowners' Association Act and as follows:

(a) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the membership meeting at which the election will occur, the Association shall mail or deliver a second notice of the meeting to all Lot Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon request of a candidate, the Association shall include with the second mailing of the ballot the director information sheet, not larger than 8 1/2 inches by 11 inches, furnished by the candidate to the Association not less than thirty-five (35) days before the election. The costs of mailing and copying of the candidate information sheets shall be paid by the Association. Completed director election ballots shall be returned to the Association in two (2) envelopes. The inner envelope shall contain the ballot and have the word "BALLOT" printed on it. The inner envelope shall be placed

inside of a larger envelope which shall have lines in the upper-right hand corner for Owner to print and sign the Owner's name and address.

(b) Written director election ballots shall also be made available for use by those Lot Owners attending the meeting in person. A Lot Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance. No Lot Owner shall permit another person to cast his ballot, and any such improperly cast ballot shall be deemed invalid. Any Lot Owner who violates this provision may be fined by the Association.

(c) If more persons are nominated than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many director nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Cumulative voting is prohibited. Tie votes shall be broken by agreement among the candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist.

ARTICLE 6

Meeting of Board of Directors

6.1 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors for the purpose of electing Officers shall be held within ten (10) days of the election at such date, place and time as shall be fixed by the Directors.

6.2 Notice of Board Meetings. Meetings of the Board of Directors shall be held as determined from time to time by a majority of the directors. Notice of meetings of the Board of Directors shall be given to each director personally or by mail, e-mail, telephone, facsimile transmission or telegraph, and posted conspicuously on the Subdivision property no less than forty-eight (48) hours prior to such meetings, except in the case of an emergency. Any item not on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. A Director's participation in a Board meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the Board members attending in person as well as by any owners present at a meeting. If mailed, notice of a meeting of the Board of Directors shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

6.3 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.4 Special Notice of Certain Board Meetings. Not less than fourteen (14) days advance written notice shall be mailed or delivered to the Lot Owners and posted conspicuously in the Subdivision of any Board of Directors meeting to consider the levy of a non-emergency special assessment or proposed Rules and Regulations regarding Lot use. Notice of any meeting in which

regular or special assessments against Lot Owners are to be considered for any reasons shall specifically state that assessments will be considered and the nature of the assessments.

6.5 Owner Participation in Board Meetings. Except as otherwise provided by law, meetings of the Board of Directors at which a majority of the Directors are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, that the Board of Directors may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements. Unless otherwise provided by a resolution, each Member is entitled to speak for three (3) minutes with reference to designated agenda items. Members who are not Directors may not attend Board meetings subject to the attorney-client privilege.

6.6 Quorum. The designation of the agenda for meetings of the Board of Directors shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a meeting of the Board of Directors, if requested, in writing, by the other Directors. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The acts approved by a majority of the votes present at a Board of Directors meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, the Bylaws or Florida law. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

6.7 Voting. A Director who is present, in person or by telephone, Zoom, or other similar type of video conferencing or any combination thereof, at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. A Director may not vote by proxy. A director may vote by secret ballot only for the election of officers.

6.8 Joinder and Waiver. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting of the Board of Directors that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and shall not be considered in determining a quorum. Any Director may waive notice to that Director of a meeting of the Board of Directors before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to that Director.

6.9 Vacancies. Except as to vacancies caused by removal of a majority of the Directors by the Members, which vacancies shall be filled in the manner provided in the Homeowners' Association Act, vacancies in the Board of Directors occurring between annual membership meetings shall be filled by a majority of the remaining Directors, even if less than a quorum, to serve for the remainder of the Director's unexpired term of office, unless otherwise provided by law. A Director or Officer who is more than ninety (90) days delinquent in the payment of a monetary obligation due the Association shall be deemed to have abandoned office upon day ninety-one (91), creating a vacancy to be filled by the Board of Directors.

6.10 Presiding Officer. The chairperson at all meeting of the Board of Directors shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Directors present may designate one of the remaining Directors in attendance as chair for such meeting.

