

This instrument prepared by
and following recordation return to:

James M. Kosmas, Attorney at Law
JAMES M. KOSMAS, P.A.
111 Live Oak Street
New Smyrna Beach, Florida 32168
386-428-0055
smyrnakos@bellsouth.net

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VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC.

REVITALIZATION
OF
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
AND
OTHER GOVERNING DOCUMENTS

GREG HOWARD, as President, and MARIO BORELLI, as Secretary, hereby make and execute this REVITALIZATION OF DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND OTHER GOVERNING DOCUMENTS (the "Revitalized Declaration"), on behalf of VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), as required by section 720.407 (2), Florida Statutes, and in connection herewith state as follows:

RECITALS

1. The Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Venetian Villas was recorded November 30, 1982, in Official Records Book 2404, Pages 1561, et. seq., of the Public Records of Volusia County, Florida (the "Original Declaration").
2. The Original Declaration, as amended from time to time, subjected the lands described therein ("VENETIAN VILLAS") to the terms and conditions thereof.
3. The Association is the Association named in the Original Declaration and is responsible for the operation and management of VENETIAN VILLAS.
4. As a result of the application of Chapter 712, Florida Statutes (the "Marketable Record Title Act" or "MRTA"), the provisions of the Original Declaration, as amended from time to time, and such other Governing Documents for VENETIAN VILLAS as are subject to extinguishment pursuant to Chapter 712, Florida Statutes, have been extinguished with respect to some or all of VENETIAN VILLAS.

5. Pursuant to section 720.403 (2), Florida Statutes, the provisions of the Original Declaration and other Governing Documents which have been extinguished, and the Association, may be revived upon approval by the parcel owners to be governed thereby, and the Department of Economic Opportunity (the "Department"), as provided in Chapter 720, Florida Statutes.

6. The parcel owners in VENETIAN VILLAS are eligible to seek approval from the Department to revive the Original Declaration and other Governing Documents in accordance with section 720.404, Florida Statutes.

7. Pursuant to section 720.405, Florida Statutes, an Organizing Committee consisting of not less than three parcel owners was formed by the Association. The name, address and telephone number of each Member of the Organizing Committee is as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER</u>
Vivian M. Peacock	148 Breezeway Court New Smyrna Florida 32169	386-405-8512
Mario Borelli	150 Breezeway Court New Smyrna Beach Florida 32169	845-750-2692
Peggy G. Rivers	115 Lagoon Court New Smyrna Beach Florida 32169	407-797-0141

8. Pursuant to section 720.405 (5), Florida Statutes, the Organizing Committee caused a copy of the complete text of the proposed revived Original Declaration and other Governing Documents, the existing Articles of Incorporation and Bylaws of the Association, the legal description and graphic depiction of the property to be governed by the revived Original Declaration and other Governing Documents, and such other information the Organizing Committee was required or elected to provide, to be presented to all of the affected parcel owners by mail or hand delivery not less than 14 days before the time the consent of the affected parcel owners to the proposed revived Original Declaration and other Governing Documents was sought by the Organizing Committee.

9. Pursuant to section 720.405 (6), Florida Statutes, the revived Original Declaration and other Governing Documents were approved by a majority of the affected parcel owners either in writing or by a vote at a Special Meeting of the affected parcel owners, noticed and conducted in the manner prescribed by section 720.306, Florida Statutes. Proof of notice of the meeting to all affected owners of the meeting and the minutes of the meeting recording the votes of the property owners was certified by JAMES M. KOSMAS, an attorney licensed to practice in the State of Florida.

10. Pursuant to section 720.406, Florida Statutes, no later than 60 days after the date the proposed revived Original Declaration and other Governing Documents were approved by the affected parcel owners, they were submitted to the Department for approval.

11. The Department determined the proposed revived Original Declaration and other Governing Documents comply with Chapter 720, Florida Statutes. A copy of the approval letter from the Department dated December 12, 2018, is attached hereto as **EXHIBIT "A"** and incorporated herein by reference.

12. The legal description and graphic depiction of the property to be governed by the revived Original Declaration and other Governing Documents is attached hereto as **EXHIBIT "B"** and incorporated herein by reference.

13. The full text of the approved revived Original Declaration and other Governing Documents, along with the existing Articles of Incorporation and the existing Bylaws of the Association, including any amendments thereof, is attached hereto as **EXHIBIT "C"** and incorporated herein by reference.

14. A legal description of each parcel that is subject to the revived Original Declaration and other Governing Documents, along with the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of Volusia County, Florida, at the time the proposed revived Original Declaration and other Governing Documents were submitted for approval by the parcel owners, is attached hereto as **EXHIBIT "D"** and incorporated herein by reference.

15. The revived Original Declaration and other Governing Documents comply with section 720.405 (4), Florida Statutes.

16. Not later than 30 days after receiving approval from the Department, the President and Secretary executed this revived Original Declaration and other Governing Documents in the name of and on behalf of the Association.

17. The revived Original Declaration and other Governing Documents are hereby revitalized and shall be effective upon recordation of this instrument in the Public Records of Volusia County, Florida, with respect to each affected parcel subject thereto, regardless of whether the particular parcel owner approved same. Upon recordation, the revived Original Declaration and other Governing Documents shall replace and supersede the previous declaration with respect to all affected parcels then governed by the previous declaration and shall have the same record priority as the superseded previous declaration. With respect to any affected parcels that had ceased to be governed by the previous declaration as of the recording date, the revived Original Declaration and other Governing Documents does not have retroactive effect with respect to the parcel and shall take priority with respect to the parcel as of the recording date.

All property within VENETIAN VILLAS shall be held, transferred, sold, conveyed, leased, occupied and used subject to the easements, restrictions, covenants, charges, liens and conditions set forth in the revived Original Declaration and the other Governing Documents, for the purpose of protecting the value and desirability of, and that shall touch and concern and run with, the title to the property and that shall be binding on all parties having any right, title or interest in the property or any portion thereof, and their respective heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof and where specifically provided therein, shall benefit such other parties or properties as may be now or hereafter determined.

IN WITNESS WHEREOF, GREG HOWARD, as President of VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), has caused this instrument to be executed this 21 day of December 2018.

Signed, sealed and delivered
in the presence of:

VENETIAN VILLAS UNIT OWNERS'
ASSOCIATION, INC.

Debra Sigal
DEBRA SIGAL
Witness - Type and Sign Name

BY: Greg Howard
GREG HOWARD
President
105 Quay Assisi
New Smyrna Beach, Florida 32169

Brandi Jean
Brandi Jean
Witness - Type and Sign Name

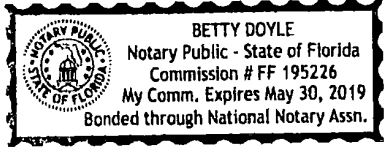
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21 day of December 2018, by GREG HOWARD, as President of VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), on behalf of the Association. He is personally known to me or has produced a Florida driver's license as identification.

Betty Doyle
Signature

Notary Name:
Title/Rank: Notary Public, State of Florida
Serial #:
My commission expires:



FL DL HU30284483900

IN WITNESS WHEREOF, MARIO BORELLI, as Secretary of VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), has caused this instrument to be executed this 21 day of December 2018.

Signed, sealed and delivered
in the presence of:

VENETIAN VILLAS UNIT OWNERS'
ASSOCIATION, INC.

[Signature]
CONNOR CHRISTENSEN
Witness - Type and Sign Name

BY: Mario Borelli
MARIO BORELLI
Secretary
105 Quay Assisi
New Smyrna Beach, Florida 32169

[Signature]
Taylor Minaya
Witness - Type and Sign Name

(CORPORATE SEAL)

STATE OF New York
COUNTY OF Ulster

The foregoing instrument was acknowledged before me this 21 day of December 2018, by MARIO BORELLI, as Secretary, of VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), on behalf of the Association. He is personally known to me or has produced a State Drivers License identification.

