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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR VILLA GARDENS**

**AMENDED AND RESTATED BYLAWS AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION**

VILLA GARDENS OWNERS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Amended and Restated Articles of Incorporation and Amended and Restated Bylaws for Villa Gardens Owners Association, Inc. (which Declaration is originally recorded at Official Records Book 1327, Pages 634 et seq. of the Public Records of Sarasota County, Florida) were approved at a meeting of the membership held on November 16, 2019, and continued on January 20, 2020, by the affirmative vote of not less than fifty-one percent (51%) of all voting interests of the Association, after approval by not less than a majority of the entire membership of the Board of Directors, which is sufficient for adoption under Section 11.02 of the Declaration, Article XIV of the Articles of Incorporation, and Article XIII of the Association Bylaws.

DATED this 18th day of FEBRUARY, 2020.

Witnesses:

sign Paul Siebold

print Paul Siebold

sign Christina Stocman

print Christina Stocman

VILLA GARDENS OWNERS
ASSOCIATION, INC.

By: Marta McLoughlin
Marta McLoughlin, President

Witnesses:

sign Paul Siebold

print Paul Siebold

sign Christina Stockman

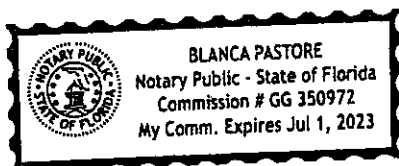
print Christina Stockman

Attest: Mark Stockman
Mark Stockman, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of FEBRUARY, 2020, by Marta McLoughlin as President of Villa Gardens Owners Association, Inc., on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign [Signature]
print BLANCA PASTORE
State of Florida at Large (Seal)

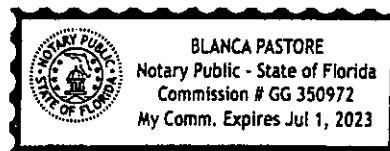
My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of FEBRUARY, 2020, by Mark Stockman as Secretary of Villa Gardens Owners Association, Inc., on behalf of the corporation. He is personally known to me or has produced OH DRIVER LICENSE as identification.

NOTARY PUBLIC
sign [Signature]
print BLANCA PASTORE
State of Florida at Large (Seal)

My Commission expires:



SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
VILLA GARDENS

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SECOND AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VILLA GARDENS

This Declaration of Covenants, Conditions and Restrictions shall govern Villa Gardens, a Subdivision (herein, "the Subdivision").

ARTICLE I. DEFINITIONS

For all purposes, the terms used in this Declaration of Covenants, Conditions, and Restrictions (herein "the Declaration"), the Articles of Incorporation of the Association and Association Bylaws (herein collectively "the Governing Documents"), shall have the meanings stated in the Florida Homeowners' Association Act (Chapter 720 of the Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any Owner.

The following words and terms when used in the Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01. "Act" means Chapter 720, Florida Statutes, as amended from time to time.

1.02. "Architectural Review Committee" or "ARC" means the committee established by the Board of Directors of the Association described in Article VIII of this Declaration.

1.03. "Articles of Incorporation" or "Articles" means the Articles of Incorporation for Villa Gardens Owners Association, Inc., a Florida not-for-profit corporation, as attached hereto as **Exhibit "B"** and incorporated herein by reference, and as amended from time to time.

1.04. "Assessment" means a charge against a Lot and its Owner as described in this Declaration and as may be permitted by the Articles or Bylaws or by law.

1.05. "Association" shall mean and refer to Villa Gardens Owners Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein, and its successors and assigns.

1.06. "Board" shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

1.07. "Bylaws" shall mean and refer to the Bylaws of Villa Gardens Owners Association, Inc. as attached hereto as **Exhibit "C"** and incorporated herein by reference, and as amended from time to time.

1.08. "Common Areas" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated by Plat, deeded or leased to the Association or shall mean easements, licenses and servitudes, owned or leased by the Association, or the use of which has been granted to the Association, together with all improvements thereon for the use and enjoyment of all Owners of Lots.

1.09. "Common Expenses" means all expenses properly incurred by the Association on the performance of its powers and duties, and shall include but not be limited to the following:

(a) The maintenance, management, operation, repair and replacement of the Common Areas, and all other areas of the Subdivision maintained by the Association to the common benefit of all Owners.

(b) Expenses of administration and management of the Association.

(c) The cost of any insurance covering the Common Areas, as provided in Article VI or otherwise obtained by the Association for Association purposes.

(d) Reasonable reserves as deemed appropriate by the Board or as may be required by law.

(e) Taxes and other governmental assessments and charges against the Common Areas paid or payable by the Association and any other taxes paid by the Association.

(f) Any amount paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or portions thereof.

(g) The cost of any other item or items designated by the Bylaws, Articles or herein as a Common Expense, or reasonably or necessarily incurred by the Association in connection with the Common Areas, this Declaration, the Articles or Bylaws, and in furtherance of the purposes of the

Association or a discharge or any obligations expressly or impliedly imposed on the Association by this Declaration.

1.10. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Villa Gardens, as it may be amended or supplemented from time to time.

1.11. "Lot" or "Lots" shall mean the parcels of land shown on the recorded Plat of Villa Gardens attached hereto as **Exhibit "A"**.

1.12. "Member" shall mean and refer to all those persons or entities who hold record title to a Lot.

1.13. "Owner" shall mean the record title holder of a Lot.

1.14. "Plat" shall mean and refer to any final Plat of Villa Gardens recorded in the Public Records of Sarasota County, Florida and attached hereto as **Exhibit "A"**, which is recorded at Plat Book 26, Page 26 et seq., of the Official Records of Sarasota County, Florida.

1.15. "Rules" means the rules and regulations governing the use and occupancy of the Common Areas and Lots adopted by the Association Board as provided herein and in the Articles and Association Bylaws.

1.16. "Utility Services" shall include but not be limited to electric power, gas, water and sewer, garbage collection, basic cable television and pest control service provided to the Subdivision as may be provided herein.

ARTICLE II. GENERAL CONDITIONS

2.01. The Association. The operation of the Subdivision in accordance with this Declaration and other authority shall be by Villa Gardens Owners Association, Inc. (herein, "the Association"). The Association shall own title to common property in the Subdivision not dedicated and accepted by the public. Each Owner shall be a Member of the Association.

2.02. Purposes of Association. The purposes of the Association include, without limitation, those contained within the Bylaws and Articles of the Association.

2.03. Duration. This Declaration shall remain in full force and effect for a period of thirty (30) years from the date this Amended and Restated Declaration is recorded. Upon the expiration of that time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

2.04. Government Regulation. To the extent any law, ordinance or regulation of the State of Florida and Sarasota County shall exceed the requirements hereof, that law, ordinance or regulation shall prevail.

2.05. Severability. These Covenants, Conditions and Restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

ARTICLE III. PROPERTY

3.01. Existing Property. The existing real property which is subject to this Declaration is Villa Gardens, a subdivision in Sarasota County, Florida, according to the Plat thereof recorded in Plat Book 26, Pages 26 et seq. of the Official Records of Sarasota County, Florida, which is attached hereto as **Exhibit "A"**. Lots shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors or assigns and shall inure to the benefit of each Owner thereof.

3.02. Annexation. Subject to the consent of the Owner thereof, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds (2/3) of the votes of Members. The annexation of land under this Article shall be accomplished by the recordation in the Public Records of Sarasota County, Florida, of a Declaration amendment describing the property being annexed and signed by the President and Secretary of the Association and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

3.03. Delegation of Use. Any Owner may delegate his right of enjoyment in the Common Property to members of his family, tenants or social guests, subject to the provisions of this Declaration and the Articles, Bylaws and Rules of the Association.

3.04. No Waiver or Delegation of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association or release the Lot owned by him from the liens and charges thereof by waiver or delegation of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of his Lot.

ARTICLE IV. EASEMENTS

4.01. Owners' Easements of Enjoyment to the Subdivision Property. Every Owner shall have a right and easement of access and enjoyment in and to Villa Gardens, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure;

(b) The right of the Association to limit the number of guests/family/tenants of Members and to limit the use of the Common Areas by Members not in possession of a Lot.

(c) Rules governing use and enjoyment of the Subdivision property;

(d) Restrictions contained on any and all Plats of all or on any part of the Common Areas or restrictions recorded separately with respect to all or any part or parts of the property;

(e) Zoning regulations relating to the Subdivision property; and

(f) The right of Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including without limitation, the conveyance, lease or other transfer of any part of the Common Areas to a government body or special tax district, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than sixty (60) days nor more than one hundred twenty (120) days in advance of any action taken.

(g) Right of Association to suspend an Owner's voting rights or an Owner's use rights in the Common Areas as permitted by law.

(h) Quiet enjoyment by all Owners.

4.02. Utility Easements. The Association reserves to itself the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Subdivision and the Common Areas upon, over, under and across the property in the Subdivision. Said easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and the Common Areas. All such easements to be of a size, width and location as the Association, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located in the Subdivision.

4.03. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may

increase the possibility of a fire or other hazard or in the event an Owner fails or refuses to cure the condition upon request by the Board or if an Owner fails to correct a violation of any provision contained herein or any Board adopted rule or policy.

ARTICLE V. ASSESSMENTS

5.01. Method of Determining Assessments.

(a) Budget. Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses which it expects to incur for the coming year.

(b) Determination of Assessments Against Lots. The calculation for the determination of the amount of Assessments against Lots shall be made by taking the total amount of expenses, including reserves and all other Common Expenses, for the year as determined by the budget and dividing that sum equally by the number of Lots which amount shall then be divided equally by the number of Assessment periods as determined by the Association and/or as may be provided in the Bylaws.

5.02. Accounting. Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular Assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:

1. Administration of the Association.
2. Management fees.
3. Maintenance.
4. Insurance.
5. Security provisions.
6. Operating capital.
7. Contingency funds for advancement of special and service Assessments.
8. Other expenses.

(b) Reserves for Deferred Maintenance. Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Capital Expenditures and Replacement. Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional Accounts. The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.

5.03. Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments include those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Common Area or the costs incurred (whether in whole or in part) for reconstructing or replacing such improvements or for any other valid Common Expense which is not a recurring expense to the Association. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

5.04. Obligation for Assessments. Each Owner, by accepting a deed or entering into a recorded contract of sale for any Lot, covenants and agrees to pay all Assessments levied in accordance with the Governing Documents for each Lot owned.

5.05. Monetary Defaults and Collection of Assessments.

(a) Interest and Late Fee. If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is first due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days after written demand by the Association, such Owner shall pay to the Association interest at the highest rate permitted by law, on the amount owed to the Association from the date first due. The Association shall also charge a late fee in an amount which does not exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the past due sums if the Assessment is not paid within ten (10) days after same is first due.