6.11 Order of Business. The order of business at meeting of the Board of Directors shall be, to the extent applicable:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of Officers and committees;
- E. Election of Officers;
- F. Unfinished business;
- G. New business;
- H. Adjournment.

6.12 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of the State of Florida generally, the Florida Not For Profit Corporation Act, the Homeowners' Association Act, the Declaration, the Articles of Incorporation, and these Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its agents, contracts or employees, except where prohibited by law.

6.13 Removal and Recall. Directors may be removed or recalled from office with or without cause by an affirmative vote of a majority of all voting interests of the Association at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a majority of all the voting interests of the Association, in the manner provided in the Homeowners' Association Act. A special meeting of the Members to recall a Director or Directors may be called by at least ten percent (10%) of all voting interests of the Association giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any Director delinquent in the payment of a monetary obligation due the Association for more than ninety (90) continuous days shall automatically be removed as a Director.

6.14 Delegation of Board Functions. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Board of Directors shall in such instance generally supervise the agent or employee in the performance of such functions.

6.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a businesslike manner in a book available for inspection by Lot Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners' Association Act.

6.16 Resignation. A Director or Officer may resign at any time by delivering written notice to the Board of Directors or the President. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the Board of Directors, including the Director whose resignation is not yet effective, may vote to fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

6.17 Compensation. A Director shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred in performing his or her duties.

ARTICLE 7

Officers

7.1 Executive Officers. The executive Officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The Board of Directors may also elect or appoint such other Officers, including one or more Assistant Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem necessary, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except that the President may not also serve as the Secretary or Treasurer.

7.2 Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any duly noticed meeting of the Board of Directors. Each Officer shall hold office, barring resignation, disqualification, or death, until his or her successor shall have been duly elected and shall have qualified, or until removed as provided elsewhere herein.

7.3 Removal. Any Officer elected or appointed by the Board of Directors may be removed by a majority of the Board of Directors at a duly noticed meeting of the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed, as they existed during the time that the person was an Officer.

7.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by a majority of the Board of Directors for the unexpired portion of the vacated term.

ARTICLE 8

Duties of Officers

8.1 President. The President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association, subject to the advice and consent of the Board of Directors. The President shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and, in general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

8.2 Vice President. In the absence or disability of the President, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him or her by the President or by the Board of Directors.

8.3 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Treasurer shall attend to the keeping of the books of the Association in accordance with good, generally accepted accounting practices. The Board of Directors may delegate to its managing agent or agents such duties of the Treasurer as it deems appropriate from time to time.

8.4 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the Seal of the Association and see that the Seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its Seal is duly authorized in accordance with the provision of these Bylaws; keep a register of the post office address and e-mail address, where applicable, of each Member which shall be furnished to the Secretary; and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Board of Directors may delegate to its managing agent or agents such duties of the Secretary as it deems appropriate from time to time.

8.5 Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary, or by the President or the Board of Directors.

8.6 Compensation. The Officers of the Association shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred in performing their duties.

ARTICLE 9

Committees

9.1 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which may consist of one or more Directors, which committees, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the operation and management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law.

9.2 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the operation and management of the Association may be designated by a resolution adopted by a majority of the Directors present at a Board of Directors meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each such committee shall be Members or spouses of Members of the Association, and the Board of Directors shall appoint the Members thereof.

9.3 Term of Office. Each Member of a committee shall continue as such until the next annual meeting of the Members and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such Member be removed from such committee by the person or persons authorized to appoint such Member, or unless such Member shall cease to qualify as a Member thereof or voluntarily resigns such position.

9.4 Chairman. One Member of each committee shall be appointed Chairperson by the Members of the committee.

9.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

9.6 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

9.7 Rules and Regulations. The provisions of subsection 720.303(2)(a), Florida Statutes, shall also apply to the meetings of any committee or other similar body when a final decision will be made regarding the expenditure of association funds and to meetings of anybody vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community. All other committees are exempt from the procedural and other requirements of the Homeowners' Association Act and these Bylaws. All committees may adopt policies for its own governance not inconsistent with any Rules and Regulations adopted by the Board of Directors.