[Signature]
Signature
Notary Name:
Title/Rank: FSR - HVFCU
Serial #:
My commission expires:

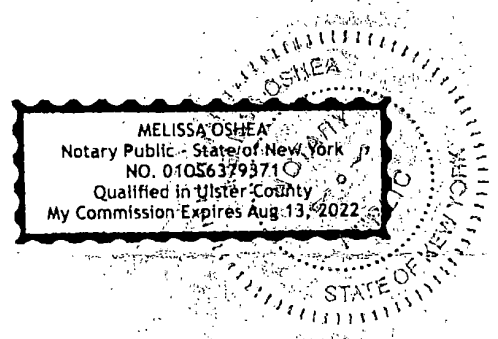


EXHIBIT "A"

Attach Copy of Department Approval Letter

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

December 12, 2018

James M. Kosmas, P.A.
111 Live Oak Street
New Smyrna Beach, Florida 32168

**Re: Venetian Villas Owners Association, Inc., Approval;
Determination Number: 18226**

Dear Mr. Kosmas:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Venetian Villas Owners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

James M. Kosmas P.A.
December 12, 2018
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NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

EXHIBIT "B"

Attach graphic depiction and legal description of property to be governed by the revived Original Declaration and other Governing Documents

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EXHIBIT "A"

A portion of the unplatted part of Township 17 South, Range 34 East, and a replat of a portion of Lots 8 and 9, Block 1, North Causeway Subdivision, as recorded in Map Book 11, Page 209, of the Public Records of Volusia County, Florida, more particularly described as follows:

From the Northwest corner of said Lot 6, Block 1, said North Causeway Subdivision, run N 51°58'40" E along the North line of said Block 1 a distance of 400.00 feet for the point of beginning; thence departing the North line of said Block 1, run S 38°01'20" E along the West line of said Lot 8 a distance of 295.63 feet to a point 200 feet North of the North right-of-way of North Causeway (State Road 44) a 200 foot right-of-way as now established; thence departing the West line of said Lot 8, run N50°31'06" E, parallel with the North right-of-way of said North Causeway a distance of 400.13 feet to the East line of said Lot 9; thence N 38°01'20" W along the East line of said Lot 9 a distance of 285.44 feet to the Northeast corner of said Lot 9; thence departing the North line of said Block 1, continue N 38°01'20" W a distance of 376.28 feet to the right-of-way line of Quay Assisi Road, a 60 foot right-of-way as now established; thence run along the right-of-way line of said Quay Assisi Road the following courses and distances: S 51°58'40" W a distance of 400.00 feet; thence S 38°01'20" E a distance of 376.28 feet to the point of beginning, containing 6.12 acres.
TOGETHER with all riparian and littoral rights thereunto appertaining.

EXHIBIT "C"

Attach full text of approved revived Original Declaration and other Governing Documents, along with the Articles of Incorporation and the Bylaws of the Association

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DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS
REGARDING VENETIAN VILLAS

THIS DECLARATION, is made by Regency Development Corporation,
a Florida corporation, hereinafter called "Developer".

W I T N E S S E T H :

WHEREAS, Developer is one of the owners and is agent
for all the other owners of that real property situate in Volusia
County, Florida, described in Exhibit "A" attached hereto and
incorporated herein by reference, and

WHEREAS, Developer desires to impose a common plan
of development on said real property for the purpose of protecting
the value and desirability thereof, and for the purpose of
enhancing the marketability thereof;

NOW, THEREFORE, Developer hereby declares that all of
the real property described in Exhibit "A" attached hereto and
hereby incorporated by reference shall be held, sold, and conveyed
subject to the following easements, conditions, covenants, and
restrictions which are for the purpose of protecting the value
and desirability of, and which shall run with the said real
property and be binding upon all parties having any right, title, or
interest therein, or any part thereof, their respective heirs,
personal representatives, successors, and assigns; and which shall
inure to the benefit of the Association and each Owner thereof,
as said terms are hereinafter more particularly defined.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1. "Association" shall mean and refer to
VENETIAN VILLAS OWNERS' ASSOCIATION, INC., a corporation not for
profit, organized pursuant to Chapter 617, Florida Statutes, its
successors and assigns.

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Section 2. "Owner" shall mean and refer to the person or persons, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, including lots and appurtenances, common areas and access courtyards.

Section 4. "Common Area" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Access Court Yards" shall mean those access courtyards and parking areas that are appurtenant to the lots. The access courtyards shall be considered limited common areas in that their primary purpose shall be for the use of lot owners appurtenant thereto, to provide access to the lots, parking, drainage and may also include areas set aside for the trash and garbage disposal and mail boxes for the use of the appurtenant lot owners; however, the upkeep and maintenance of any access courtyard shall be the responsibility of the Association.

Section 6. "Docking Facilities" may be made available by the Developer and, if so, shall be sold separately and at such additional cost as set by the Developer, and on a first come, first served basis, to lot owners. Once sold, the docking facilities shall be considered as personalty appurtenant to a particular lot and may not be assigned, sold or sub-let by the owner thereof, other than to another lot owner, unless sold, assigned or sublet along with the particular lot to which the docking facility is appurtenant. The maintenance and upkeep of the docking facilities shall be the responsibility of the several owners of the docking facilities. Roofs and/or hoists shall not be allowed as docking facilities.

Section 7. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the properties with the exception of the common areas and access courtyards.

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Section 8: "Developer" shall mean and refer to *Resort* Development Corporation, its successors and assigns, as such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development. The holder of a mortgage from Developer who acquires title by foreclosure or deed in lieu of foreclosure may elect to be a Developer by recording an instrument evidencing such election and executed with the formality of a deed in the Public Records of Volusia County, Florida. Such election shall not obligate the mortgage holder to those obligations of Developer set forth in Article V hereof.

Section 9: "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in any Lot, or any portion thereof, as security for the performance of any obligation.

Section 10: "Mortgagee" means any person named as the obligee under any mortgage, as hereinabove defined, or any successor in interest to such person under such mortgage.

Section 11: "The Work" means the initial development of the Properties as a residential community by the construction and installation thereon of streets, buildings, and other improvements by the Developer.

Section 12: "Recorded" means filed for record in the Public Records of Volusia County, Florida.

Section 13: "Person" means any natural person or artificial legal entity.

Section 14: Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa, and the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(d) The right of the association to impose reasonable charges and fees for the upkeep of the common areas and access courtyards, to provide for adequate utilities within the common areas and access courtyards, and to provide for such other services as should be deemed advisable and advantageous for the lot owners as a whole.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws of the Association, his right of enjoyment to the common area, access courtyards, and facilities to the members of his family, his tenants, or contract purchasers, who reside on the property.

Section 3. Owners' Other Easements. Each Owner shall have an easement for pedestrian ingress and egress over and across the common area for access to his Lot, and shall have the right of an exclusive easement, shared with other adjacent lot owners, appurtenant to the particular access courtyard, for pedestrian and vehicular ingress and egress. Each owner shall have an easement to use for guest parking purposes any area so designated within the common

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areas for such purposes. Each Owner shall have an easement and right to use such area within a common areas as may be set aside and designated for use for garbage and trash disposal and for mail boxes. All such rights and easements granted by this Declaration shall be appurtenant to, and pass with, title to each Lot. Easements for balconies for adjoining Lots are set forth in Exhibit B attached hereto.

Section 4. Antennas. No television or radio masts, towers, poles, antennas, aerials, wires, or appurtenances thereto, shall be erected, constructed, or maintained on any Lot in such a manner to be visible from the exterior of said Lot. Without limitation of the foregoing, all television antennas shall be erected and maintained completely inside the improvement on each Lot and shall be of an "attic type" or such other type as may, from time to time, be permitted under the Association's rules and regulations.

Section 5. Garage Doors. It is the intent that garage doors shall not be left open in such a manner that the interior of the garage will be exposed to the general public or to other Lot Owners for any more time than is necessary. Therefore, garage doors shall be open only for the purpose, and for the time necessary, to gain entry to or exit from the garage with a vehicle or any other item of personalty.

Section 6. Use of Unit. Each Lot shall be used for single-family purposes only and no trade or business of any kind shall be carried on therein except upon the written consent of the Association and under such conditions as the Association shall determine. The lease or rental of a Lot for single-family residential purposes shall not be construed as a violation of this covenant.

Section 7. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

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Section 8. Prohibition of Damage and Certain Activities.

Nothing shall be done or kept in any of the Properties that would result in the increase of the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Likewise, nothing shall be done or kept on any of the Properties which would be in violation of any state statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the common area, access courtyards or any part thereof, or of the exterior of any lot or building thereon shall be committed by any owner or any tenant or invitee of any owner, and each owner shall indemnify and hold the Association and other owners harmless against all loss resulting from such loss or waste caused by him or his tenant or invitee to the Association or to the other owners. No noxious, destructive or offensive activity shall be permitted on any lot or in the common area or any part thereof or in any access courtyard, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any lot or the common area or access courtyards without the prior written consent of the Association, except customary name and address signs and a lawn sign of not more than five square feet in size advertising the property for sale or rent, provided the same are in accordance with the rules and regulations adopted by the Association.

Section 10. Clothes Lines Prohibited. No owner shall permit any clothes lines to be displayed on any lot or the common area upon which articles of clothing are hung.