(b) Acceleration of Assessment. In addition, if any Owner is in default in the payment of any Assessment or of any other monies owed to the Association for more than ten (10) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association in advance Assessments for Common Expenses through the end of the fiscal year, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments for Common Expenses, and/or all other Assessments and monies payable to the Association. If determined in the best interest of the Association, the Board may by written notice to the Owner decelerate amounts previously accelerated.

(c) Collection. In the event any Owner fails to pay any Assessment or other monies due to the Association within ten (10) days after written demand, the Association may take any action deemed necessary in order to collect such Assessments or monies. The Owner shall be liable to the Association for all attorneys' fees, costs and expenses incurred by the Association incident to the collection of any Assessments or other monies owed to it, and the enforcement and/or foreclosure of any lien for the same, and all sums paid by the Association for taxes and on account of any mortgage

lien and encumbrances in order to preserve and protect the Association's lien. All payments received by the Association on account of any Assessments or monies owed to it by any Owner shall be first applied to interest, late fees, costs, and attorneys' fees incurred incident to the collection of delinquent Assessments, and then to the Assessment payment first due.

(d) Lien for Assessments and Monies Owed to Association. The Association shall have a lien on the Lot of any Owner, for any unpaid Assessments (including Special Assessments or any Assessments which are accelerated pursuant to this Declaration) or other monies owed to the Association by such Owner, and for interest, reasonable attorneys' fees and court costs incurred by the Association incident to the collection of the Assessments and other monies, and for the filing or foreclosure of a claim of lien, and for all sums advanced and paid by the Association for taxes, maintenance and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien.

(e) Release of Lien. Upon payment in full of all sums due to the Association, the Association shall promptly record in the Public Records of Sarasota County, Florida a satisfaction of claim of lien.

(f) Transfer of Property After Assessment. The Association's claim of lien shall not be affected by the sale or transfer of any Lot. In the event of a sale or transfer of the Lot, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest, late fees, attorneys' fees and all other costs and expenses owed to the Association which are attributable to any Lot purchased by or transferred to such new Owner.

(g) Mortgagees. Unless the law provides for a greater amount otherwise, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgagee which acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that come due before the mortgagee's acquisition of title, shall be the lesser of: 1) the Lot's unpaid regular periodic and 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 2) one percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action.

(h) Certificate as to Unpaid Assessments or Default. Upon request by any Owner or by any institutional lender holding a first mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether or not such Owner is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration.

ARTICLE VI. INSURANCE

6.01. Procured by Owner. The Association shall not insure and each Owner shall be responsible for insuring the interior of the dwelling and the garage on his or her Lot, including all

personal property therein and including, but not limited to, floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components. The Owner shall be responsible for any insurance on the slab or foundation of the dwelling and garage and the interior walls and doors and the exterior doors, but not perimeter walls or party walls. The Owner shall also be responsible for insuring all conduits, ducts, electrical lines, pipes, and plumbing in the dwelling and garage on his or her Lot, even where such items go through exterior walls.

6.02. Procured by Association. The Association shall procure and maintain fire and extended coverage insurance on the following elements of the dwellings and garages: roofs; perimeter walls and party walls up to and including the drywall (but not including paint, wallpaper, other such coverings, conduits, ducts, electrical lines, pipes, and plumbing); and windows in up to the full insurable value of the same which policies of insurance shall be procured from reputable insurance companies licensed to do business in the State of Florida and shall show the Association and the Owners and their mortgagees, as their interests may appear, as insureds thereon. The cost of any such insurance shall be paid by the Association from Assessments therefor made by the Association against the various Owners.

6.03. Damage or Destruction. In the event of damage or destruction to the dwelling or garage resulting from an insurable event, the same shall be promptly repaired, restored or re-built as the case may be by the party responsible for insuring the items in question. If both the portions the Owner is responsible for insuring and the Association is responsible for insuring are damaged, then the Owner shall be cooperative in coordinating repair work with the Association.

ARTICLE VII. REPAIR AND MAINTENANCE

While the provisions of Section VI of this Declaration pertain to insurance and damage due to insurable events, the following provisions apply in the case of ordinary maintenance, repair, and replacement outside of an insurable event.

7.01. Repair and Maintenance by the Association. The Association shall own, operate and maintain all Common Areas in a first class condition, subject to normal wear and tear, depreciation, and the elements. Maintenance of the Common Areas shall include periodic inspection and preventive maintenance for the improvements and facilities owned by the Association. The Association shall also be responsible for repainting all dwellings and garages in the Subdivision in accordance with a painting schedule adopted by the Board; for maintenance, repair, and replacement of all driveways; and for replacement of all roofs in accordance with a schedule adopted by the Board. Exterior painting or other maintenance or replacement which becomes necessary prior to the repainting of the exterior of all dwellings in the Subdivision or the replacement of all roofs in the Subdivision in accordance with the adopted painting schedule and adopted roof replacement schedule shall be the responsibility of the Owner as an individual Owner expense as provided below.

7.02. Repair and Maintenance by Owner. Each Owner shall be exclusively responsible for performance of all maintenance obligations for his or her Lot and dwelling and garage that is not specifically assumed by the Association pursuant to this Declaration, including, without limitation, repair and replacement of all exterior elements of the dwelling and garage, including, but not limited to, the roof (except as provided in Section 7.01 above), paint (except as provided in Section 7.01 above), garage doors, entry/exit doors, window screens, all glass surfaces and windows, the slab or foundation, and any other improvements constructed, installed or erected upon the Lot that are not specifically described in this Article. Water and sanitary sewer lines and associated equipment on a Lot are the responsibility of the Owner to maintain, repair, and replace. Any such line going through more than one Lot and servicing more than one Lot shall be the joint responsibility of the Owners of the Lots in question.

(a) Roof maintenance obligations shall include, but not be limited to, clearing the roof of debris. For any replacement of any portion of a roof, Owners shall use accredited contractor(s) who are approved by the Association, or if doing the work themselves it shall be subject to inspection by a Board-approved contractor and a requirement to redo the work if it is not done properly. The Owner will be billed for the cost of inspection if found non-compliant.

(b) Owners shall not make any alterations, additions or improvements, including any changes or alterations of landscaping, ground cover or grass, without first obtaining the written consent of the ARC pursuant to Article VIII. Alterations or additions to dwellings, garages, or improvements that would affect the expense of the maintenance obligation of the Association may be rejected for that reason alone, without consideration of the aesthetics or benefits of the proposed alteration or addition.

(c) As to party walls, the adjacent Owners shall share equally the responsibility for maintenance, repair and replacement of same.

(d) Each Owner shall properly maintain all trees on his or her Lot and shall promptly have removed any dead trees and stumps.

7.03. Additional Maintenance Standards. The Board may, from time to time adopt and promulgate additional reasonable maintenance standards, so long as such standards are not contrary to the provisions of this Declaration.

7.04. Right of Association to Maintain. If an Owner has failed to maintain or repair his or her Lot or the improvements thereon as required by this Declaration, then after notice as herein provided the Association may perform such maintenance and make such repairs that the Owner has failed to perform and make. All costs of such maintenance or repairs shall be assessed to the particular Owner and his or her Lot as a Special Assessment. Until so collected such costs shall be treated as a Common Expense. The Association may rely upon duly promulgated uniform standards of maintenance in carrying out its responsibilities hereunder. In proceeding under this Section, the Association shall employ the procedures hereinafter set forth:

(a) Upon a finding by the Board of a deficiency in maintenance, the Board shall provide notice thereof in writing to the responsible Owner, briefly describing the deficiency and setting forth the action needed to be taken to correct the deficiency.

(b) If the Owner does not correct such deficiency within thirty (30) days of receipt of such notice, then the Board may have such maintenance or repairs performed at the Owner's expense.

(c) All such maintenance or repair by the Association, other than emergency repairs, shall take place only during daylight hours Monday through Saturday, excluding holidays.

7.05. Paint Color. The Board may propose to change the colors of paint used on the exterior of the dwellings. The proposed color scheme will be presented to the Owners for their approval, and will be deemed approved if fifty-one percent (51%) of the voting interests vote affirmatively for the change. Owners are not permitted to change the established paint colors outside of this procedure.

ARTICLE VIII. ARCHITECTURAL CONTROL

8.01. Architectural Review Committee. For the purpose of carrying out the Architectural Review process, the Board may establish an Architectural Review Committee ("the ARC"), which shall have jurisdiction over all construction and installation of improvements on any portion of the Subdivision. The ARC shall consist of not less than three (3) nor more than seven (7) members. The members of the ARC shall be appointed by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines it may sit as the ARC. Members of the ARC shall serve terms established by the Board. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC shall be as provided from time to time by the Board.

8.02. Architectural Standards. The ARC may, with the approval of the Board from time to time, adopt and promulgate architectural standards for the Subdivision. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Subdivision, but may be greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes. All standards shall be adopted and applied on a uniform basis, and may be reviewed or expanded from time to time, including stating new materials, techniques and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

8.03. Architectural Review Required. Architectural review shall be required in each of the following circumstances:

(a) Whenever the Owner of a Lot proposes to construct any improvements thereto, including landscaping.

(b) Whenever any exterior alteration or other exterior improvement to an existing Lot or Lots is proposed by an Owner.

(c) Whenever any Owner or the Association proposes to maintain or repair a Lot or Lots in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the Lots thereon.

(d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.

(e) Whenever an Owner proposes any change or addition to the landscaping of a Lot.

(f) For the purposes of this Section, any structure, including but not limited to buildings, fences, walls, walks, swimming pools, spas, patios, gazebos, decks, exterior lighting, flag poles, playgrounds, sports equipment or any other structure, shall be deemed to be alterations or improvements subject to architectural review as provided herein.

(g) For the purposes of this Section, the term construction shall include within its definition staking, clearing, excavation, grading, other site work or exterior alterations or modifications of existing improvements and the planting or removal of plants, trees, or shrubs.

8.04. Procedure. There shall be submitted to the ARC a written application setting forth plans (site, grading, landscape, floor, etc.), colors, materials and other specifications for any activity for which review is required. Additionally, the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date. All contractors and vendors must have the licensing required for the type of work they are performing, and must provide proof of insurance coverage for work done to Common Areas or to Association property.

(a) The ARC may request additional and supplementary information. The Committee shall, within thirty (30) days after receipt of a complete application, either approve or disapprove, or approve in part and disapprove in part, the application. The Committee shall specify its reasons for disapproval and may annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval.