ARTICLE 10

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Text of Article 10 has been moved in substance to Article 9 of the Declaration of Covenants. See Governing documents for current text.

ARTICLE 11

Fiscal management

11.1 Annual Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directories, in accordance with good accounting practices as set forth herein. The Association shall maintain a separate schedule of expenses and reserves for the Villa Unit Expenses assessed to only the Villa Unit Lots, per Section 6.3 of the Declaration of Covenants. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The Association may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Area and Common Structural Elements.

(a) Assessment Roll. The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such an account shall designate the name and address of the Owner or Owners of each Lot, the type of Lot (Villa Unit Lot or Single Family Lot),

the amount of each Assessment against by Lot type, the dates and amounts in which the Assessments come due, and the amounts paid upon the account, and the balance due upon Assessments.

(b) Annual Budget Assessment. The annual Assessment, to fund the Association's annual budget, shall be paid by the Members in accordance with the payment schedule established by the Board of Directors. If an annual budget is not adopted or notice is not provided to the Members, the preceding budget and annual Assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual Assessment proves to be insufficient, the budget and the Assessment may be amended at any time by the Board of Directors. The unpaid Assessment for the remaining portion of the fiscal year, for which the amended Assessment is made, shall be due as provided by the Board of Directors. The Board of Directors may elect to allow Owners to pay the annual Assessment in installments due not less frequently than monthly.

(c) Reserve Funds. If the Association budget includes reserves, such reserves shall be determined, maintained, and waived in compliance with this subsection and according to the requirements of Section 720.303(6), Florida Statutes, including the following:

(1) If the annual budget of the Association does not provide for reserve accounts and the Association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.

(2) The amount to be reserved shall be computed by a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

(3) Once a reserve account or reserve accounts are established, the membership of the Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Section 720.303(6), Florida Statutes. If a meeting of the Owners has been called to determine whether to waive or reduce the funding of reserves and a majority of the Members present do not affirmatively vote to waive or reduce reserves, the reserves as included in the budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce reserves shall be applicable only to one budget year.

(4) Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a meeting at which a quorum is present.

11.2 Copy of Annual Budget. The Association shall provide a copy of the annual budget or a written notice that a copy of the annual budget is available upon request at no charge to the member.

11.3 Assessments. The annual shares of the Lot Owners of the common expenses shall be made payable in installments due monthly, quarterly, or annually as determined by the Board of Directors, in advance and shall become due on the first day of each such period and shall become delinquent ten (10) days thereafter. The Association shall have the right to accelerate Assessments of a Lot Owner delinquent in the payment of an Assessment for a period of thirty (30) or more days. Accelerated Assessments shall be due and payable on demand and may include the amounts due for the remainder of the fiscal year.

11.4 Special Assessments. Assessments for common expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by the Board of Directors. Notice of the meeting of the Board of Directors at which such Assessments shall be considered shall be posted and mailed to each Lot Owner as provided in Section 6.4 herein, except in the event of an emergency. The funds collected pursuant to a special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the Lot Owners or applied as a credit towards future Assessments or transferred to reserves.

11.5 Assessment Roll. The Assessments for common expenses and charges shall be set forth upon a roll of the Lots which shall be available for inspection at all reasonable times by the Members. Such roll shall indicate for each Lot the name and address of the Owner, and the Assessments and charges paid and unpaid. Any person other than a Lot Owner who relies upon a certificate signed by an Officer or authorized agent of the Association stating all Assessments and other monies owed to the Association by a Lot Owner or mortgagee with respect to a Lot receives the benefits and protection thereof.

11.6 Liability for Assessments and Charges. A Lot Owner shall be liable for all Assessments and charges coming due while the Owner of a Lot. Other than a first mortgagee acquiring title through mortgage foreclosure or a deed-in-lieu of foreclosure, upon acquisition of title through voluntary or involuntary conveyance, a Lot Owner shall be jointly and severally liable with the previous Lot Owner for all unpaid Assessments and charges due and payable up to the time of such conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Area or by abandonment of the Lot for which the Assessments are due. The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure, shall be subject to Section 720.3085, Florida Statutes, as amended or renumbered from time to time.