Section 11. Parking. No Owner shall park, store, keep, repair or restore any boat or trailer anywhere upon the Properties except in an enclosed garage. An automobile, motorcycle or truck, not exceeding 1/2 ton capacity, may be parked on the driveway portion of a lot. This prohibition,

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however, shall not prohibit an Owner from maintaining a boat within his designated slip, at his designated docking facility, if there should be a docking facility. Use of all guest parking areas in the common area shall be subject to such rules and regulations as may, from time to time, be adopted by the Association.

Section 12. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Properties, except that dogs, cats and other customary household pets, not in excess of 20 pounds may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose. The Association may prohibit the keeping of any pet anywhere upon the Properties which the Association reasonably determines may constitute a threat to the safety or health or well-being of persons lawfully upon the Properties. All Owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Properties and relating to animals.

Section 13. Rubbish. No rubbish, trash, garbage or other waste materials shall be kept or permitted upon any lot except inside the improvements on each lot. Rubbish, trash, garbage or other waste materials shall be kept for pick-up only in designated areas in the common area or access courtyards and shall be placed in sanitary containers approved by the Association.

Section 14. Mail Boxes. Mail boxes shall be placed only in designated areas in the common areas or access courtyards.

Section 15. Alterations on Exterior of Buildings Prohibited. No alterations of any building on the exterior of any lot, including painting, shall be permitted except upon the written consent of the Association.

Section 16. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Properties owned or controlled by Developer, its transferees, whatever they determine to be reasonable necessary

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or advisable in connection with the completion of the Work,
including, without limitation:

(a) Erecting, constructing, and maintaining thereon
such structures as may be reasonably necessary for the conduct
of the Developer's business of completing the Work and establishing
the Properties as a residential community and disposing of the
same in parcels by sale, lease, or otherwise; or

(b) Conducting thereon its or their business of completing the
work and establishing the Properties as a residential community
and disposing of the Properties in parcels by sale, lease, or
otherwise; or

(c) Maintaining such sign or signs thereon as may be
reasonably necessary in connection with the sale, lease, or other
transfer of the Properties in parcels.

As used in this Section and its sub-paragraphs, the term
"its transferees" specifically does not include purchasers of lots
improved as completed residences.

Section 17. Rules and Regulations. No Owner shall violate the
rules and regulations for the use of the common areas and access court-
yards, as the same are from time to time adopted by the Association.
The prohibitions and restrictions contained in this article shall
be self-executing without implementation by rules and regulations;
but the foregoing shall not be construed as an implied prohibition
against the Association's extending the scope of such prohibitions
and restrictions by from time to time adopting rules and regulations
consistent with this Declaration.

Section 18. Ownership Rights Limited to Those Enumerated.
No transfer of title to any lot shall pass to the owner thereof,
any rights in and to the common area or access courtyards except
as are expressly enumerated in this Declaration. In the event any
lot is shown or described as bounded by a body of water, situated
in whole or part upon the common area all riparian rights therein
shall be appurtenant to the Common Area and no attempted grant
thereof to an owner shall be effective as to the Association or the
other owners. In the event any lot is shown or described as abutting
a street, utility easement or other area dedicated to public use,

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The underlying fee simple title to such area, if any, shall not pass as an appurtenance to the Common Area but shall be construed as a part of the Common Area. No conveyance shall be construed as passing any right, title and interest in and to the Common Area except as expressly provided for in this Declaration. It is the Developer's express intent that the fact that any lot is shown or described as bounded by any artificial or natural monument on the Common Area shall not pass to the owner of each lot any rights therein, except as expressly provided, but that such monument shall be a part of the Common Area and all right therein shall inure to the benefit of the Association and all Owners.

Section 19. City Access and Utilities Easements. Developer grants to the City of New Smyrna Beach, Florida, easement in, to and upon the Properties for the purpose of providing municipal services, including, but not limited to, fire and police protection and garbage and trash collection; and Developer grants to the New Smyrna Beach Utilities Commission easements, in, to and over the Properties for the purpose of furnishing and making repairs to and replacement upon utilities, including, but not limited to, electricity, water and sewer.

Section 20. Recreational Facilities. Recreational facilities shall be considered Common Area and shall consist of a pool and recreation room including a sauna-steam room.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. If title to a lot is held by more than one person, each of the persons shall be members. An owner of more than one lot shall be entitled to one membership for each lot owned by him. Each membership shall be appurtenant to the lot upon which it is based and shall be transferred automatically by conveyance of that lot. No person or entity, other than an owner or developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a lot; provided, however, the foregoing shall not be construed to prohibit the assessment

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of a membership and voting right . by an owner who is
a contract seller to his vendee in possession.

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

(a) Class A. Class A members shall be all owners and shall be entitled to one (1) vote for each lot owned; provided, however, so long there is Class B membership, Developer shall not be a Class A member. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. There shall be no split votes. Prior to the time of the meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to four (4) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area and Access Courtyards. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements.

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BOOK PAGE

thereon (including furnishings and equipment related thereto), and the access courtyards and improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order, and repair. Without limiting the generality of the foregoing, the Association shall be specifically responsible for:

(a) maintenance or replacement of any trees, shrubs or landscaped areas installed or created by the Developer, as part of the Work;

(b) maintenance, repair, replacement of any lighting fixtures, mail boxes, garbage and trash disposal dumpsters or cans;

(c) maintenance, repair or replacement required because of occurrence of any fire, wind, vandalism or other casualty;

(d) maintenance, repair or replacement of any recreational facility or part thereof;

(e) maintenance, repair and replacement of any furnishings, in, to and upon any lot that is owned by the Association for use by a manager or other administrative personnel.

Section 2. Exterior Maintenance of Lots. In addition to maintenance of the Common Area and Access Courtyards, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, and walks installed by Developer as part of the Work, and replacement thereof except as hereafter expressly limited. The Association shall maintain, but not be required to replace any driveway installed by Developer as part of the Work. The Association's duty of exterior maintenance shall not extend to, nor include any of the following:

(a) mowing of any lawn area or landscaping upon any lot;

(b) maintenance, repair or replacement of glass surfaces or screening;

(c) replacement of exterior doors, including outside doors and patio gates;

(d) maintenance, repair or replacement required because of

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the occurrence of any fire, wind, vandalism, or other casualty. Maintenance, repair or replacement or insurance therefor, as the case may be, of any of the foregoing excluded items, shall be the responsibility of each owner. Should any owner neglect or fail to maintain, repair or replace, as the case may be, any of the foregoing excluded items, then the Association, after approval by a two-thirds vote of its Board of Directors, may maintain, repair, or replace the same, as the case may be, at such owner's expense; and the cost thereof shall be added to and become a part of the assessment against such owner's lot. If the need for any maintenance, repair or replacement, as the case may be, pursuant to this section, is caused by the willful negligent act of any owner, or any member of any owner's family or household, or any owner's invitee or tenant, or any member of such tenant's family or household, then the cost thereof shall be added to and become a part of the assessment against such owner's lot. The Association additionally shall be subrogated to the rights of each owner with respect to damage caused by any invitee, tenant, or member of such tenant's family or household.

Section 3. Right of Entry. The Association, through its employees, contractors and agents, is hereby granted a right of entry into and upon each lot to the extent reasonably necessary to discharge the Association's duties of exterior maintenance and for any other purpose reasonably related to the Association's performance of any duty imposed or exercise of any right granted, by this Declaration, including, without limitation, the discharge of any duty of maintenance or replacement, or both, imposed upon the owner. Such right of entry shall be exercised in a peaceful and reasonable manner at all reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any lot shall not be made without the consent of the owner or occupant thereof except when such entry is reasonably necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any persons lawfully upon the property or of any person's property. An owner shall not arbitrarily withhold

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BOOK PAGE

consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing Sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 4. Services for Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

Section 5. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all lots, when such services are not available from the City of New Smyrna Beach, Florida, or from the Utilities Commission of the City of New Smyrna Beach, Florida. Any owner additionally may voluntarily contract with the Association for the Association to perform or cause performance of, any service benefiting such owner's lot at the cost and expense of such owner. All sums due the Association pursuant to such contract shall be added to and become a part of the assessment against such owner's lot. Notwithstanding the foregoing, the Association may not contract with any owner to provide any services at such owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

Section 6. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-Laws.

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Section 7. Rules and Regulations. ^{BOOK PAGE} The Association may from time to time adopt, alter, amend and rescind reasonable rules and regulations governing the use of lots and of its common areas and access courtyards, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Likewise, the Association, from time to time, may adopt, alter and amend reasonable rules and regulations governing the use of and placement of and extent of the docking facilities, if any.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or by-law, and every other right or privilege reasonably to be implied from the existence of any right or privilege to be granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 9. Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer as part of the Work, and except for personal proserpty to be related to the maintenance of the common area and access courtyards, the association may not authorize capital improvements to the common area and/or the access courtyards, unless written approval is obtained from two-thirds (2/3) of the owners. In case the Developer has not installed docking facilities by the time all membership in the Association becomes Class A membership, then said docking facilities shall be considered a capital improvement to the common area.