(b) The proposed improvements will be approved if, in the sole opinion of the ARC, (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Property; (2) the improvements will not violate any restrictive covenant or encroach upon any easement or platted building setback lines; (3) the improvements will not result in the reduction in property value or use of adjacent property; (4) the individual or company intended to perform the work is acceptable to the ARC; and (5) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (twelve (12) months for the construction of a complete house). In the event that the ARC fails to issue its written approval or disapproval of the proposed construction within thirty (30) days of its receipt of the last

of the materials or documents required to complete the Owner's submission, the ARC's approval shall be deemed to have been granted without further action.

(c) In the exercise of its sole discretion, the ARC may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans. Such assurances may include the posting of a performance bond and/or a completion bond in favor of the Association, independent professional inspection reports or sworn progress reports.

(d) If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article VIII to the same extent as if erected without prior approval of the ARC. The ARC or the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation reasonable attorneys' fees and costs and any other expenses or fees incurred in the prosecution thereof.

(e) The Board has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration upon its own action or at the request of the ARC. The granting of any waiver for any portion of the Subdivision may be given or withheld in the Board's sole discretion and a prior grant of a similar waiver shall not impose upon the Board the duty to grant new or additional requests for such waivers.

(f) The Association and ARC, and any officer, employee, Director or member thereof, shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association or ARC, or any officer, employee, Director or member thereof, to recover any such damages.

8.05. Appeal. Except in the case of where the Board is acting as the ARC, any person aggrieved by a decision of the ARC may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed not later than fourteen (14) days after the date upon which the decision of the ARC is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within forty-five (45) days, at which it may affirm, reverse or modify the decision of the ARC. For the purposes of this Section, an aggrieved party may be the applicant for review or the Owners of any three (3) or more Lots.

8.06. Rules and Regulations and Fees. The ARC may adopt reasonable rules for the conduct of its authority. The Board may establish reasonable fees for architectural review.

8.07. Records. The ARC shall maintain records of all architectural review proceedings, but is not required to maintain them for a time longer than required for official records under the pertinent statutes.

8.08. Address for Notice. Requests for ARC approval or correspondence with the ARC shall be addressed to the Architectural Review Committee – Villa Gardens Owners Association, Inc. and mailed or delivered to the principal office of the current management company or such other address as may be designated from time to time by the ARC. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC in a form satisfactory to the ARC.

ARTICLE IX. USE RESTRICTIONS

9.01. Single Family Use. Each Lot shall be used exclusively for single-family residential use. For purposes of this Declaration, “single family” shall mean occupancy by a single housekeeping unit composed of one (1) person; up to three (3) people no matter how related; or up to (4) people all of whom are related to each other by blood, marriage, legal custodian, or legal designee of a parent of a minor child temporarily residing within a dwelling. It is the intention of this restriction to prohibit occupancy of a dwelling by more than three (3) unrelated persons or by more than four (4) persons all of whom are related. Nothing herein shall be applied or construed to permit discrimination under Federal or Florida Fair Housing Laws.

9.02. Nuisances. No noxious or offensive activity shall be carried upon or within any Lot or dwelling, nor shall anything be done or placed thereon which may be or becomes a nuisance or cause of unreasonable embarrassment, disturbance or annoyance to any other Owner or unreasonable interference with his or her enjoyment of his or her own Lot, dwelling or the Common Areas, or has the potential of having an adverse impact on the economic value of other properties.

9.03. Unlawful Use of Property. No unlawful, improper or immoral use shall be made of any property in the Subdivision.

9.04. Prohibition against Further Subdivision. The Lots shall not be further subdivided so as to create additional Lots, tracts or parcels.

9.05. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot or street at any time as a residence, either temporarily or permanently.

9.06. Signs. No sign, billboard or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any dwelling, fence or other improvement upon such Lot so as to be visible from public view or mounted on or in any vehicle or trailer parked or driven in the Subdivision or carried by any person or by any other means displayed within the Subdivision, except that an Owner may erect one (1) sign on his or her Lot which shall not exceed 24” x 18” in area, fastened only to a stake in the ground and extending not more than four (4) feet above the surface of the ground advertising the property for sale or for rent, and any Owner may display a sign of

reasonable size provided by a contractor for security services within ten feet (10') of any entrance to a dwelling.

9.07. Campers, Boats and Recreational Vehicles. No trailer, camper, motor home, boat, boat trailer, recreational vehicle (R.V.), non-passenger vans, motorbikes, motorcycles, scooters or any other type of non-passenger vehicles, equipment, implements or accessories may be kept or parked on any Lot, the streets or the Common Areas. It is the intent that the vehicles which may be kept or parked on a Lot are customary private passenger vehicles and passenger vans. Such vehicles shall be maintained in an operable condition and shall be properly licensed. The ARC as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle is operable or properly licensed. If not operable or properly licensed, the vehicle shall be removed and/or otherwise brought into compliance with this paragraph within ten (10) days of notice by the Association of the violation. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted on a Lot or the Common Areas. Parking vehicles on the lawns of Lots or other grassy areas in the Subdivision, including but not limited to the grassy shoulders of Westwind Lane, shall be prohibited. Overnight parking on the street shall be prohibited, except by guests. The Board shall adopt a definition of "guest."

9.08. Commercial Vehicles. No commercial trucks, commercial vans, mowers, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only.

9.09. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Subdivision, except that dogs, cats or other recognized household pets may be kept upon and within the Lots and dwellings of their Owners, provided that they are not kept, bred or maintained in numbers deemed unreasonable by the Board or for commercial purposes. Any more than two (2) total of such permitted pets on any one Lot shall be deemed to be unreasonable and in violation of this restriction unless prior written approval is obtained from the Board. All animals permitted pursuant to this Section shall be kept on a leash except when they are carried or within an enclosed area on a Lot. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance or noise may be required to be permanently removed within fourteen (14) days of receipt of written notice from the Board to the Owner or other person responsible for such pet and the Owner of the Lot on which such person resides, if such Owner is not also the person responsible for the pet. All pet owners shall be fully responsible for the actions of their pets and shall immediately and properly dispose of any excrement their pets leave on Lots, Common Areas, lawns, and streets.

9.10. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on a Lot, except in sanitary containers which shall be hidden from view at all times except at times of collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9.11. Lawn/Patio Furniture and Equipment. Patio furniture, grills, and other traditional lawn and patio equipment shall be hidden from view of the street when not in active use.

9.12. Pool. The Board may adopt reasonable rules regarding use of the pool and pool area.

9.13. Clotheslines. Clotheslines or the air drying of clothing or household goods shall be permitted upon Lots. However, the use of such clotheslines or the air drying of clothing or household goods shall not be visible from the street unless screened.

9.14. Commercial, Trade, Business or Non-residential Uses. Commercial, Trade, Business or other non-residential uses shall be prohibited within the Subdivision. Additionally, solicitation shall be prohibited in the Subdivision.

9.15. Fences, Walls, Building and Other Structures. No fence, wall, building or other structure shall be erected or maintained on any Lot unless first approved by the ARC in accordance with Article VIII of this Declaration.

9.16. Landscaping. Lawns shall be properly maintained at all times (not to exceed six inches [6"] in height) and free of any unsightly objects, weeds or dead areas.

9.17. Solar Energy Devices. An Owner may erect or maintain solar collector panels or other solar energy devices or equipment upon any Lot with the prior written consent of the ARC. However, the Owner is responsible for removing, at the Owner's expense, any such panels, devices, or equipment before the Association has any repairs or other work done on the roof in accordance with Articles VI and VII of this Declaration.

9.18. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors that are visible from the street.

9.19. Setback Lines. All buildings or other structures, permanent or temporary as may be permitted herein, must be constructed, placed and maintained in conformity with setback lines shown on the recorded Plat or imposed by the governmental authorities. Notwithstanding the foregoing, the ARC shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship. However, no such variances granted by the ARC shall affect the rights of the governmental authorities to enforce the setback requirements shown on the Plat.

9.20. Exterior Holiday Decorations. Lights or decorations may be erected on the exterior of a dwelling and on a Lot in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the dwelling or Lot which are part of the original construction or have been properly approved as permanent improvements by the ARC shall be removed within fifteen (15) days after the holiday has ended. Christmas decorations or lights may not be displayed

prior to November 15th of any year. For other holidays, decorations or lights may not be displayed more than two (2) weeks in advance of the holiday. The Association shall have the right, upon thirty (30) days prior written notice to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion or damages of any kind except intentional misdeeds and gross negligence.

9.21. Permanent Decorations. The number of decorative items, including but not limited to, plant pots, statues, and ornaments, on permanent display on any one Lot which are visible from the road shall not be more than five (5). No such displays shall exceed size limitations as may be established by the ARC.

9.22. Antennae. There shall not be permitted or maintained any type of radio or television antenna or tower or other antenna on any exterior portion of a dwelling or Lot.

Notwithstanding the foregoing, with notice to the ARC, as required by federal law the following types of antennas shall be permitted:

(a) Direct broadcast satellite dishes (DBS) that are one meter (39.37") or less in diameter;

(b) Antennas that are one meter (39.37") or less in diameter or diagonal measurement and are designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and

(c) Antennas designed to receive local television broadcast signals.

(d) In addition, these antennas may be mounted on "masts", but only to reach the height needed to receive or transmit an acceptable quality signal.

(e) To the extent that the following does not impossibly or substantially degrade reception or prevent reception of an acceptable quality signal or impose unreasonable expense or delay, all antennas installed must: be placed on the ground, or on a post no higher than five (5) feet; be located either on the side or in the back of the dwelling; be screened by a hedge or fence which is approved by the ARC; be compatible with the residential character and appearance of the subdivision; and be in compliance with such other written specifications that the ARC shall promulgate in writing from time to time.

9.23. Hurricane Shutters. Temporary hurricane or storm protection may be installed when the Subdivision is under a threat of an impending hurricane or tropical storm and must be removed not later than seven (7) days after passage of the threat. Permanently installed protection must be approved by the ARC prior to installation, be architecturally compatible with the house design and color and be as inconspicuous as possible. Any protection deployed longer than fourteen (14) days shall be deemed to be permanently installed.

9.24. Rules and Regulations. The Board may promulgate Rules in the furtherance of the implementation of any provision of this Declaration and to govern the use of the Common Areas and Lots consistent with the provisions of this Declaration. Any amendment to such Rules shall be distributed to the Owners as soon as administratively practical.

9.25. Lease of a Dwelling. In order to maintain a community of congenial residents and thus protect the value of the Lots and dwellings, the leasing of a Lot or dwelling by an Owner shall be subject to the following provisions:

(a) No Owner may rent or lease any portion or all of a dwelling for a term of less than three (3) months or more than once in any twelve (12) month period. The sublease of a dwelling is prohibited.

(b) No rental or lease application shall be approved which would result in more than twenty percent (20%) of the Lots or dwellings being rented at any one time.