11.7. Lien for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all interest, costs, late fees, and reasonable attorney's fees incident to collection, including attorney's fees on appeal, shall be secured by a continuing lien upon each Lot, which lien shall be effective from and shall relate back to the date on which the Original Declaration was recorded.

11.8 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an

administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment for which payment is late and the maximum late fee permissible by law. The Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to accrued interest, then to any late fees, then to any costs, then to any reasonable attorney's fees incurred, and then to the Assessment itself, by date order. Except as otherwise provided in the Homeowners' Association Act, no lien may be recorded by the Association against a Lot, until all applicable notices have been given in accordance with Section 730.3085, Florida Statutes.

11.9 Collection - Suit. The Association, at its option, may enforce collection of delinquent Assessments or charges by suit at law, by foreclosure of the lien securing the Assessments or charges, or by any other remedy available under the laws of the State of Florida. In any event, the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal.

11.10 Accounts. All sums collected from Assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or charges are made.

11.11 Association Depository. The depository in which the funds of the Association shall be deposited shall be financial institutions authorized to do business in the State of Florida which carry Federal Deposit Insurance Corporation ("FDIC") insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation ("SIPC"), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are Members of the National Association of Securities Dealers ("NASD") and insured by SIPC or equivalent industry insurance. The principal of association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by check or other withdrawal instrument signed by those persons as are authorized by the Board of Directors.

11.12 Commingling of Funds. All Association funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, officer, or director of the Association shall commingle any Association funds with his or her funds or with the funds of any other subdivision association or community association as defined in Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled in the same account for investment purposes; however, such jointly invested funds shall be accounted for separately.

11.13 Fidelity Bonding. The Association shall maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association in such an amount to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an additional insured under said policy. If annually approved by a majority of the voting interests present at a duly noticed and called meeting of the Association, the Association may waive the requirement of

obtaining an insurance policy or fidelity bonding for all persons who control or disburse funds of the Association.

11.14 Suspension of Use Rights. In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of such Member and such Member's Family, Tenant, Guest, Occupant and Invitee to use the Common Area and facilities or any other Association Property. However, such suspension does not apply to that portion of Common Area used to provide access or utility services to a Lot and does not prohibit the right of an Member or a Member's Tenant to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

11.15 Suspension of Voting Rights: In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the voting rights of such Member. Such a suspension ends upon full payment of all obligations currently due or overdue the Association.

11.16 Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents of the Association, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

11.17 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or a director and countersigned by the President or a Vice President of the Association. The Board of Directors or Manager may not use an Association debit card for any purchases on behalf of the Association.

11.18 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

11.19 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one-hundred and twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. Financial reports shall be prepared as follows:

(a) If the Association that meets the following criteria, it shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Board of Accountancy. The financial statements shall be based upon the Association's total annual revenues, as follows:

(1) If total annual revenues are \$150,000.00 or more, but less than \$300,000.00, the Association shall prepare compiled financial statements.

(2) If total annual revenues of are at least \$300,000.00, but less than \$500,000.00, the Association shall prepare reviewed financial statements.

(3) If total annual revenues of are \$500,000.00 or more, the Association shall prepare audited financial statements.

(4) If total annual revenues are less than \$150,000.00, the Association shall prepare a report of cash receipts and expenditures in accordance with Section 720.303(7)(b)(3), Florida Statutes.

(b) If approved by a majority of the voting interests present at a properly called meeting of the association at which a quorum is obtained, an association may prepare or cause to be prepared:

(1) A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;

(2) A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

(3) A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

11.20 Competitive Bids. Pursuant to Section 720.3055, Florida Statutes, the Association shall obtain competitive bids for any contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds ten percent (10%) of the total annual budget of the Association, including reserves. The Association shall not be required to accept the lowest bid. This provision shall not limit the ability of an Association to obtain needed products and services in an emergency and this provision shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. The exceptions of Section 720.3055, Florida Statutes, shall apply.