ARTICLE V
OBLIGATION OF DEVELOPER

Section 1. Duty to Construct Improvements. Developer agrees to construct improvements on each lot in accordance with the terms and conditions called for in the contract for sale and purchase and specifications for improvements pertaining to that particular lot. In addition, the developer agrees to construct such common areas and limited common areas and improvements thereon as will properly provide for the services and amenities for the various lot owners. In no case, and under no circumstances, shall there be an agreement between the developer and the lot owner that construction of any building or improvement upon the said lot shall

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commence later than two years from transfer by Developer to Owner of title to the particular lot.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation

for Assessments. The Developer, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided; and (3) special assessments against any particular lot which are established pursuant to the terms of this Declaration; and (4) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of such collection, including reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied

by the Association shall be used exclusively to promote the recreation, health, safety and general welfare of the residents in the Properties; for the improvement and maintenance of the common area and the access courtyards, and of the exterior of the buildings situated upon the Properties (as hereinabove provided); for payment of all taxes assessed to the Association, if any, in respect to the Common Area and access courtyards, or the improvements of personal property thereon, or both, for utility charges; and for the Association's general activities and operations in promoting the

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recreation, health, safety, and general welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot by Developer to an owner, the maximum annual assessment, per lot, shall be the sum of \$ 30.00.

(a) From and after January 1 of the year immediately following conveyance of the first lot by Developer to an owner the maximum annual assessment may be increased each year to reflect the increase, if any, in the Consumer Price Index for all items published by the Bureau of Labor Statistics of the United States Department of Labor; or, if publication of said Index is discontinued, in the most nearly comparable successor Index thereto. No decrease in the maximum annual assessment shall be required because of any decrease in the Consumer Price Index.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased by more than the increase in the Consumer Price Index, as hereinabove provided, by vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the amount set forth herein.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of capital improvement upon the common area or access courtyards, including fixtures and personal property related thereto, or the Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meetings. Written notice of any

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meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both special assessments for capital improvements, and annual assessments, shall be fixed at a uniform rate for all lots and may be collected on a monthly basis; provided, however the foregoing requirement of uniformity shall not prevent special assessments against any particular lot which are established pursuant to the terms of this Declaration.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision in this Declaration, or the Association's Articles of Incorporation, or By-Laws to the contrary, the annual assessment against any lot in which Developer owns any interest and if offered for sale by Developer shall, as long as there is Class B membership in the Association, be fixed by the Board of Directors annually in an amount not less than twenty-five percent nor more than one hundred percent of the amount hereinabove established against lots owned by the Class A members of the Association, and in the event income from the assessment of all classes is less than expenses and the Class B membership has been assessed at less than one hundred percent of the Class A membership assessment, the Class B membership assessment may be increased upward but not to exceed 100% of the Class A membership assessment to correct the deficiency before any special assessments can be levied.

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Upon termination of the Class B membership of the Association, as hereinabove provided, the annual assessment against any lot in which Developer owns any interest and is offered for sale by Developer shall be twenty-five percent of the amount herein established against lots owned by Class A members of the Association, other than Developer. Upon transfer of title of a Developer-owned lots, such lot shall be assessed in the amount established against lots owned by the Class A members of the Association prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those lots from which Developer derives any income or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as is hereinabove established for lots owned by Class A members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 8. Monthly Payments of Annual Assessments. Annual and special assessments may be collected on a monthly basis, on the first day of the month, in the discretion of the Board of Directors of the Association, which shall fix the amount of the annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The owner shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments against the specific lot have been paid and, if not, the amount of delinquency thereof. The Board of Directors of the Association shall establish the due date of all assessments contemplated by this Declaration.

Section 9. Liens for Assessments. All sums assessed to any lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees shall be secured by a lien on such lot in favor of the Association. Such lien shall be subject to and inferior to the

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lien for all sums secured by a first mortgage encumbering such lot and to the lien of any purchase money mortgage given by Developer. Except for liens for all sums secured by a first mortgage, all other lienors acquiring liens on any lot after recordation of this Declaration in the Public Records of Volusia County, Florida, shall be deemed to be a consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the Public Records of Volusia County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien hereby created in favor of the Association and the priority thereof and shall place upon each such purchaser or creditor other than a first mortgagee, the duty of inquiring of the Association as to the status of assessments against any lot within the Properties.

Section 10. Effect of Non-Payment of Assessment, Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of twelve percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the common area or access courtyards, or abandonment of his lot. A suit to recover a monthly judgment for unpaid assessments hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

Section 11. Foreclosure. Liens for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure,

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the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien foreclosed. The owner shall also be required to pay to the Association any assessments against the lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Association shall have the right and title to bid at the foreclosure or other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the court ordering the same may, in its discretion, enter a personal judgment against the owner thereof for such deficiency in the same manner as is provided for foreclosure of mortgages in the State of Florida.

Section 12. Homesteads. By acceptance of a deed thereto, the owner of each lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such owner on such owner's lot.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of any such mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any encumbrancer of a lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such encumbrancer a period

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of thirty days in which to cure such delinquency before instituting foreclosure proceedings against the lot; provided, however, that such encumbrancer first shall have furnished to the Association written notice of the existence of the encumbrance, which notice shall designate the lot encumbered by a proper legal description and shall state the address to which notice is pursuant to this Section shall be given the encumbrancer. Any encumbrancer holding a lien on a lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VII

PARTY WALL

Section 1. General Rules to Apply. Each wall such is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the lots, shall constitute a party wall, and, to the extent inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any owner who has used the wall may restore it; and, if the owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such owner to call for larger contribution from the others under any rule or law regarding liability for

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negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right of Contribution Runs with the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Obligation by Developer of Architectural Control.

It shall be the responsibility of the Developer to maintain architectural control and cost control of the improvements situated on each lot, and, in the common area and access courtyards until such time as each and every lot within the Properties has had a building constructed thereon.

ARTICLE IX

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. Annexation Without Association Approval. If

Developer shall hereafter acquire title to the property described on Exhibit C, hereafter "the additional property", Developer may, with the written consent and joinder of the holder of any mortgage encumbering any portion of the additional property, but subject to the governing provisions of this Declaration, without the consent of the Class A members, subject all or any part of the additional property to the governing provisions of this Declaration. All such annexed properties, and buildings and improvements thereon shall become subject to the provisions of the Declaration upon recording of an appropriate amendment hereto executed by Developer or upon the recording of a map or plat in accordance with Chapter 177, Florida Statutes, without the consent of any person deriving title through Developer other than the holder of a mortgage from Developer.

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ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by, pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorney's fees. In the event that the Association enforces the provisions hereof against any owner, the cost and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such owner's lot as a special assessment pursuant to the provisions hereof. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such owner or owners, such owner or owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorney's fees, in the discretion of the Board of Directors of the Association.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, to a term of thirty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years. This Declaration may be amended by the Developer with the consent of the holder of any mortgage encumbering the property or any lot, but without the consent of any Class A member at any time up until Class B membership is converted to Class A membership and, this Declaration may be amended any time thereafter during the

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first thirty year period by an instrument signed by not less than ninety percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent of the lot owners, except as provided herein for annexation. Any amendment must be duly and properly recorded.

Section 4. Effective Recording. Any lot situated within the real properties described in Exhibit A shall be deemed to be "subject to assessment", as such term is used in this Declaration, or in the Association's Articles of Incorporation or By-Laws, upon recording of this Declaration; and any lot annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the amendment to this Declaration annexing the same, or upon the recordation of a plat of any annexed property.

Section 5. Dedications. Subject to the requirements contained in this Declaration, the Developer may dedicate streets and roads within the Properties to the public use, and, upon acceptance of such dedication by the public agency having jurisdiction of the same, the terms and provisions of this Declaration shall not apply to the areas so dedicated to the extent that the provisions of this Declaration are inconsistent with such dedication.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed this 16th day of March, 1981.