(c) Owners renting or leasing their property are responsible for all damage caused by their tenants or lessees, including that to Common Areas. If the Association repairs such damage after the Owner refuses to or fails to do so satisfactorily within a reasonable time, after reasonable notice, and the Owner fails to reimburse the Association for the cost of repairing such damage within a reasonable time and after reasonable notice then the Association may collect that amount as a Special Assessment from that Owner.

(d) No Owner may lease a dwelling, Lot or any interest therein without prior approval of the Association. The Association may delegate its approval authority to a single Director, a committee or an agent.

(e) No Lot or dwelling acquired after the effective date of this amendment shall be leased for a period of twelve (12) months following the acquisition of the Lot or dwelling (as is established by the date of recordation of a deed or other instrument of conveyance) unless an already existing lease is in force at the time of transfer, in which case the lease will be honored until its expiration and the twelve (12) months will then begin tolling. Notwithstanding the foregoing, the following are not subject to the requirement of waiting twelve (12) months to lease: 1) A Lot or dwelling acquired by the Association by foreclosure of a lien for delinquent assessments or by a deed in lieu of such foreclosure; 2) A Lot or dwelling acquired through inheritance; and 3) A Lot or dwelling acquired by a trust of which the settlor is the immediate former Owner of the Lot or dwelling and is a natural person or persons.

(f) All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease. The Board shall adopt a uniform application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a

copy of the proposed lease. The Board may conduct a background check on all applicants and proposed tenants. Additionally, the Association may charge an application fee of one hundred dollars (\$100.00) or such other amount as determined by the Board which shall not exceed the maximum permitted by law. It shall be the Owner's obligation to furnish the lessee with a copy of the Governing Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Governing Documents. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within ten (10) days after receipt of the application for lease, on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within ten (10) days shall be deemed to constitute approval.

(g) If the Association disapproves a proposed lease or lease renewal, the Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable by the Association. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:

1. The persons seeking approval (which shall include all proposed occupants) has been convicted of a crime of murder, sexual battery, child molestation, rape or their equivalent under federal or state laws in the last fifteen (15) years.

2. The application for approval on its face, or the conduct of an applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents; by way of example, but not limitation, a tenant taking possession of premises prior to the approval of the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents.

3. A person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Subdivision as a tenant, Owner or occupant of a dwelling.

4. A person seeking approval has failed to provide the information, fees or appearance required to process the application in a timely manner.

9.26. New Owner Interview. Within fifteen (15) days of the sale or transfer of any Lot in the Subdivision, the new Owners shall schedule a new Owner interview with the Association for the purpose of reviewing the Governing Documents.

ARTICLE X. AMENDMENT

Amendments to this Declaration shall be proposed and adopted in the following manner:

10.01. Proposal. A proposal for any amendment to this Declaration may be made by the Board or upon the written request of not less than twenty-five percent (25%) of the voting interests of the Association. The text of the proposed amendment shall be included in or with the notice of the meeting of the Members at which the amendment is to be voted on.

10.02. Approval. This Declaration may be amended only by the affirmative written consent or vote of the Owners of not less than fifty-one percent (51%) of all the Lots covered hereby.

10.03. Limitation and Recording. No amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of Members, without approval in writing by all Members so affected. A copy of each amendment shall be recorded in the Public Records along with a Certificate of Amendment.

ARTICLE XI. ENFORCEMENT

11.01. Enforcement. This Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any Owner, their respective legal representatives, heirs, successors, and assigns. The Association shall have the power to enforce and require compliance of the provisions of this Declaration, the Articles, Bylaws and any Rules authorized hereby against Owners, their tenants and guests on behalf of the Association membership. Enforcement may be by proceedings for injunctive relief, declaratory relief and/or damages. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs. The Association may also charge a Lot for any reasonable attorneys' fees and costs incurred in obtaining compliance by the Owner or tenant thereof and that charge shall be payable and collectible in the same manner as an Assessment by the Association as provided in this Declaration. The failure to enforce any provision of this Declaration or Rules shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

11.02. Election of Remedies. All rights, remedies and privileges granted to the Association hereunder, by any other Governing Document or by law shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Association documents, or at law or in equity.

11.03. Fining. The Association may levy and impose fines as provided in Section 720.305 of the Florida Statutes and the Bylaws, both as amended from time to time.

ARTICLE XII. DUTIES AND POWERS OF ASSOCIATION

12.01. General Duties and Powers of the Association. In addition to the duties and powers enumerated herein and in the Articles and Bylaws, and without limiting the generality thereof, the Association shall:

(a) Have the authority to enforce the provisions of the Governing Documents by appropriate means and carry out the obligations of the Association hereunder.

(b) Maintain, regulate and otherwise manage all of the Common Areas.

(c) Maintain any real property located within the Subdivision upon which the Association has accepted an easement for said maintenance.

(d) Pay any real and personal property taxes and other charges assessed against the Common Areas unless same are separately assessed to the Owners.

(e) Obtain all required Utility Services and other services for the Common Areas, although the Association may terminate cable television service or replace the cable television provider upon the approval of a majority of the voting interests in the Association.

(f) Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members.

(g) Have the right of entry upon any Lot where necessary in connection with carrying out of Association responsibilities provided herein or by any rule or policy adopted by the Board.

(h) Have the power to acquire additional Common Areas by purchase or lease. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. Constructing improvements on the Common Areas and easements as may be required to provide the services as authorized in this Article.

(i) Insect, pest and aquatic control where necessary or desirable in the judgment of the Board to supplement the service provided by the State and local governments. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to provide such services.

(j) Establishing and operating the ARC in accordance with Article VIII of this Declaration.

(k) The Association shall not be obligated to provide any security measures to the Property nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(l) Have the power to borrow money and pledge assets of the Association as security therefore pursuant to this Declaration.

(m) Have the power to make and enforce reasonable rules governing the Common Areas and the use of Lots, which Rules shall be reasonable and consistent with this Declaration.

12.02. Implied Powers. The Association shall have all power and authority reasonably necessary for it to carry out each and every one of its obligations set forth in this Declaration, the Articles or Bylaws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

ARTICLE XIII. MEMBERSHIP

Membership in the Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles, or the Bylaws, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot.

ARTICLE XIV. MISCELLANEOUS

14.01. Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding.

14.02. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

14.03. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

14.04. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Subdivision property.

14.05. Independent Covenant. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions, shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

14.06. Headings. Titles and headings shall only be used for convenience purposes and not to determine the meanings of provisions.

14.07. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association may be assigned to any person, corporation or association which will assume the duties of the Association pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, he or she or it shall to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association. Further, the Association may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

14.08. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for any other reason, any remaining funds may be applied towards future Assessments on a pro-rata basis.

VILLA GARDENS

A REPLAT OF A PART OF THE EAST 1/2 OF LOT 9, BLOCK 4, OF SARASOTA-
VENICE COMPANY'S SUBDIVISION OF SECTION 9, TWP. 37-S, RGE. 18-E, RECORDED
IN P.B. A, PG. 68, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

SEC. 9, TWP. 37-S, RGE. 18-E

SARASOTA COUNTY, FLORIDA

DESCRIPTION

A PART OF THE EAST 1/2 OF LOT 9, BLOCK 4, OF SARASOTA-VENICE COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 37 SOUTH, RANGE 18 EAST, RECORDED IN PLAT BOOK A, PAGE 68, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; FURTHER DESCRIBED AS FOLLOWS:
CONVEYANCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SEC. 9-27-18, THENCE EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SEC. 9-27-18, ALSO THE CENTERLINE OF CLARK ROAD (S.E. 71) 1006.47' ALONG SAID WEST LINE, 1228.86' TO A POINT ON THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 9, AND ITS SOUTHERLY EXTENSION, 30.00' TO A POINT ON THE NORTHERLY R/W LINE OF SAID CLARK ROAD (S.E. 71) FOR A R.O.B.; THENCE CONTINUE N 0° 04' 04" E, ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 9, AND ITS SOUTHERLY EXTENSION, 30.00' TO A POINT ON THE NORTHERLY R/W LINE OF SAID CLARK ROAD (S.E. 71) FOR A R.O.B.; THENCE CONTINUE N 0° 04' 04" E, ALONG SAID WEST LINE, 1228.86' TO A POINT ON THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 9; THENCE S 89° 30' 12" E, ALONG THE NORTH LINE OF SAID LOT 9, AND THE SOUTH LINE OF WEST LATE ESTATE SUBDIVISION, AS RECORDED IN PLAT BOOKS, PAGES 7 & 8, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, 333.91' THENCE S 0° 04' 04" E, ALONG THE EAST LINE OF SAID LOT 9, 1058.80' THENCE WEST, AND PARALLEL WITH THE NORTHERLY R/W OF CLARK RD., 270.63' THENCE S 0° 04' 04" E, 30.00' TO THE NORTHERLY R/W OF CLARK RD. (100' R/W); THENCE WEST, ALONG SAID NORTHERLY R/W OF CLARK RD., 50.00' TO THE R.O.B.; 32.00' AND LYING IN SEC. 9-27-18, SARASOTA COUNTY, FLORIDA, CONTAINING 9.629 ACRES, MORE OR LESS.
SUBJECT TO A PRIVATE DRAINAGE EASEMENT AS RECORDED IN O.R. BOOK 1030, P. 28, 1948-1949, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 27th DAY OF JULY, 1979.

APPROVED:
[Signature]
PLANNING DIRECTOR
[Signature]
COUNTY ENGINEER

[Signature]
CHIEF CLERK OF COUNTY COMMISSIONERS
COUNTY ENGINEER

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

I, R. H. HACKETT JR., CLERK OF THE CIRCUIT COURT, SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK A, PAGE 26, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 27th DAY OF JULY, 1979.

[Signature]
R. H. HACKETT JR., CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

EASEMENT NOTE

LOT LINE EASEMENTS: EASEMENTS OF 4' IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND 5' IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE EXCEPT THAT THE REAR LOT LINE EASEMENT ON LOT 9 THIS IS SHALL BE LOCATED WESTERLY OF AND ADJACENT TO THE EXISTING PRIVATE EASEMENT RECORDED IN O.R. BOOK 1030, P. 28, 1948-1949. THE SIDE LOT LINE EASEMENTS SHALL TERMINATE AT THE INTERSECTION WITH ANY BUILDING FOUNDATIONS CONSTRUCTED.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY THE SARASOTA COUNTY SUBDIVISION REGULATIONS AND THE STATUTES OF THE STATE OF FLORIDA THEREUNTO PERTAINING.