11.21 Official Records. The Official Records of the Association shall be available for inspection and copying by the Association's Members and their designated representatives in the manner provided in Section 720.303(5), Florida Statutes. The Board of Directors may adopt reasonable Rules and Regulations regulating such inspection and copying.

ARTICLE 12

12.1 Amendments to Bylaws. Amendments to these Bylaws shall be made as follows:

(a) **Proposal.** An amendment to these Bylaws may be proposed by the Board of Directors or twenty-five percent (25%) of the Association's total voting interests. Upon an amendment to these Bylaws being proposed by said Board of Directors or Members, such proposed amendment shall be transmitted to the President, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from

the receipt of the proposed amendment and it shall be the duty of the Secretary to give to each Member notice of such meeting in the manner provided for in these Bylaws.

(b) **Adoption.** Except as otherwise provided by law, or by specific provision of the Governing Documents, the Bylaws may be amended if the proposed amendment is approved by at least a majority of the eligible voting interests present, in person or by proxy, at a membership meeting at which a quorum is established.

(c) **Effective Date.** An amendment when adopted shall become effective upon being recorded in the Official Records of Sarasota County, Florida.

(d) **Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever the Homeowners' Association Act or Florida Not For Profit Corporation Act, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to the Homeowners' Association Act or Florida Not For Profit Corporation Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

(e) **Proviso.** Provided, however, that no amendment shall change or increase an Owner's share of the common expenses, unless the record Owner of the Lot concerned and all record Owners of the mortgages on such Lot shall join in the execution of the amendment, and all other Lot Owners approve the amendment.

12.2 Conflicts. The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration, the Articles of Incorporation, these Bylaws, the Association's Rules and Regulations, and the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the Original Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control, in descending order:

- (1) the Declaration, as amended from time to time;
- (2) the Articles of Incorporation, as amended from time to time;
- (3) the Bylaws, as amended from time to time;
- (4) the Rules and Regulations, as amended from time to time; and
- (5) the Plat or other official document for the Subdivision, including published Architectural Standards

12.3 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

12.4 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.5 Severability. In the event that any provisions of these Bylaws are deemed invalid, the remaining provisions shall be deemed in full force and effect.

12.6 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act, the Florida Not For Profit Corporation Act, or any provision or Section therein, shall include subsequent amendments or renumbering from time to time.

THIRD AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
VENTURA VILLAGE HOA, INC.

FINAL REVISIONS – October 2019
COMMUNITY APPROVAL – January 21, 2020

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**THIRD AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
VENTURA VILLAGE HOA, INC.**

FINAL REVISIONS – October 2019

COMMUNITY APPROVAL – January 21, 2020

The Members of Ventura Village HOA, Inc. adopt these Third Amended and Restated Articles of Incorporation (these "Articles of Incorporation"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations on May 23, 2002.

ARTICLE 1

Identity and Principal Address

1.1. Name of Corporation and Principal Address.

The name of the corporation shall be Ventura Village HOA, Inc. (the "Association"). The principal address of the Association shall be 1162 Indian Hills Boulevard, Venice, Florida 34293. The Association's Board of Directors may change the location of the principal address from time to time.

ARTICLE 2

Purpose

2.1. Purpose.

(a) Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 720, Florida Statutes (the "Homeowners' Association Act"), for the operation of Ventura Village, a Subdivision (the "Subdivision"), upon land situated in Sarasota County, Florida.

(b) Distribution of Income. The Association shall make no distribution of income to its Members, directors or officers.

ARTICLE 3

Powers

3.1. Powers.

(a) Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles of Incorporation, the Second Amended and Restated Bylaws of Ventura Village HOA, Inc. (the "Bylaws"), the Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Ventura Village, a Subdivision (the "Declaration") or the Homeowners' Association Act.