REGENCY DEVELOPMENT CORPORATION,
a Florida corporation

By Morris A. Stein
Morris A. Stein, President

Attest:


Charles A. Hall
Charles A. Hall, Secretary

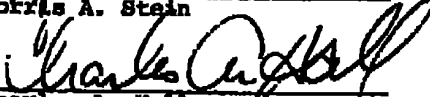
(Corporate Seal)

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STATE OF FLORIDA
COUNTY OF VOLUSIA

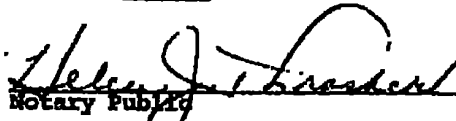
Before me, the undersigned authority duly authorized by law to administer oaths and take acknowledgments, did appear MORRIS A. STEIN and CHARLES A. HALL, President and Secretary, respectively, of Regency Development Corporation, a Florida corporation, who, after being duly sworn, did depose and say that they executed the above and foregoing Declaration for the purposes therein expressed and that their act and deed is the act and deed of the said corporation.



Morris A. Stein


Charles A. Hall

Sworn to and subscribed before
me this 16th day of March, 1981.



Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires: 12/31/83
Notary Public - Volusia County, Florida

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EXHIBIT "A"

A portion of the unplatted part of Township 17 South, Range 34 East, and a replat of a portion of Lots 8 and 9, Block 1, North Causeway Subdivision, as recorded in Map Book 11, Page 209, of the Public Records of Volusia County, Florida, more particularly described as follows:

From the Northwest corner of said Lot 6, Block 1, said North Causeway Subdivision, run N 51°58'40" E along the North line of said Block 1 a distance of 400.00 feet for the point of beginning; thence departing the North line of said Block 1, run S 38°01'20" E along the West line of said Lot 8 a distance of 295.63 feet to a point 200 feet North of the North right-of-way of North Causeway (State Road 44) a 200 foot right-of-way as now established; thence departing the West line of said Lot 8, run N50°31'06" E, parallel with the North right-of-way of said North Causeway a distance of 400.13 feet to the East line of said Lot 9; thence N 38°01'20" W along the East line of said Lot 9 a distance of 285.44 feet to the Northeast corner of said Lot 9; thence departing the North line of said Block 1, continue N 38°01'20" W a distance of 376.28 feet to the right-of-way line of Quay Assisi Road, a 60 foot right-of-way as now established; thence run along the right-of-way line of said Quay Assisi Road the following courses and distances: S 51°58'40" W a distance of 400.00 feet; thence S 38°01'20" E a distance of 376.28 feet to the point of beginning, containing 6.12 acres.
TOGETHER with all riparian and littoral rights thereunto appertaining.

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SCHEDULE "B"

The following lots have balconies which will encroach upon the air space above the designated adjoining lot and easement is hereby granted over said air space of the adjoining lot for the balcony encroachment which shall not exceed four (4) feet:

- The balcony of the unit contained in Lot 1 encroaches over Lot 2
- The balcony of the unit contained in Lot 6 encroaches over Lot 5
- The balcony of the unit contained in Lot 7 encroaches over Lot 8
- The balcony of the unit contained in Lot 10 encroaches over Lot 9
- The balcony of the unit contained in Lot 11 encroaches over Lot 12
- The balcony of the unit contained in Lot 16 encroaches over Lot 15
- The balcony of the unit contained in Lot 17 encroaches over Lot 18
- The balcony of the unit contained in Lot 20 encroaches over Lot 19
- The balcony of the unit contained in Lot 21 encroaches over Lot 22
- The balcony of the unit contained in Lot 26 encroaches over Lot 25
- The balcony of the unit contained in Lot 47 encroaches over Lot 48
- The balcony of the unit contained in Lot 52 encroaches over Lot 51
- The balcony of the unit contained in Lot 53 encroaches over Lot 54
- The balcony of the unit contained in Lot 57 encroaches over Lot 58
- The balcony of the unit contained in Lot 62 encroaches over Lot 61
- The balcony of the unit contained in Lot 66 encroaches over Lot 65
- The balcony of the unit contained in Lot 67 encroaches over Lot 68
- The balcony of the unit contained in Lot 72 encroaches over Lot 71

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SCHEDULE "C"

The following lots have buildings upon them which encroach onto the Common Area, Lots 30 and 43 encroach into the Common Area as shown on Exhibit "B" attached hereto.

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AMENDMENT
TO
DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS REGARDING VENETIAN VILLAS

THIS AMENDMENT to the Declaration is made by Regency Development Corporation, the developer.

Article I, Section 1, is hereby amended to read as follows:

"Section 1. "Association" shall mean and refer to VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC., a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, its successors and assigns".

Article VI, Section 3, is hereby amended to read as follows:

"Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot by Developer to an owner, the maximum annual assessment, per lot, shall be the sum of \$360.00."

The Declaration recorded in Official Records Book 2404, Pages 1561-1588, shall remain in full force and effect except as/amended herein.

Dated this 3rd day of December, 1982.

REGENCY DEVELOPMENT CORPORATION,
By Morris A. Stein
MORRIS A. STEIN, President

Attest: Charles A. Hall
Charles A. Hall, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

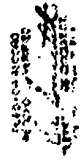
Before me personally appeared MORRIS A. STEIN and CHARLES A. HALL, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as president and secretary of the above named Regency Development Corporation, and severally acknowledged to and before me that the executed such instrument as such president and secretary respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 3rd day of December, 1982.

[Signature]
Notary Public

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SECOND AMENDMENT

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

TO

036027

DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS
REGARDING VENETIAN VILLAS

FILED FOR RECORD
RECORD VERIFIED

THIS SECOND AMENDMENT to the Declaration is made by

Regency Development Corporation, the developer.

APR 18 8 17 AM '85

Article I, Section 7, is hereby amended to add the following words:

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

"Section 7. "Lot". Lots are those lots that have been depicted on the plat of Venetian Villas as it is recorded in Map Book 38, Pages 13 and 14 of the Public Records of Volusia County, Florida, and as depicted in Venetian Villas Block A, Replat, as it is recorded in Plat Book 40, Page 8, Public Records of Volusia County, Florida."

Article I, Section 4 is hereby amended to add the following words:

"Section 4. "Common area". Common area is that property depicted as common area on that map of Venetian Villas as it is recorded in Map Book 38, Pages 13 and 14, Public Records of Volusia County, Florida, and that property depicted as common area on that plat of Venetian Villas Block A Replat, as it is recorded in Plat Book 40, Page 8, Public Records of Volusia County, Florida."

The Declaration recorded in Official Records Book 2404, Pages 1561-1588, and amendment thereto recorded in Official Records Book 2406, Page 566, Public Records of Volusia County, Florida, shall remain in full force and effect except as herein amended.

DATED this 7th day of February 1985.

THIS INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS 7th day of February,
1985

REGENCY DEVELOPMENT CORPORATION

[Signature]
Agent

By: *[Signature]*
Morris A. Stein, President

[Signature]
Charles A. Hall, Secretary

We, the undersigned, holders of a mortgage, consent to the amendment as set forth herein.

(SEAL)

FEB 7 1985

CANADIAN IMPERIAL BANK OF COMMERCE Canadian Imperial Bank

[Signature]
Vice President

By: _____

[Signature]
Vice President

[Signature]
Paul Roth

[Signature]
Michael Wynston

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VOLUSIA COUNTY FLORIDA

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AMENDED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

REGARDING VENETIAN VILLAS

Nov 18 10 20 AM '85

De. L. ...

THIS AMENDED DECLARATION, is made by Regency Development Corporation, a Florida Corporation, hereinafter called "Developer". It amends and supercedes that Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Venetian Villas heretofore recorded in Official Records Book 2404, Pages 1561 to 1588, inclusive, Public Records of Volusia County, Florida, and those amendments recorded in Official Records Book 2406, Page 0566 and Official Records Book 2674, Page 0156, Public Records of Volusia County, Florida.

W I T N E S S E T H :

WHEREAS, Developer is one of the owners and is agent for all the other owners of that real property situate in Volusia County, Florida, described in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, Developer desires to impose a common plan of development on all said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof;

NOW, THEREFORE, Developer hereby declares that all of the said real property described in Exhibit "A" attached hereto and hereby incorporated by reference shall be held, sold, and conveyed subject to the following easements, conditions, covenants, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the said real property and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, personal representatives, successors, and assigns; and which shall inure to the benefit of the Association and each Owner thereof, as said terms are hereinafter more particularly defined.

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ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1. "Access Court Yards" shall mean those access courtyards and parking areas that are appurtenant to the lots. The access courtyards shall be considered limited common areas in that their primary purpose shall be for the use of lot owners appurtenant thereto, to provide access to the lots, parking, drainage and may also include areas set aside for the trash and garbage disposal and mail boxes for the use of the appurtenant lot owners; however, the upkeep and maintenance of any access courtyard shall be the responsibility of the Association.