6-26-79
DATE OF SURVEY

[Signature]
J. H. HACKETT JR., LAND SURVEYOR
FLORIDA CERT. NO. 338

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

NATIONAL LAKES DEVELOPMENT, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, HARRY MACKSEY AND BY ITS DULY ELECTED SECRETARY, TIMOTHY R. MACKSEY, ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIED OWNERSHIP BY SAID CORPORATION OF VILLA GARDENS, DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, WALKS, REAR, FRONT AND SIDE LOT LINE UTILITIES AND DRAINAGE EASEMENTS IN THE NEIGHBORING EASEMENTS SHOWN ON THIS PLAT. FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FURTHER THE SAID PRIVATE ACCESS EASEMENTS, AS SHOWN ON DESCRIBED HEREON, ARE HEREBY DEDICATED AND SET APART FOR THE USE OF THE PROPERTY OWNERS OF VILLA GARDENS, THEIR SUCCESSORS, ASSIGNS, GUESTS, LICENSEES AND INVITEES, FOR SAID USES ON PURPOSES FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 27th DAY OF JULY, A.D. 1979.

ATTEST: *[Signature]* SECRETARY
TIMOTHY R. MACKSEY
BY *[Signature]* PRESIDENT
HARRY MACKSEY

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED HARRY MACKSEY, PRESIDENT, AND TIMOTHY R. MACKSEY, SECRETARY, OF NATIONAL LAKES DEVELOPMENT, INC., A FLORIDA CORPORATION, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND THEY EACH ALIY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 27th DAY OF JULY, A.D. 1979.

MY COMMISSION EXPIRES: Aug. 4, 1981

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

CONSENT TO DEDICATION

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

BULK COAST NATIONAL BANK, A FEDERAL BANKING CORPORATION, HOLDER OF MORTGAGE DATED MAY 17, 1977 AND RECORDED IN OFFICIAL RECORD BOOK 1177, AT PAGES 2132-26, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DOES HEREBY CONSENT TO, RATIFY, APPROVE AND CONFIRM THIS PLAT AND THE DEDICATION CERTIFICATE HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS SENIOR VICE-PRESIDENT AND ATTESTED BY ITS CASHIER AND VICE-PRESIDENT, THIS 27th DAY OF JULY, A.D. 1979.

BULK COAST NATIONAL BANK

ATTEST: *[Signature]* CASHIER AND VICE-PRESIDENT
BARRY L. SCOTT
STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

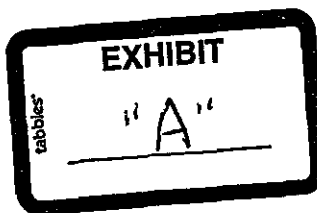
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED J. H. MILLER JR., SENIOR VICE-PRESIDENT AND BARRY L. SCOTT, CASHIER AND VICE-PRESIDENT OF BULK COAST NATIONAL BANK, A FEDERAL BANKING CORPORATION, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN A MORTGAGE DEDICATED TO DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 27th DAY OF JULY, A.D. 1979.

July 27, 1979

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MOSEY ENGINEERING ASSOCIATES INC.
6501 SUPERIOR AVE., SARASOTA, FLORIDA



VILLA GARDENS

A REPLAT OF A PART OF THE EAST 1/2 OF LOT 9, BLOCK 4, OF SARASOTA-
VENICE COMPANY'S SUBDIVISION OF SECTION 9, TWP. 37-S, RGE. 18-E, RECORDED
IN P.B. A, PG. 68, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

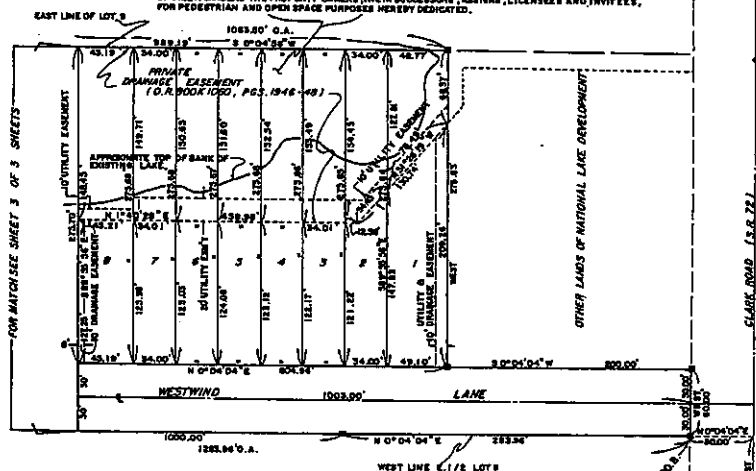
SEC. 9, TWP. 37-S, RGE. 18-E

SARASOTA COUNTY, FLORIDA



LOT 10, BLK. 4
SARASOTA-VENICE COMPANY SUBDIVISION
SEC. 9-37-18 RE. A, PG. 68

THOSE PORTIONS OF LOTS 1-5 LIES WITHIN THE PRIVATE DRAINAGE EASEMENT AS
SHOWN HEREON ARE FURTHER SUBJECT TO A HORIZONTAL EASEMENT FOR THE BENEFIT OF ALL LOTS
OF VILLA GARDENS THE PROPERTY OWNERS, THEIR SUCCESSORS, ASSIGNS, LICENSEES AND INVITEES,
FOR PEDESTRIAN AND OTHER SPACE PURPOSES HEREBY DEDICATED.



WEST 1/2 LOT 9, BLK. 4
SARASOTA-VENICE COMPANY SUBDIVISION
SEC. 9-37-18 RE. A, PG. 68

- NOTES**
1. BLOCK CORNER RACI AT INTERSECTIONS ARE 100' AND CORNER
LOT SIX ENDS ARE TO THE INTERSECTION OF BLOCK LINES EXTENDED
UNLESS OTHERWISE SHOWN.
 2. BEARINGS ARE BASED ON WESTLAKE ESTATES SUBDIVISION (RE. 23, PG. 7)

- LEGEND**
- PERMANENT REFERENCE MONUMENTS
 - PERMANENT CONTROL POINT (S.W. COR. PT. 1)
 - PERMANENT CONTROL POINT (BLOCK LINES)
 - (S) PARTIAL CURVE DATA
 - Ⓢ OVERALL CURVE DATA

S.W. CORNER OF S.E. 1/4
REC. 9-37-18

MOSSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

VILLA GARDENS

A REPLAT OF A PART OF THE EAST 1/2 OF LOT 9, BLOCK 4, OF SARASOTA-
VENICE COMPANY'S SUBDIVISION OF SECTION 9, TWP. 37-S, RGE. 18-E, RECORDED
IN P.B. A, PG. 68, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

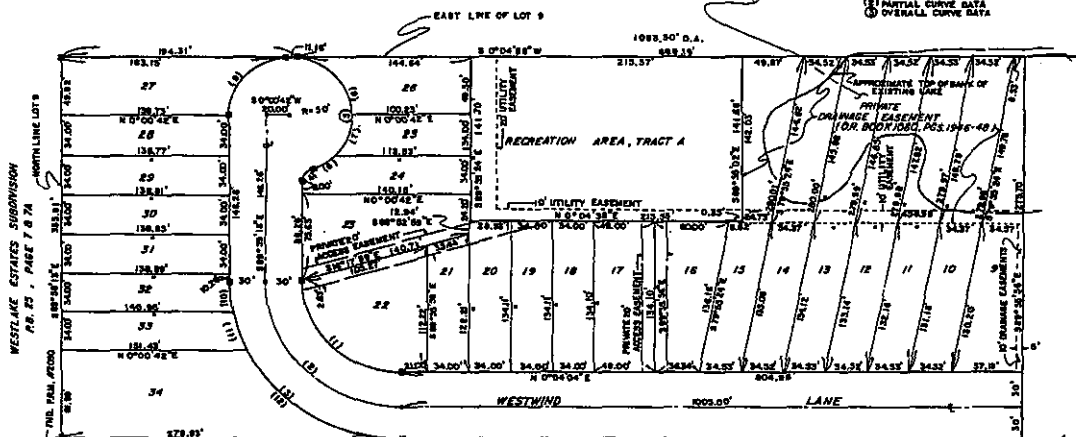
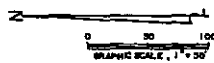
SEC. 9, TWP. 37-S, RGE. 18-E

SARASOTA COUNTY, FLORIDA

LOT 10, BLK. 4
SARASOTA-VENICE COMPANY SUBDIVISION
SEC. 9-S, PG. 68

THOSE PORTIONS OF LOTS 1-13 WITHIN THE PRIVATE DRAINAGE EASEMENT AS
SHOWN HEREON ARE FURTHER SUBJECT TO A NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF ALL LOTS
OF VILLA GARDENS THE PROPERTY OWNERS, THEIR SUCCESSORS, AGENTS, LICENSEES AND INVITEES,
FOR PEDESTRIAN AND OPEN SPACE PURPOSES HEREBY DEDICATED.

- NOTES
1. BLOCK CORNER RADI AT INTERSECTING STREETS ARE 100.00' AND CORNER
LOT DIMENSIONS ARE TO THE INTERSECTION OF BLOCK LINES EXTENDED
UNLESS OTHERWISE SHOWN.
 2. BEARINGS ARE BASED ON WESTLACE ESTATES SUBDIVISION (P.B. 25, PG. 7)
- LEGEND
- PERMANENT REFERENCE MONUMENTS
 - PERMANENT CONTROL POINT (E, W, N, S, P, T, E.)
 - PERMANENT CONTROL POINT (BLOCK LINE)
 - INITIAL CURVE DATA
 - OVERALL CURVE DATA



WEST 1/2 LOT 9, BLK. 4
SARASOTA-VENICE COMPANY SUBDIVISION
P.B. A, PG. 68

NO.	RADIUS	ARC	CHORD	CH. BEARING	TANGENT
1	95.00'	89°04'26"	113.08'	143°00'00"	79.82'
2	110.00'	-	172.88'	155.49'	106.88'
3	140.00'	-	216.77'	167.88'	136.88'
4	15.00'	87°18'54"	17.04'	16.04'	10.00'
5	30.00'	150°34'31"	131.63'	15.79'	101°20'33"
6	30.00'	34°03'11"	21.41'	21.25'	10.87'

WEST LINE E. 1/2 LOTS

NO.	RADIUS	ARC	CHORD	CH. BEARING	TANGENT
7	30.00'	42°30'37"	27.39'	35.24'	19.82'
8	-	23°31'00"	72.87'	66.01'	44.82'
9	-	07°03'00"	73.07'	66.01'	44.82'
10	140.00'	87°18'54"	216.77'	167.88'	136.88'
11	-	14°32'41"	35.88'	35.87'	17.43'
12	-	69°38'09"	140.25'	131.45'	80.20'

MOSEY ENGINEERING ASSOCIATES, INC.
8601 SUPERIOR AVE., SARASOTA, FLORIDA

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

SECOND AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF VILLA GARDENS OWNERS ASSOCIATION, INC.