(b) Specific Powers. The Association shall have all of the powers and duties set forth in the Homeowners' Association Act and Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act"). The Association shall also have all of the powers and duties set forth in the Declaration and the Bylaws, as either may be amended from time to time; and all of the powers and duties reasonably necessary to operate the Subdivision pursuant to the Declaration and the Homeowners' Association Act, including, but not limited to, the following:

(1) To make, amend and collect annual and special Assessments against Lots within the Subdivision and Lot Owners as Members to defray the common expenses and losses of the Association.

(2) To use the proceeds of Assessments in the exercise of its powers and duties.

(3) To maintain, repair, alter, improve, replace, administer and operate the Common Area, Common Structural Elements and Association Property.

(4) To purchase insurance upon the Common Area, the Common Structural Elements, and Association Property and insurance for the protection of the Association, its Directors, Officers and its Members as Lot Owners.

(5) To reconstruct improvements after casualty and to further improve the Common Area, the Common Structural Elements and Association Property.

(6) To make and amend reasonable Rules and Regulations regarding the appearance, occupancy and use of the Lots, Common Area and Association Property.

(7) To approve or disapprove the transfer, lease, mortgage and ownership of Lots in the Subdivision.

(8) To enforce by legal means the provisions of the Homeowners' Association Act, the Declaration, these Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors, all as amended or renumbered from time to time.

(9) To contract for the management, operation, administration and maintenance of the Association, the Common Area and Association Property and to delegate to such contracting party any powers and duties of the Association, except such as are specifically required by the Homeowners' Association Act, the Declaration, these Articles of Incorporation, or the Bylaws to have the approval of the Board of Directors or the membership.

(10) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association, including, but not limited to, management of the Association and administration of an Association rental program.

(11) To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Subdivision, intended to provide for the enjoyment, recreation or other use benefits of the Lot Owners.

(12) To purchase, acquire or take title to Lots within the Subdivision for the purpose of selling or leasing same or use by a resident manager, rental agent or other similar person.

(13) To sue and be sued.

(c) Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the Homeowners' Association Act or Sections 617.0207 and 617.0303, Florida Statutes, all as amended

or renumbered from time to time. For purposes of this Section 3.1(c) only, an emergency exists during a period of time that the Subdivision, or the immediate geographic area in which the Subdivision is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Subdivision. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

(1) Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Subdivision or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided in this Section. The Directors in attendance at such a meeting of the Board of Directors (if more than one (1) Director) shall constitute a quorum.

(2) Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

(3) Name as interim assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any Officer of the Association.

(4) Relocate the Association's principal address or designate alternative principal addresses.

(5) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.

(6) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.

(7) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Subdivision unavailable for entry or occupancy by Lot Owners, family members, tenants, guests, agents, occupants, or invitees to protect the health, safety, or welfare of such persons.

(8) Require the evacuation of the Subdivision in the event of a mandatory evacuation order in the locale in which the Subdivision is located. Should any Lot Owner, family members, tenants, guests, agents, occupants, or invitees fail or refuse to evacuate the Subdivision where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.

(9) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Subdivision can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration

(10) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of a resident or owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Areas, Association Property or the Lots, even if the Lot Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Lot.

(11) Contract, on behalf of any Lot Owner, for items or services for which Lot Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Areas or Association Property. In such event, the Lot Owner on whose behalf the Board of Directors has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its assessment and claim of lien authority provided by Section 720.3085, Florida Statutes and the Declaration to enforce collection of such charges.

(12) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, these Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more special assessments without a vote of the Lot Owners.

(13) Without Lot Owner approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in these Articles of Incorporation, the Declaration, or the Bylaws.

(14) Corporate action taken in good faith to meet the emergency needs of the Association or its Members shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee of the Association. An Officer, Director, or employee of the Association acting in good faith and in accordance with Section 3.1(c) is only liable for willful misconduct.

The special powers authorized above in Section 3.1(c) shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Lot Owners, family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Areas and Association Property.

(d) Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

(e) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, and the Bylaws.

ARTICLE 4

Members

4.1. Members.

(a) **Members.** The Members of the Association shall consist of all of the record Owners of Lots in the Subdivision as shown by recordation of a deed or other appropriate instrument in the Official Records of Sarasota County, Florida.