Section 2. "Association" shall mean VENETIAN VILLAS OWNERS' ASSOCIATION, INC., a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 3. "Common Area" is that property depicted as common area on that map of Venetian Villas as it is recorded in Map Book 38, Pages 13 and 14, Public Records of Volusia County, Florida, and that property depicted as common area on the plat of Venetian Villas Block A replat, as it is recorded in Plat Book 40, Page 8, Public Records of Volusia County, Florida.

Section 4. "Developer" shall mean and refer to Regency Development Corporation, its successors and assigns. The holder of a mortgage from the Developer who acquires title by foreclosure or a deed in lieu of foreclosure may elect to be a Developer by recording an instrument evidencing such election and executed with the formality of a deed in the Public Records of Volusia County, Florida. Such election shall not obligate the mortgage holder to those obligations of Developer set forth in Article V hereof.

Section 5. "Docking Facilities" are those docking facilities that have been made available by the Developer. They shall be sold separately and at such additional cost as set by the Developer, and on a first come, first served basis, to lot owners. Once sold, the docking facilities shall be considered as personalty appurtenant to a particular lot and may not be assigned, sold or sub-let by the owner

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thereof, other than to another lot owner, unless sold, assigned or sublet along with the particular lot to which the docking facility is appurtenant. Notwithstanding anything to the contrary in this section, and until eighty per cent of the lots have been sold by the Developer, the Developer shall have the right to rent the docking facilities to non-lot owners. The maintenance and upkeep of the docking facilities shall be the responsibility of the several owners of the docking facilities. Roofs and/or hoists shall not be allowed as docking facilities.

Section 6. "Lot" shall mean those lots that have been depicted on the plat of Venetian Villas as it is recorded in Map Book 38, Pages 13 and 14, of the Public Records of Volusia County, Florida, and as depicted in Venetian Villas Block A, replat, as it is recorded in Plat Book 40, Page 8, Public Records of Volusia County, Florida. Lots shall not include common areas or limited common areas, if any.

Section 7. "Mortgage" shall mean any mortgage, deed of trust, or other instrument transferring any interest in any Lot, or any portion thereof, as security for the performance of any obligation.

Section 8. "Mortgagee" means any person named as the obligee under any mortgage, as hereinabove defined, or any successor in interest to such person under such mortgage.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property, but excludes those having an interest merely as security for the performance of an obligation.

Section 10. "Person" means any natural person or artificial legal entity.

Section 11. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, including lots and appurtenances, common areas and access courtyards.

Section 12. "Recorded" means filed for record in the Public Records of Volusia County, Florida.

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Section 13. "The Work" means the initial development of the Properties as a residential community by the construction and installation thereon of streets, buildings, and other improvements by the Developer.

Section 14. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa, and the use of one gender shall include all genders; and the use of the term "including" shall mean "including", without limitation. This Amended Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be considered as appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless and instrument agreeing to such dedication or transfer, executed by two-thirds (2/3) of each class of members as there are at that time

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has been recorded.

(d) The right of the Association to impose reasonable charges and fees for the upkeep of the common areas and access courtyards, to provide for adequate utilities within the common areas and access courtyards, and to provide for such other services as should be deemed advisable and advantageous for the lot owners as a whole.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws of the Association, his right of enjoyment to the common area, any limited common areas and access courtyards to members of his family, his tenants, or contract purchasers, who reside on the property.

Section 3. Owner's Other Easements. Each Owner shall have an easement for pedestrian ingress and egress over and across the common area for access to his Lot, and shall have the right of an exclusive easement, shared with other adjacent lot owners, appurtenant to the particular access courtyard, for pedestrian and vehicular ingress and egress. Each owner shall have an easement to use for guest parking purposes any area so designated within the common area for such purposes. Each Owner shall have an easement and right to use such area within a common area as may be set aside and designated for use for garbage and trash disposal and for mail boxes. All such rights and easements granted by this Amended Declaration shall be appurtenant to, and pass with, title to each Lot. Easements for balconies over adjoining Lots are set forth in Exhibit "B" attached hereto.

Section 4. Antennas. No television or radio masts, towers, poles, antennas, aerials, wires, or appurtenances thereto shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the exterior of said Lot. Without limitation of the foregoing, all television antennas shall be erected and maintained completely inside the improvement on each Lot and shall be of an "attic type" or other such type as may, from time to time, be permitted under the Association's rules and regulations.

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Section 5. Garage Doors. It is the intent that garage doors shall not be kept open in such a manner that the interior of the garage will be exposed to the general public or to other lot owners for any more time than is necessary. Therefore, garage doors shall be open only for purpose, and for the time necessary, to gain entry or exit from the garage with a vehicle or any other item of personalty.

Section 6. Use of Unit. Each lot shall be used for single-family purposes only and no trade or business of any kind shall be carried on therein except upon the written consent of the Association and under such conditions as the Associations shall determine. The lease or rental of a Lot for single-family residential purposes shall not be construed as a violation of this restriction.

Section 7. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area except upon the prior written consent of the Association, except as specifically provided herein to the contrary. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the written consent of the Association.

Section 8. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any portion of the Property that would result in the increase of the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association, but for such activity, would pay, without the prior written consent of the Association. Likewise, nothing shall be done or kept on any of the Property which would be in violation of any state statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the common area, access court-yards or any part thereof, or of the exterior of any Lot or building thereon shall be committed by any owner or any tenant or invitee of any owner; and each owner shall indemnify and hold

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the Association and other owners harmless against all loss resulting from such loss or waste caused by him or his tenant or invitees. No noxious, destructive or offensive activity shall be permitted on any lot or in the common area or any part thereof or in any access courtyard, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person any time lawfully residing on the Property.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any lot or the common area or access courtyards without the prior written consent of the Association, except customary name and address signs.

Section 10. Clothes Lines Prohibited. No owner shall permit any clothes lines to be displayed on any lot or the common area upon which the articles of clothing are hung.

Section 11. Parking. No Owner shall park, store, keep, repair or restore any boat or trailer anywhere upon the Property, except in an enclosed garage. An automobile, motorcycle or truck, not exceeding 1/2 ton capacity, may be parked on the driveway portion of a lot. This prohibition, however, shall not prohibit an Owner from maintaining a boat within his designated slip. Use of all guest parking areas in the common area shall be subject to such rules and regulations as may, from time to time, be adopted by the Association.

Section 12. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any or the Property, except that dogs, cats and other customary household pets, not in excess of twenty pounds, may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose. The Association may prohibit the keeping of any pet anywhere on the Property which the Association reasonably determines may constitute a threat to the safety or health or well-being of

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of persons lawfully upon the Property. All Owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Property and relating to animals.

Section 13. Rubbish. No rubbish, trash, garbage or other waste materials shall be kept or permitted upon any lot except inside the improvements on each lot. Rubbish, trash, garbage or other waste materials shall be kept for pick-up only in designated areas in the common area or access courtyards and shall be placed in sanitary containers approved by the Association.

Section 14. Mail Boxes. Mail boxes shall be placed only in designated areas in the common area or access courtyards.

Section 15. Alterations on Exterior of Building Prohibited. No exterior alterations of any building on any lot, including painting, shall be permitted except upon the written consent of the Association.

Section 16. Provisions Inoperative as to Initial Construction. Nothing contained in this Amended Declaration shall be interpreted or construed to prevent the Developer, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Property owned or controlled by the Developer, its transferees, whatever the Developer determines to be reasonably necessary or advisable in connection with the completion of the Project; including, with limitation:

(a) Erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of the Developer's business of completing the Project and establishing the Property as a residential community and disposing of the same in parcels or lots by sale, lease, or otherwise; or

(b) Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of the Property in parcels or lots.

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In addition to the above, the Developer retains the right, until eighty percent (80%) of the lots have been sold, to utilize the Club House as a sales office.

As used in this Section, the term "transferees" specifically does not include purchasers of Lots improved as completed residents.

Section 17. Rules and Regulations. No owner shall violate the rules and regulations for the use of the common areas and access courtyard, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this article shall be self-executing without implementation by rules and regulations; but the foregoing shall not be construed as an implied prohibition against the Association's extending the scope of such prohibitions and restrictions by, from time to time, adopting rules and regulations consistent with this Amended Declaration.

Section 18. Ownership Rights Limited to Those Enumerated. No transfer of title to any lot shall pass to the owner thereof, any rights in and to the common area or access courtyards except as are expressly enumerated in this Amended Declaration. No conveyance shall be construed as passing any right, title and interest in and to the Co-mon Area except as expressly provided for in this Amended Declaration.

Section 19. City Access and Utilities Easements. The Developer grants to the City of New Smyrna Beach, Florida, easement in, to and upon the Property for the purpose of providing municipal services, including, but not limited to, fire and police protection and garbage and trash collection; and the Developer grants to the New Smyrna Beach Utilities Commission easements in, to and over the Property for the purpose of furnishing and making repairs to and replacement upon utilities, including but not limited to electricity, water and sewer.