These are the Articles of Incorporation of VILLA GARDENS OWNERS ASSOCIATION, INC., a not-for-profit corporation under Chapter 617 of the Florida Statutes.

ARTICLE I. NAME

The name of this corporation shall be Villa Gardens Owners Association, Inc. (herein "the Association").

ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and place of business of the Association is 1990 Main Street, Suite 750, Sarasota, Florida 34236. The mailing address of the Association is 1990 Main Street, Suite 750, Sarasota, Florida 34236. The Association Board of Directors (herein "the Board") may change the location of the principal office and mailing address of the Association from time to time.

ARTICLE III. DURATION

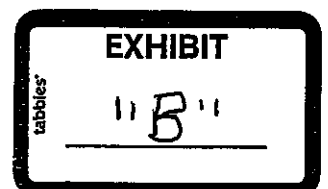
The period of duration of the Association is perpetual.

ARTICLE IV. DEFINITIONS

All capitalized terms used in these Articles of Incorporation which are not defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions, and Restrictions for Villa Gardens recorded in the Public Records of Sarasota County, Florida, as such Declaration may be amended from time to time (herein "the Declaration").

ARTICLE V. PURPOSE

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. By way of explanation and not limitation, the purposes for which the Association is organized are:



(a) To be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Declaration, these Articles and the Bylaws of the Association, and any Rules and Regulations (herein "the Governing Documents") as provided by law; and

(b) To provide an entity for the furtherance of the interests of the Owners of the Declaration for Villa Gardens (herein "the Subdivision") recorded in the Official Records of Sarasota County, Florida; and

(c) To provide for the ownership, operation, maintenance and preservation of the Common Area, Common Maintenance Areas, and for the maintenance and improvement of any easements granted to the Association within the lands identified as Villa Gardens (the "Association Properties") pursuant to that certain Declaration and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles; and

(d) To provide for a CATV (cable television) distribution system or for bulk cable contracts for the Lots or for other bulk communications services, if so determined by the Board; and

(e) To provide for the outside building painting in accordance with a painting schedule established by the Board. It is the intent that the Association shall not be responsible for outside building painting other than in accordance with the established painting schedule.

(f) To provide for termite protection and treatment, if so determined by the Board or if required by law.

(g) To provide for architectural and occupancy control within the Subdivision; and

(h) To promote the health, safety and welfare of its Members and the residents within the Association Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

ARTICLE VI. POWERS

The powers of the Association shall include and be governed by the following provisions:

6.01. GENERAL POWERS. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by the Declaration or Bylaws of the Association, may be exercised by the Board:

(a) All of the powers conferred upon not-for-profit corporations by common law and Florida Statutes in effect from time to time; and

(b) All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws and the Declaration including, without limitation, the following:

(i) The power to fix, levy and collect adequate Assessments against Lots, as provided in and subject to the Declaration.

(ii) The power to expend monies assessed and collected for the purpose of paying the expenses of the Association, including without limitation costs and expenses of maintenance and operation of the Common Areas.

(iii) The power to manage, control, operate, maintain, repair and improve the Common Areas.

(iv) The power to purchase supplies and materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Common Areas.

(v) The power to insure and keep insured the Common Areas and Association Property.

(vi) The power to employ the personnel required for the operation and management of the Association and the Common Areas.

(vii) The power to pay utility bills for utilities serving the Common Areas.

(viii) The power to pay all taxes, licenses, assessments or other governmental assessments which are liens against the Common Areas or Association Property.

(ix) The power to establish and maintain a reserve account for capital improvements, repairs, replacements or for deferred maintenance.

(x) Subject to applicable laws, ordinances and governmental regulations the power to control and regulate the use of the Common Areas.

(xi) The power to dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication or transfer shall only be effective upon the affirmative assent of two-thirds (2/3) of all the Members of the Association, agreeing to such dedication, sale or transfer.

(xii) The power to Participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the affirmative assent of two-thirds (2/3) of all the Members of the Association.

(xiii) The power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(xiv) The power to make reasonable Rules and Regulations and to amend the same from time to time.

(xv) The power to enforce by any legal means the provisions of these Articles, the Bylaws, the Declaration and the Rules and Regulations promulgated by the Association from time to time.

(xvi) The power to borrow money, and with the affirmative vote of two-thirds (2/3) of all the Members of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the Bylaws.

(xvii) The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Areas of Common Property or the operation of the Association. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee. The power to delegate to the management agent all of the powers and duties of the Association except those matters which must be specifically approved by Members or the Board, as provided by the Declaration, these Articles, the Bylaws or applicable law.

(xviii) The power to appoint committees as the Board may deem appropriate.

(xvix) The power to collect delinquent assessments and fines by suit or otherwise, to abate nuisances and to fine, suspend use or voting rights, enjoin or seek damages from owners for violation of the provisions of the Declaration, these Articles, the Bylaws or the rules and regulations.

(xx) Subject to the terms of the Declaration, the power to bring suit and to litigate on behalf of the Association.

(xxi) The power to provide any and all supplemental municipal services as may be necessary or proper.

(xxii) The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

6.02. LIMITATIONS AND RESTRICTIONS. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article VI.

ARTICLE VII. MEMBERSHIP AND VOTING RIGHTS

7.01. GENERAL. The Association shall be a membership corporation without certificates or shares of stock. The record title owner ("Owner") of each Lot within the lands subjected to the Declaration ("Lot") shall be a Member of the Association and shall be entitled to vote as provided in the Declaration and the Bylaws. The rights and obligations of a Member may not be assigned or delegated except as provided in the Declaration, these Articles, or the Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot. Change of an Owner's membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Sarasota County, Florida, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall terminate.

7.02. LIMITATION ON TRANSFER OF SHARES OF ASSETS. A Member cannot assign, hypothecate or transfer in any manner his or her share in the funds and assets of the Association, except as an appurtenance to the Member's Lot.

7.03. VOTING. Subject to the restrictions and limitations hereinafter set forth, all Members shall be entitled to one (1) vote for each Lot that they own. When one or more persons holds such interest or interests in any Lot, all such persons shall be Members, but only one vote may be cast for the Lot in the manner provided in the Association's Bylaws. Except where otherwise required under the provisions of the Governing Documents, or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

ARTICLE VIII. BOARD OF DIRECTORS

The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors (herein "the Board") as provided in the Bylaws. The method of election and removal of Directors, filling of vacancies, and the term of office of Directors shall be as set forth in the Bylaws.

ARTICLE IX. LIABILITY OF DIRECTORS

To the fullest extent that Chapter 617 and Chapter 720 Florida Statutes, or other applicable law, exists on the date hereof or as they may hereafter be amended, permits the limitation or elimination of the liability of Directors or officers, no Director or officer of the Association shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a Director or officer. No amendment to or repeal of

this Article shall apply to or have any effect on the liability or alleged liability of any Director or officer of the Association for or with respect to any acts or omissions of such Director or officer occurring prior to such amendment or repeal.

ARTICLE X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association indemnifies any Director or officer made a party to or threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings:

(a) Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and 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 proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then only to the extent that, the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. 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, 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 his or her conduct was unlawful.

(b) Approval. Any indemnification under paragraph (a) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth in paragraph (a) above. Such determination shall be made (i) by majority vote of the Members of the Board who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the voting interests of the membership of the Association.

(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 as authorized by the Board in any specific case upon receipt of a written

agreement by or on behalf of the affected Director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

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

(e) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, including, without limitation, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her 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.

ARTICLE XI. REGISTERED AGENT

The street address of the registered office of this corporation is 1990 Main Street, Suite 750, Sarasota, Florida 34236 and the name of the registered agent of this corporation at that address is Community Association Management by Stacia. The Board may change the Association's registered office and registered agent from time to time as permitted by law.

ARTICLE XII. BYLAWS

The Association Bylaws may be amended in the manner provided by the Bylaws.

ARTICLE XIII. AMENDMENTS

These Articles may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the Notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting an amendment may be proposed by either the Board or by a majority of the Members petitioning for a Membership meeting. Upon any amendment or amendments to these Articles being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in his or her absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt by him or her of the proposed amendment or amendments. Except as elsewhere provided, an amendment must be approved:

(i) By at least a majority of the entire membership of the Association who are present, in person or by proxy, at a meeting for that purpose; or

(ii) By the written consent of at least a majority of the entire membership.

(c) Limitation and Recording. As elsewhere provided, however, no amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of Members without approval in writing by all Members so affected. No amendment shall be made that is in conflict with the Declaration. Amendments to these Articles shall become effective upon recordation unless a later effective date is specified therein.

ARTICLE XIV. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because the Director or officer's votes are counted for such purpose. Directors and officers shall disclose all actual or potential conflicts of interest to the Board prior to any such discussion or vote. If a conflict is timely and fully disclosed, no Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board at which a contract or transaction with an interested Director is to be considered.

ARTICLE XV. DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of Members who are Owners of not less than two-thirds (2/3) of the Lots. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be disposed of or transferred to another association or appropriate public agency having similar purposes.

Prepared by and return to:
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**SECOND AMENDED AND RESTATED BYLAWS
OF
VILLA GARDENS OWNERS ASSOCIATION, INC.**

ARTICLE I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.01. Name. These are the Amended and Restated Bylaws of VILLA GARDENS OWNERS ASSOCIATION, INC. (herein "the Association"), a Corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were initially filed in the office of the Secretary of the State of Florida on August 30, 1979. The Association has been organized for the purposes of administering the Declaration of Restrictions, Covenants and Conditions for Villa Gardens in Sarasota County, Florida (herein "the Subdivision").

1.02. Principal Office. The Association's principal office shall be 1990 Main Street, Suite 750, Sarasota, Florida 34236, or at such other place as may be established by resolution of the Board of Directors of the Association (herein "the Board") from time to time.

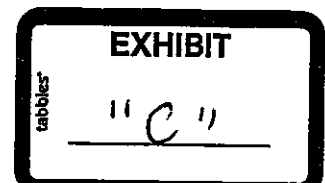
1.03. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions, and Restrictions for Villa Gardens, as it may be amended from time to time (herein "the Declaration"), unless the context indicates otherwise.

ARTICLE II. MEMBERSHIP

2.01. Membership. Any person or entity that holds title in fee simple to a Lot in the Subdivision shall by virtue of such ownership, automatically be a Member of the Association.

2.02. Change of Membership. Change of membership in the Association shall be established by recording a deed (or other instrument establishing a fee interest in any Lot in the Subdivision) in the Public Records at which time the membership of the prior Owner is terminated. The prior Owner shall notify the Association of the proposed transfer of ownership. The new Owner shall furnish the Association with a certified copy of the deed (or other instrument) within thirty (30) days after transfer of ownership.