(b) **Change of Membership.** After receiving written approval of the Board of Directors, in accordance with the Declaration, change of membership in the Association shall be established by the recording, in the Official Records of Sarasota County, Florida, an assignment, deed or other appropriate instrument establishing a record interest in a Lot in the Subdivision. The person or persons named on the deed or other instrument thereby automatically becomes a Member of the Association and the membership of the immediate past Lot Owner is automatically terminated.

(c) **Limitation on Transfer of Shares of Assets.** The share 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 a Lot.

(d) **Vote.** The Owner(s) of each Lot shall collectively be entitled to one (1) vote, as a Member of the Association. The Owner of each Single-Family Lot shall be entitled to one vote as a Class "A" Member for each Single-Family Lot owned. The Owner of each Villa Unit Lot shall be entitled to one vote as a Class "B" Member for each Villa Unit Lot owned. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation, and the Bylaws.

ARTICLE 5

Board of Directors

5.1. **Board of Directors.** The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Bylaws, but in no event consisting of less than four (4) Directors elected by the Class "A" Members and three (3) Directors elected by the Class "B" Members. A Director must fulfill all requirements of eligibility provided in the Bylaws, the Declaration and the Homeowners' Association Act.

5.2. **Election of Directors.** The Directors of the Association shall be elected at the annual meeting of Members in the manner determined by the Bylaws and the Homeowners' Association Act. A Director may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws and the Homeowners' Association Act.

ARTICLE 6

Officers

6.1. **Officers.** The affairs of the Association shall be administered by the Officers designated in the Bylaws as directed by the Board of Directors. The Officers shall be elected by the Board of Directors at its organizational meeting following the annual meeting of the Members and shall serve at the pleasure of the Board of Directors.

6.2. Indemnification of Officers and Directors.

(a) Indemnity. The Association shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or committee member of the Association, against expenses, including reasonable attorney's fees and appellate attorney's fees; judgments; fines; and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

(b) Defense. To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.2(a) above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

(c) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member subject to the understanding and agreement of such Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 6.

(d) Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(e) Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article 6.

(f) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

(g) Delegation. To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

ARTICLE 7

Bylaws

7.1. Bylaws. The Bylaws may be amended in the manner provided in the Bylaws.

ARTICLE 8

Amendments

8.1. Amendments.

(a) Amendments to these Articles of Incorporation may be proposed at any time by at least a majority of the Board of Directors or by written petition of seventy-five percent (75%) of the total voting interests of the Association. If by petition, the proposed amendments must be submitted to a vote of the Association not later than the next annual meeting. Except as otherwise provided by law, these Articles of Incorporation may be amended if the proposed amendment is approved by at least a majority of the eligible voting interests present, in person or by proxy, at a membership meeting at which a quorum is established.

(b) Limitation on Amendments. No amendment shall make any changes in the qualification for membership, the voting rights of Members, or any change in Article 2, Section 2.1(b), or Article 3, Section 3.1(d) without the approval in writing of all Lot Owners and the joinder of all record owners of liens upon the Lots. No amendment shall be made which is in conflict with the Homeowner's Association Act or the Declaration.

(c) Certification. A copy of each amendment shall be filed with the Florida Secretary of State and shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate Officers of the Association attesting that the amendment has been lawfully adopted.

ARTICLE 9

Miscellaneous

9.1. Term. The term of the Association shall be perpetual, unless sooner dissolved according to law.

9.2. Interpretation. Unless defined herein, terms used herein shall have the same meaning as in the Declaration or the Homeowners' Association Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, these Articles of Incorporation, and the Rules and Regulations of the Association. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

9.3. Subscribers. The names and address of the original subscriber of these Articles of Incorporation are:

Names:

Billy B. Springer, Charles Betts, Bernadette Fauster

Address: 2147-G Porter Lake Drive Sarasota, Florida 34240

9.4 Registered Office and Agent. The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Keys-Caldwell, Inc., 1162 Indian Hills Boulevard, Venice, Florida 34293. The Board of Directors is authorized to change its Registered Agent and Office in the manner provided by Florida law.