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Section 20. Recreational Facilities. The Recreational facilities shall consist of a pool and recreation building, and shall be considered as a portion of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot that is subject to assessment shall be a member of the Association. If title to a lot is held by more than one person, each of the persons shall be members. An owner of more than one lot shall be entitled to one membership for each lot owned by him. Each membership shall be appurtenant to the lot upon which it is based and shall be transferred automatically by conveyance of that lot. No person or entity, other than an owner or developer, may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a lot; provided, however, the foregoing shall not be construed to prohibit the assignment of a membership and voting rights by an owner who is a contract seller to his vendee in possession.

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

(a) Class A. Class A members shall be lot owners and shall be entitled to one (1) vote for each lot owned; provided, however, so long as there is Class B membership, Developer shall not be a Class A member. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. There shall be no split vote. Prior to the time of the meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the secretary of the Association in order to be entitled to vote

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at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B member shall be the Developer who shall be entitled to one (1) vote for each lot owned by the Developer. At such time as eighty percent (80%) of the lots have been sold and conveyed by the Developer, the Class B membership shall cease and shall automatically be converted to Class A membership.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-laws of the Association; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein. In the event of any conflict between this Amended Declaration and the Articles of Incorporation or by the By-laws, this Amended Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area and Access Courtyards. The Association, subject to the rights of the owners set forth in this Amended Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and the access courtyards and improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair. Without limiting the generality of the foregoing, the Association shall be specifically responsible for:

(a) maintenance or replacement of any trees, shrubs or landscaped areas installed or created by the Developer, as part of the Project;

(b) maintenance, repair, replacement of any lighting fixtures, mail boxes, garbage and trash disposal dumpsters or cans;

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(c) maintenance, repair or replacement required because of occurrence of any fire, wind, vandalism or other casualty;

(d) maintenance, repair or replacement of any recreation facility or any part thereof;

(e) maintenance, repair and replacement of any furnishings, in, to and upon any lot that is owned by the Association for use by a manager or other administrative personnel.

Section 2. Exterior Maintenance of Lots. In addition to maintenance of the Common Area and Access Courtyards, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, and walks installed by the Developer as part of the Project, and replacement thereof except as hereafter expressly limited. The Association shall maintain, but not be required to replace any driveway installed by the Developer as part of the Project. The Association's duty of exterior maintenance shall not extend to, nor include any of the following:

(a) mowing of any lawn area or landscaping upon any lot;

(b) maintenance, repair or replacement of glass surfaces or screening;

(c) replacement of exterior doors, including garage doors and patio gates;

(d) maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, or other casualty. Maintenance, repair or replacement, or insurance therefor, as the case may be, of any of the foregoing excluded items, shall be the responsibility of each owner. Should any owner neglect or fail to maintain, repair or replace, as the case may be, any of the foregoing excluded items, then the Association, after approval by a two-thirds (2/3) vote of its board of directors, may maintain,

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repair or replace the same, as the case may be, at such owner's expense; and the cost thereof shall be added to and become a part of the assessment against such owner's lot. If the need for any maintenance, repair or replacement, as the case may be, pursuant to this section, is caused by the wilful negligent act of any owner, or any member of any owner's family or household, or any owner's invitee or tenant, or any member of such tenant's family or household, then the cost thereof shall be added to and become a part of the assessment against such Owner's lot. The Association additionally shall be subrogated to the rights of each owner with respect to damage caused by any invitee, tenant, or member of such tenant's family or household.

Section 3. Right of Entry. The Association, through its employees, contractors and agents, is hereby granted a right of entry into an upon each lot to the extent reasonably necessary to discharge the Associations's duties of exterior maintenance and for any other purpose reasonably related to the Associations's performance of any duty imposed or exercise of any right granted, by this Amended Declaration, including, without limitation, the discharge of any duty of maintenance or replacement, or both, imposed upon the owenr. Such right of entry shall be exercised in a peaceful and reasonable manner at all reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any lot shall not be made without the consent of the owner or occupant thereof except when such entry is reasonably necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any persons lawfully upon the property or of any person's property. An owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the fore-going Sections of this Article, provided such entry is made upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

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Section 4. Services for Association. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Amended Declaration.

Section 5. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all lots, when such services are not available from the City of New Smyrna Beach, Florida. Any owner additionally may voluntarily contract with the Association for the Association to perform or cause performance of any service benefiting such owner's lot at the cost and expense of such owner. All sums due the Association pursuant to such contract shall be added to and become a part of the assessment against such owner's lot. Notwithstanding the foregoing, the Association may not contract with any owner to provide any services at such owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

Section 6. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's by-laws.

Section 7. Rules and Regulations. The Association may from time to time adopt, alter, amend and rescind reasonable rules and regulations governing the use of lots and of its common area and access courtyards, which rules and regulations shall be consistent

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with the rights and duties established by this Amended Declaration. Likewise, the Association, from time to time, may adopt, alter and amend reasonable rules and regulations governing the use of and placement of and extent of the docking facilities, provided, however, that such rules and regulations shall not substantially interfere with the rights in and usage of the docking facilities by the owners thereof.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Amended Declaration, its Articles of Incorporation, or By-Laws, and every other right or privilege to be granted herein or reasonable necessary to effectuate the exercise of any right or privilege granted herein.

Section 9. Restriction on Capital Improvements. Except for replacement or repair of those items installed by the Developer as part of the Project, and except for personal property to be related to the maintenance of the common area and access courtyards, the Association may not authorize capital improvements to the common area and/or the access courtyards, unless written approval is obtained from two-thirds (2/3) of the owners.

ARTICLE V

OBLIGATION OF DEVELOPER

Section 1. Duty to Construct Improvements. The Developer agrees to construct improvements on each lot in accordance with the terms and conditions called for in the contract for sale and purchase and the specifications for improvements pertaining to that particular lot. In addition, the developer has constructed such common areas and limited common areas and improvements thereon as will properly provide for the services and amenities for the various lot owners. In no case, and under no circumstances, shall there be an agreement between the Developer and the lot owner that construction of any building or improvement upon the said lot shall commence later than one year from transfer by the Developer to Owner of title to the particular lot.

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ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation for Assessment. Each owner of each lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided; and (3) special assessments against any particular lot which are established pursuant to the terms of this Declaration; and (4) all excise taxes, if any, which may be imposed on all or any portion of the foregoing. All such assessments, together with interest and all costs and expenses of such collection, including reasonable attorney's fees, shall be a charge upon the lot and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and general welfare of the residents of the Property; for the improvement and maintenance of the common area and the access courtyards, and of the exterior of the buildings situated upon the Property; for payment of all taxes assessed to the Association, if any, in respect to the Common Area and Access Courtyards, or the improvements of personal property thereon, and for utilities charges thereon; and for the Association's general activities and operations in promoting the recreation, health, safety, and general welfare of the residents in the Property.

Section 3. Annual Assessment. The annual assessment at the present time, is the sum of \$600.00.

(a) From and after January 1 of each year the annual assessment

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may be increased during that year to reflect the increase, if any, in the Consumer Price Index for all items published by the Bureau of Labor Statistics of the United States Department of Labor; or, if publication of said Index is discontinued, in the most nearly comparable successor Index thereto. No decrease in the annual assessment shall be required because of any decrease in the Consumer Price Index.

(b) From and after January 1 of each year, the annual assessment may be increased by more than the increase in the Consumer Price Index, as hereinabove provided, by vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the amount set forth herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement upon the common area or access courtyards, including fixtures and personal property related thereto, or the Property, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of voting members who are voting in person or by proxy at a meeting duly qualified for that purpose.

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum for the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the

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preceding meeting.

Section 6. Uniform Rate of Assessment. Both special assessments for capital improvements, and annual assessments, may be fixed at a uniform rate for all lots and may be collected on a monthly basis; provided, however, the foregoing requirement of uniformity shall not prevent special assessments against any particular lot which are established pursuant to the terms of this Declaration; and provided further that the uniform rate of assessments shall not apply to lots owned by the Developer, unless and until eighty percent (80%) of all the lots have been sold by the Developer.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision in this Declaration, or the Association's Articles of Incorporation, or By-Laws to the contrary, and for as long as there is a Class A membership and a Class B membership, the annual assessment against any lot owned by the Developer that has been completed by the erection of a townhouse or a villa, in the Association, shall be fixed by the Board of Directors annually in an amount not less than twenty-five percent (25%) nor more than one hundred percent (100%) of the amount hereinabove established against lots owned by the Class A members of the Association, and in the event income from the assessment of all classes is less than expenses and the Class B membership has been assessed at less than one hundred percent (100%) of the Class A membership assessment, the Class B membership assessment may be increased upward but not to exceed one hundred percent (100%) of the Class A membership assessment to correct the deficiency before any special assessments can be levied.