2.03. Restraint upon Assignment of Membership, Shares and Assets. The membership of an Owner, and the share of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Lot.



2.04. Evidence of Membership. There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership as herein provided.

ARTICLE III. VOTING

3.01. Voting Rights. The Member or Members who are the record Owners of each Lot in the Subdivision shall be collectively entitled to one (1) vote for each such Lot. If Members own more than one Lot, they shall be entitled to one vote for each Lot owned. A Lot vote may not be divided.

3.02. Voting Procedure. All determination of requisite majorities and quorums for all purposes under the Declaration, the Articles and these Bylaws shall be made by reference to the number of Lots owned by Members entitled to vote. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles, or these Bylaws.

3.03. Designation of Voting Representative. The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this Section and Section 3.04.

(a) Single Owner. If the Lot is owned by one natural person, that person shall be entitled to cast the vote for his Lot.

(b) Multiple Owners. If a Lot is owned by more than one person, either as co-tenants or joint tenants, a designated voting Member may be designated by a certificate signed by all of the record Owners and filed with the Secretary of the Association. If no certificate designating a voting Member is on file with the Association, and only one of the Owners is present at a meeting, that Owner may cast the vote for their Lot without the concurrence of the other Owners. If more than one Owner is present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

(c) Life Estate with Remainder Interest. If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee simple in the same manner as the life tenants own the life estate.

(d) Corporation. If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the secretary or an assistant secretary of the corporation, and filed with the Secretary of the Association.

(e) Partnership. If a Lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the Lot shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.

(f) Trustee. If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) Estate and Guardianship. If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(h) Tenants by the Entirety. If a Lot is owned by a husband and wife as tenants by the entirety, they may designate a voting Member in the same manner as other multiple Owners. If no certificate designating a voting Member is on file with the Association, and only one of the husband and wife is present at a meeting, he or she may cast the vote for their Lot without the concurrence of the other Owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

3.04. Voting Certificate. Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked.

3.05. Approval or Disapproval of Matters. Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration or these Bylaws.

3.06. Proxies. Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the Owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary, prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.07. Method of Voting. Subject to the provisions of the Declaration, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Declaration, or whenever any amendment to the Declaration is proposed, or

when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays;" provided, that any five (5) voting Members, or the chairperson, may require a roll call vote or vote by written ballot.

ARTICLE IV. MEMBERS' MEETINGS

4.01. Place. Meetings of the Association Members shall be held at such place in Sarasota County, Florida, as the Board may designate in the Notice of Meeting.

4.02. Annual Meeting. The annual meeting of the Members shall be held in November of each year at a date and time determined by the Board. The annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

4.03. Special Meetings. Special meetings of the Members shall be held whenever called by the President or Vice President or by a majority of the Board, and must be called by such officers upon receipt of a written request from voting Members entitled to cast not fewer than fifteen percent (15%) of the total number of votes.

4.04. Notice of Meetings. Notice of all meetings of the Members, stating the time, place and purpose(s) for which the meeting is called, shall be given by the President or Vice President or Secretary or by such other officer of the Association as may be designated by the Board. All such notices shall be given in writing to each Member at his or her address, as it appears on the books of the Association, or as the Member may have otherwise directed in writing, and shall be mailed or delivered not fewer than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The notice for any meeting at which Assessments against Lot Owners are to be considered shall contain a statement of the nature of such Assessments and that such Assessments will be considered. Proof of such mailing or delivery shall be given by affidavit of the person giving the notice. Notice may be given by electronic transmission with proof of transmission by affidavit by the Association Secretary to those Owners who previously consented to receive notice electronically.

4.05. Waiver of Notice. Waiver of notice of an Association meeting shall be the equivalent of proper notice. Any Member may waive, in writing, notice of any Association meeting, either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

4.06. Quorum. A quorum shall exist when Members entitled to cast not fewer than thirty percent (30%) of all votes are present, either in person, by designated voting representative or by proxy. If no quorum is present at such a meeting, the meeting may be adjourned and reconvened on a later date.

4.07. Adjournment of Meetings. If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the date called for the original meeting. At the reconvened meeting, if the number required for a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the date, time and place for reconvening the meeting, as provided in the manner prescribed in these Bylaws for notice of meetings.

4.08. Order of Business. The order of business at annual meetings of the Members, and as far as practical at other meetings of the Members, shall be:

- (a) Calling of the roll and certifying of the proxies.
- (b) Proof of notice of the meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New business.
- (i) Announcements.
- (j) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson of the meeting.

4.09. Online Voting. The Association may conduct elections and other Owner votes through an Internet-based online voting system if an Owner consents, in writing, to online voting and if the requirements specified in the Homeowners' Association Act regarding online voting are met.

ARTICLE V. ELECTION OF DIRECTORS

5.01. Number. The affairs of the Association shall be managed by the Board consisting of five (5) Directors. Directors elected shall serve a one (1) year term. Each Director shall hold office for the term to which he or she is elected or appointed and until his or her successor has been elected or appointed and qualified or until his or her earlier resignation, removal from office, or death.

5.02. Director Qualifications. Every Director shall be at least eighteen (18) years of age, a Member or the designated voting representative of a Member which is a corporation, trust or partnership and must fulfill all other requirements of eligibility provided in the Declaration and Bylaws. A grantor of a trust described in Section 733.707(3), Florida Statutes, or a beneficiary (as defined in Section 736.0103, Florida Statutes) of a trust which holds title to a Lot shall be

eligible to serve as a Director of the Association, provided that said trustee or beneficiary occupies the Lot.

5.03. Election of Directors. The election of Directors shall be held at the Annual Members Meeting, in the manner provided by law and as follows:

(a) Nomination Committee. Nominations for election to the Board may be made by a Nominating Committee created by the Board for the purpose of locating Director candidates. If a Nominating Committee is created, it shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. Director candidates known to the Nominating Committee prior to the date of mailing of notice shall be named on a limited proxy included in the notice documents. Such nominations shall be made from among Members.

(b) Nominations from the Floor. Nominations shall also be allowed from the floor at the annual membership meeting. The limited proxy and ballot prepared for the election shall include as many blank lines for write-in Directors as there are Directors to be elected, for any write-in candidate who may be nominated from the floor at the meeting. All Members whose names appear on the ballot or limited proxy shall be deemed to be automatically nominated at the Annual Meeting.

(c) Election. Election to the Board shall be by written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5.04. Removal of Directors and Vacancies. Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership by written agreement or at a special meeting of the Members called for that purpose, in accordance with Section 720.303(10) of the Florida Statutes, as amended from time to time. The vacancy in the Board so created shall be filled in accordance with state law.

Except as to vacancies provided by removal of Directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining Directors.

ARTICLE VI. BOARD OF DIRECTORS

6.01. Authority. The Association shall be managed and governed by the Board of five (5) Directors in accordance with the Articles of the Association. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board shall have the power:

(a) To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

(b) To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles and Bylaws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board.

(c) To adopt budgets and make Assessments, and to use and expend Assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Covenants and these Bylaws.

(d) To grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Association.

(e) To conduct, manage and control the affairs and business of the Association, and to adopt, amend and rescind reasonable Rules and Regulations relating to the administration of the Association, the operation and use of the Common Area and any Easements and the use of Lots or any improvements located thereon subject to the Declaration and Bylaws. Such Rules and Regulations shall become effective and binding after they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of Directors attached to a copy of the Rules and Regulations of the Association, and they are posted in a conspicuous place in or near the Common Areas. Such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Amended and Restated Articles and these Bylaws.

(f) To adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment may deem best, provided that such seal shall at all times comply with the provisions of law.

(g) To borrow money and to incur indebtedness for the purposes set forth in the Declaration subject to any limitations contained in the Articles, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(h) To fix and levy from time to time, Assessments upon the Owners, as provided in the Declaration.

(i) To contract for and pay fire, casualty, errors and omissions, and blanket liability insurance, on behalf of the Owners, the Association, the Board and other interested parties, in accordance with the provisions of the Declaration covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Common Areas and any Easement Areas, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(j) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Association shall be distributed upon liquidation or dissolution, according to the Amended and Restated Articles of the Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

(k) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas, any Easement Areas and to employ personnel necessary for the operation of the Common Areas and Easement Areas, including legal and accounting services, and to contract for and pay for improvements to the Common Areas and any Easement Areas.

(l) To employ a professional managing agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize and are otherwise within the scope of the Board's authority. The Board may delegate such powers as are necessary to perform the manager's duties, but shall not delegate policy-making authority or the obligation to adopt a budget. The Board may delegate to one or more of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

(m) To exercise all powers, duties, and authority of the Association, including those provided by Chapters 617 and 720, Florida Statutes, the Declaration, the Articles and these Bylaws, except those expressly requiring a vote of the Members.

(n) To suspend the voting rights and right to use the Common Areas as permitted by law.

6.02. Compensation. The Association shall not compensate a Director or officer for acting as such. The Association may reimburse any Director for expenses incurred on the Association's behalf if approved by a majority of the other Directors. In addition, nothing herein shall prohibit the Association from compensating a Director or officer for services or supplies he or she furnishes to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, as long as the same is not prohibited by law. The foregoing also applies to any entity with which a Director is affiliated.

6.03. Directors Meetings. Meetings of the Board shall be open to all Members and shall be held in accordance with the following provisions:

(a) Organizational Meeting. The organizational meeting of a newly-elected Board shall be held immediately after the close of the Annual Meeting. The outgoing President shall preside at the organizational meeting until a successor is elected.

(b) Regular Meeting. Regular meetings of the Board shall be held not less frequently than annually and at such a time and place as shall be determined by the President or a majority of the members of the Board.

(c) Special Meeting. Special meetings of the Board may be called by the President (or, if he/she is absent or refused to act, by the Vice President) and shall be called by the Secretary at the written request by at least two (2) of the Directors.

(d) Notice of Board Meetings. Notice of all meetings of the Board shall be given to each Director, personally or by mail, telephone, fax or email, at least forty-eight (48) hours prior to the day and time named for such meeting, which notice shall state the date, time and place of the meeting. As to special Board meetings, the purpose of the meeting shall be included with the notice to Directors. A Director may waive notice of a meeting before or after a meeting. Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours in advance of the meeting. In lieu of notice of each regular Board meeting, the Board may post or publish a schedule of upcoming Board meetings. Notice of any meeting at which Assessments are to be established shall state that fact and the nature of the Assessment.