9.5. Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act, the Florida Not For Profit Corporation Act, shall include subsequent amendments and renumbering from time to time.

8/6/2025 12:38 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3378441

Prepared by and Return to:
Richard A. Ulrich
Ulrich Scriblett Watts & Dean PA
713 S. Orange Avenue, Ste. 201
Sarasota, FL 34236

NOTICE OF ENFORCEMENT

VENTURA VILLAGE HOA, INC. CERTIFICATE OF RESOLUTION TO ENFORCE DEED RESTRICTIONS

The Board of Directors of Ventura Village HOA, Inc., at a regular board meeting held on May 5, 2025, unanimously adopted the following resolution.

WHEREAS, the Ventura Village subdivision was developed as a community consisting of two-hundred and thirty-eight (238) stand-alone single-family residential lots, one-hundred and fifty-six (156) paired villas contained within seventy-eight (78) buildings intended for use and occupancy as single-family residences, and common areas and facilities, and the land to which this Declaration is applicable is described on the Plat for Ventura Village, Unit 1, as recorded in Plat Book 44, Page 47 (47A through 47 N, inclusive) of the Public Records of Sarasota County, Florida on December 7, 2004; Plat for Ventura Village, Unit 2, as recorded in Plat Book 46, Page 28 (28A through 28E, inclusive) of the Public Records of Sarasota County, Florida on March 14, 2007; and, Plat for Ventura Village, Unit 3, as recorded in Plat Book 47, Page 29 (29A through 29E, inclusive) of the Public Records of Sarasota County, Florida on November 18, 2009, inclusive, of the Public Records of Sarasota County, assessed to such owner or owners as shown on the last completed tax assessment roll of Sarasota County, Florida, at the time when the proposed revived declaration is submitted for approval by the parcel owners, a copy of which is attached for parcels in Ventura Village Subdivision of the Public Records of Sarasota County, Florida; and

WHEREAS, the Ventura Village subdivision is governed by the Ventura Village HOA, Inc. (hereafter "Association"), a Florida Not For Profit Corporation, through its Board of Directors; and

WHEREAS, the Ventura Village subdivision has deed restrictions and covenants that were initially adopted at the time of development, and that the same have been duly recorded in the public records of Sarasota County; and

WHEREAS, these deed restrictions have been variously amended since their original adoption, and that such amendments have been duly recorded in the public records of Sarasota County; and

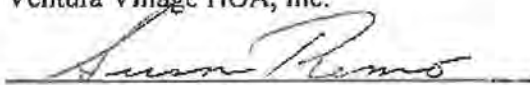
WHEREAS, it is the expectation of the Association that lot owners within the subdivision will comply with said deed restrictions voluntarily.

NOW THEREFORE, be it resolved that all lot owners within Ventura Village subdivision are hereby put on notice that the Association shall henceforth enforce compliance with all of the deed restrictions applicable now or in the future to the Ventura Village subdivision; and

BE IT FURTHER RESOLVED that a copy of this Notice be recorded in the public records of Sarasota County and a copy mailed or otherwise provided to each lot owner in the Ventura Village subdivision, all for the purpose of giving notice to all present and future lot owners in the subdivision of this resolution by the Association to enforce such deed restrictions and covenants that are presently in force and will be in force in the future.

This Resolution is certified this 31 day of July, 2025.

Ventura Village HOA, Inc.

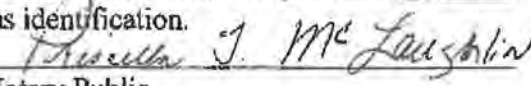

Susan Remo, President

ATTESTED TO:


Mark D'Agostino, Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF SARASOTA)

he foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 31 day of July, 2025, in and for the State of Florida, by Susan Remo, as President of the Ventura Village HOA, Inc. on behalf of the Association, who is personally known to me or who has produced _____ as identification.


Notary Public



Priscilla McLaughlin
Notary Public, State of Florida
My Comm. Expires 12/21/2025
Commission No. HH210569