(e) Special Notice of Certain Board Meetings. A nonemergency Special Assessment may not be levied at a Board meeting nor may any rule regarding the use of Lots in the Subdivision be adopted, amended, or revoked unless a written notice of the Board meeting is provided to all Members at least fourteen (14) days before the meeting, which notice includes a statement that a Special Assessment will be considered at the meeting and the nature of the Special Assessment or that a rule regarding Lot use will be considered at the meeting and the nature of that action.

(f) Quorum of Board. At all Board meetings, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless these Bylaws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of Directors, if at least a majority of the required quorum for that meeting approves any action taken.

(g) Telephonic Participation. Members of the Board or any committee designated by the Board may participate in a Board or committee meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other at the same time. Participation in this manner shall constitute presence at the meeting for all purposes. Participants attending by electronic means may vote by electronic transmission.

(h) Adjourned Meetings. If the Board cannot hold a meeting because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(i) Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence or incapacity of the President, the Vice President shall exercise and perform the duties of the President. In the absence of both the President and Vice President, the Directors present shall designate one of their number to preside.

(j) Vote. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election and removal of officers.

(k) Comments. Comments from the floor by Members who are not Directors may be invited and permitted by the President whenever the President deems it appropriate or by vote of the Board; either with respect to the subject matter being discussed or on other issues, and shall also be allowed when required by law. The President (or other officer conducting the meeting) may limit the amount of time any such individual may speak.

(l) Meetings Open. Meetings of the Board shall be open to all Members. Notwithstanding the foregoing, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors.

(m) Minutes. Minutes of all meetings of the Members of the Association and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

(n) Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this Section only after an open meeting, for the purposes herein provided.

6.04. Delegation to Management. The Board may employ a professional managing agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize and as are otherwise within the scope of the Board's authority. The Board may delegate such powers as are necessary to perform the manager's duties, but shall not delegate policy-making authority or the obligation to adopt a budget.

ARTICLE VII. OFFICERS

7.01. Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Each executive officer of the Association shall be a Director of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Any officer may be peremptorily removed by vote of the Directors at any meeting.

7.02. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board at which he or she is present. He or she shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including but not limited to the power to appoint committees as the President may deem appropriate to assist in the conduct of the affairs of the Association.

7.03. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or refuses or is unable to act. If the President shall be removed or resign, die, become legally incompetent or be unable permanently to perform his or her duties as President, the Vice President shall succeed to the Presidency and a Vice President shall be elected by the Board. In addition, the Vice President shall generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Board.

7.04. Secretary. The Secretary shall keep (or cause to be kept) the minutes of all meetings of the Directors and the Members and shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the governing documents. In addition, the Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent. The Secretary may delegate duties to an Association manager, if authorized by the Board.

7.05. Treasurer. The Treasurer shall be responsible for all property of the Association, including funds, securities, and evidence of indebtedness; shall ensure that the financial books of the Association are kept in accordance with good accounting practices; shall ensure that all financial records are kept in compliance with Florida Statutes; and shall perform all other duties incident to the office of Treasurer. The Treasurer may delegate duties to an Association manager, if authorized by the Board.

7.06. Signing Authority. Only the President, or in the event the President is unable to act, the Vice President of the Association are authorized to sign documents and contracts on behalf of the Association except to the extent that the Board has authorized a manager or other agent to sign such documents or contracts. Notwithstanding the foregoing, in the case of checks for normal operating expenses, the Board may authorize the Association manager or accountant to utilize automated bill payment methods provided by the Association bank for payment of said expenses that are approved by the President and Treasurer of the Association.

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

ARTICLE VIII. FINANCES

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

8.01. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

8.02. Budget. The Board shall prepare an annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. 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 annual budget shall be funded by an annual Assessment paid in twelve (12) monthly payments for the year for which the Assessment is made. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board or a Special Assessment may be levied as provided in the Declaration.

8.03. Depository. The funds of the Association may be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board in accordance with Section 7.06.

8.04. Financial Report. A financial report shall be made annually in the manner required by Section 720.303(7), Florida Statutes, as amended from time to time. After the completion of the financial report, the Association shall provide each Member with a copy of the report or a written notice that a copy of the report is available upon request at no charge to the Member.

8.05. Board of Directors Insurance. Fidelity bonds or proper liability insurance shall be required by the Board from all persons authorized to sign checks or otherwise disburse or withdraw Association funds. The bonds or liability insurance shall be determined by the Directors, shall protect the Association against theft or embezzlement of the maximum amount of funds held by the Association at any time and shall in no event be less than one-half (1/2) of the total annual Assessment. The premiums on such bonds shall be paid by the Association as a Common Expense.

8.06. Loans. No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized as specified in the Articles.

8.07. Expenditures. All funds of the Association shall be expended only upon authorization of the Board. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Contingency funds may be expended for any legitimate purpose by action of the Board.

ARTICLE IX. PARLIAMENTARY RULES

Except as may be modified by Board resolution, Robert's Rules of Order (the edition published on the date closest to the meeting) shall govern the conduct of Association proceedings when not in conflict with applicable law or the Governing Documents.

ARTICLE X. RECORDS

10.01. Inspection and Copying of Records. Any Member wishing to inspect or make copies of the Official Records of the Association must submit a written request to the Secretary. The request should state which record or records are to be inspected, and must be signed and dated by the person requesting the inspection. The Member making the inspection will be charged for the costs of the inspection, including the costs of supervising the inspection, and any copying costs.

10.02. Recording. Any Lot Owner may tape record or videotape meetings of the Board. Tape recording and videotaping of a meeting shall be in compliance with such reasonable Rules as may be adopted, in writing, by the Board.

10.03. Member Information. Members are responsible for supplying to the Association all information necessary to maintain and keep current the records of the Association. The records of the Association shall include information required by The Florida Homeowners' Association Act and records necessary for effective operation of the Association. Members shall reply to requests for information from the Association within thirty (30) days of receipt.

ARTICLE XI. FINING

The Association may impose fines in the following manner:

11.01. Authority to Levy Fine. In addition to other remedies provided to the Association for enforcement of the Rules and Restrictions, the Association may levy a fine against any Owner for failure of the Owner or of a tenant or guest of the Owner to comply with the Declaration of Covenants and Restrictions or Association Rules.

11.02. Appointment of Fining Committee. The Board shall appoint a Fining Committee, which shall be composed of at least three (3) Owners who are not officers, Directors or employees of the Association, or the spouse, parent, child, brother, or sister of an Association officer, Director, or employee.

11.03. Notice of Hearing. At least fourteen (14) days prior to imposing a fine, the Association shall provide written notice to the Owner and alleged violator (if not the same person) by service of process or by certified mail, which notice shall include the following:

11.03.1. A short plain statement of the matters asserted by the Association to constitute the violation(s), including but not limited to the specific violation alleged, the date, time and location of each alleged violation for which a fine may be imposed.

11.03.2. A statement that the Association will provide a hearing before the Fining Committee not less than fourteen (14) days after receipt of notice. The date, time and place of the hearing will be stated in the notice.

11.03.3. A statement that the Owner and the alleged violator (if not the same person) will have an opportunity at such hearing to respond to the alleged violation(s), present evidence and provide written and verbal argument on all pertinent issues, as well as to review, challenge and respond to any material considered by the Fining Committee.

11.04. Hearing. The Fining Committee shall consider all evidence and testimony presented at the hearing prior to the determination of whether to impose a fine. The role of the Fining Committee is limited to determining whether to confirm or reject the fine levied by the Board. After a fine is imposed, the Association shall provide a demand for payment to the Owner and violator. Fines shall be paid in full within thirty (30) days of receipt of the Association demand for payment.

11.05. Amount of Fine. Any fine levied shall be a reasonable fine not to exceed the amount of One Hundred Dollars (\$100.00) per violation (or as permitted by Florida Statute), provided that a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day, up to a maximum of Five Thousand Dollars (\$5,000.00). If permitted by law, a fine shall become a lien upon a Lot.

11.06. Failure to Pay. An Owner shall be responsible for paying all fines properly levied against the Owner for a violation by any person who is on the Property with the express or implied permission of the Owner, including without limitation, the Owner's tenants, guests, family members, invitees, employees or contractors. In the event an Owner refuses or otherwise fails to pay a fine, the Association may mediate if and as required and proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable attorneys' fees of the Association incurred incident to such collection action. Failure or refusal to pay a fine shall be a violation of these Bylaws.

11.07. Inapplicability of this Article. The requirements of this Article shall not apply to the imposition of suspensions, fines or fees upon any Member because of the failure of the Member to pay Assessments or other charges when due if such action is authorized by the governing documents.

11.08. Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, subject to any limitations set forth in the Declaration, the Board may elect to enforce any provision of the Governing Documents by self-help or, following compliance with the Declaration's dispute resolution procedures, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including, without limitation, reasonable legal costs actually incurred.

ARTICLE XII. AMENDMENTS

These Bylaws may be amended in the following manner:

12.01. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered and the text of the proposed amendment shall be included with the notice.

12.02. Proposal. An amendment may be proposed by either the majority vote of the Board taken at a Board meeting at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the vote of a majority of a quorum of Members present in person or by proxy at a special or regular meeting of the Members or by written instrument signed by them.

12.03. Meeting. Such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call and hold a regular or special Meeting of the Members of the Association not later than sixty (60) days from the receipt by him or her of the proposed amendment or amendments.

12.04. Approval. A resolution adopting a proposed amendment must receive the affirmative approval of at least a majority of the Members of the Association who are present, in person or by proxy, or by the written consent of at least a majority of all Members.

12.05. Recording. When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws and referencing the Declaration by its original recording information. The certificate shall be executed by the officers of the Association with the formalities of a deed when such certificate and copy of amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE XIII. INTERPRETATION

The provisions of these Bylaws shall be construed together with the Declaration and the Articles. In the event of a conflict between the provisions hereof and the provisions of the Declaration or Articles, the provisions of the Declaration or Articles shall control. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Declaration. Wherever the context so requires, the use of any gender herein shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. Unless the context shall otherwise require, terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE XIV. EMERGENCY BOARD POWERS

In the event of any "emergency" as defined in Section 14.07. below, the Board may exercise the emergency powers described in this Article XIV, and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

14.01. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.

14.02. The Board may relocate the principal office, or designate alternative principal offices or authorize the officers to do so.

14.03. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

14.04. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

14.05. Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

14.06. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

14.07. For purposes of this Article XIV only, an "emergency" exists only during a period of time that the Subdivision, or the immediate geographic area in which the Subdivision is located, is subject to:

- (a) a state of emergency declared by local civil or law enforcement authorities;
- (b) a hurricane watch or warning;
- (c) a partial or complete evacuation order;
- (d) federal or state "disaster area" status; or
- (e) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President or by a Director and the manager that an emergency exists shall have presumptive quality.