Upon termination of the Class B membership of the Association, as hereinabove provided, the annual assessment against any lot in which the Developer shall be twenty-five percent (25%) of the amount herein established against lots owned by Class A members of the Association, other than the Developer. Upon transfer of title of a Developer-owned lot to an owner, such lot shall be assessed in the amount established against lots owned by the Class A members of the Association, pro-rated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those lots from which the Developer derives any

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income or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as hereinabove established for lots owned by Class A members of the Association, pro-rated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Notwithstanding any of the foregoing, and with regard to vacant lots owned by the Developer, the Developer shall be responsible only for the actual cost of maintaining each uncompleted lot.

Section 8. Monthly Payments of Annual Assessments. Annual and special assessments may be collected on a monthly basis, on the first day of the month. Written notice of the annual assessment, or of a special assessment, shall be sent to every owner subject thereto. The owner shall, upon demand, and for a reasonable charge, be entitled to a certificate signed by an officer of the Association, setting forth whether the assessments against the specific lot have been paid, and, if not, the amount of delinquency thereof.

Section 9. Liens for Assessments. All sums assessed to any lot pursuant to this Declaration, together with interest, at the highest legal rate of interest, including reasonable attorney's fees, shall be secured by a lien on such lot in favor of the Association. Except for liens secured by a first mortgage, all other lienors acquiring liens on any lot after recordation of this Amended Declaration in the Public Records of Volusia County, Florida, shall be deemed to have consented that such liens shall be inferior to the liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Amended Declaration in the Public Records of Volusia County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien hereby created in favor of the Association and the priority thereof and shall place upon each such purchaser or creditor, other than a first mortgagee, the duty of inquiring of the Association as to the status of assessments against any lot within the Property.

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Section 10. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the highest legal rate of interest. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the common area or access courtyards, or abandonment of his lot. A suit to recover a monthly judgment for unpaid assessments hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

Section 11. Foreclosure. Liens for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien foreclosed. The owner shall also be required to pay to the Association any assessments against the lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Association shall have the right to bid at the foreclosure or other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the court ordering the same may, in its discretion, enter a personal judgment against the owner thereof for such deficiency in the same manner as is provided for foreclosure of mortgages in the State of Florida.

Section 12. Homesteads. By acceptance of a deed, the owner of each lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration

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are for the improving and maintenance of any homestead maintained by such owner on such owner's lot.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of any such mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any encumbrancer of a lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such encumbrancer a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the lot; provided, however, that such encumbrancer first shall have furnished to the Association written notice of the existence of the encumbrance, which notice shall designate the lot encumbered by a proper legal description and shall state the address to which notice is pursuant to this Section shall be given the encumbrancer. Any encumbrancer holding a lien on a lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VII

PARTY WALL

Section 1. General Rules to Apply. Each wall such as is built as a part of the original construction of the buildings upon the Property and placed on the dividing line between the lots, shall constitute a party wall, and, to the extent inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts

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or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any owner who has used the wall may restore it; and, if the owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such owner to call for larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right of Contribution Runs with the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Notwithstanding any other provision in this Declaration, the Developer retains the sole and exclusive right to maintain Architectural Control and Cost Control of the improvement situated on each lot until such time as each and every lot within the Property has had a building constructed thereon, unless waived by Developer.

ARTICLE IX

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. Annexation Without Association Approval. If the

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Developer shall hereafter acquire title to any other property adjacent to the property described in Exhibit "A", the Developer, subject to the governing provisions of this Declaration, and without the consent of Class A members, annex any additional property which, upon acquisition and annexation shall become subject to the provisions of the Declaration upon the recording of an appropriate Amendment hereto executed by the Developer, or upon the recording of a map or plat in accordance with Chapter 177, Florida Statutes, and such annexation may be accomplished without the consent of any person deriving title through the Developer.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. In the event that the Association enforces the provisions hereof against any owner, the cost and expenses of such enforcement, including a reasonable attorney's fee, may be assessed against such owner's lot as a special assessment pursuant to the provisions hereof. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at a future time.

Section 2. Severability. The invalidation of any one of these covenants or restrictions by court judgment or court order shall in no way affect the remaining provisions of this Amended Declaration, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Amended Declaration shall run with and be binding upon the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Amended Declaration, for a period of thirty (30) years from the date this Amended Declaration is recorded, after which time said covenants

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shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, by the Developer, at any time, without the necessity of obtaining consent of anyone, up until such time as the Class B membership is converted to Class A membership. Thereafter, this Declaration may be amended by not less than seventy-five per cent (75%) of the lot owners.

Section 4. Effective Recording. Any lot situated within the property described in Exhibit "A" shall be deemed to be "subject to assessment", as such term used in this Declaration or in the Association's Articles of Incorporation or By-Laws, upon recording of this Amended Declaration; and any lot annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon the recording of the amendment to this Declaration annexing the same, or upon the recordation of a plat of any annexed property.

Section 5. Dedications. The Developer has dedicated streets and roads within the Property to the public use. The terms of this Amended Declaration shall not apply to the areas so dedicated to the extent that the provisions of this Amended Declaration are inconsistent with such dedication.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed this 20th day of August, 1985.

REGENCY DEVELOPMENT CORPORATION, a
Florida Corporation

BY: Morris A. Stein
Morris A. Stein, President

Attest:

Charles A. Hall
Charles A. Hall, Secretary

(Corporate Seal)

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STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority duly authorized by law to administer oaths and take acknowledgments, did appear MORRIS A. STEIN and CHARLES A. HALL, President and Secretary, respectively, of Regency Development Corporation, a Florida Corporation, who, after being duly sworn did depose and say that they executed the above ^{Amended} and foregoing Declaration for the purposes therein expressed and that their act and deed is the act and deed of the said corporation.

Morris A. Stein
Morris A. Stein

Charles A. Hall
Charles A. Hall

Sworn to and subscribed before me
this 20th day of August, 1985.

Charles E. Christie
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 20, 1982
Sealed This Day with my hand and seal



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EXHIBIT "A"

A portion of the unplatted part of Township 17 South, Range 34 East, and a replat of a portion of Lots 8 and 9, Block 1, North Causeway Subdivision, as recorded in Map Book 11, Page 209, of the Public Records of Volusia County, Florida, more particularly described as follows:

From the Northwest corner of said Lot 6, Block 1, said North Causeway Subdivision, run N 51° 58' 40" E along the North line of said Block 1 a distance of 400 feet for the point of beginning; thence departing the North line of said Block 1, run S 38° 01' 20" E along the West line of said Lot 8 a distance of 295.63 feet to a point 200 feet North of the North right-of-way as now established; thence departing the West line of said Lot 8, run N 50° 31' 06" E, parallel with the North right-of-way of said North Causeway a distance of 400.13 feet to the East line of said Lot 9; thence N 38° 01' 20" W along the East line of said Lot 9 a distance of 285.44 feet to the Northeast corner of said Lot 9; thence departing the North line of said Block 1, continue N 38° 01' 20" W a distance of 376.28 feet to the right-of-way line of Quay Assissi Road, a 60 foot right-of-way as now established; thence run along the right-of-way line of said Quay Assissi Road the following courses and distances: S 51° 58' 40" W a distance of 400 feet; thence S 38° 01' 20" E a distance of 376.28 feet to the point of beginning, containing 6.12 acres.

TOGETHER with all riparian and littoral rights thereunto appertaining.

Venetian Villas consist of that property depicted on the plat of Venetian Villas as it is recorded in Map Book 38, Pages 13 and 14 of the Public Records of Volusia County, Florida, and as depicted in Venetian Villas Block A replat, as it is recorded in Plat Book 40, Page 8, Public Records of Volusia County, Florida.

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EXHIBIT "B"

The following lots have balconies which will encroach upon the air space above the designated adjoining lot and an easement is hereby granted over said air space of the adjoining lot for the balcony encroachment, which shall not exceed four (4) feet:

- The balcony of the unit contained in Lot 20 encroaches over Lot 19
- The balcony of the unit contained in Lot 21 encroaches over Lot 22
- The balcony of the unit contained in Lot 26 encroaches over Lot 25
- The balcony of the unit contained in Lot 47 encroaches over Lot 48
- The balcony of the unit contained in Lot 52 encroaches over Lot 51
- The balcony of the unit contained in Lot 53 encroaches over Lot 54

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EXHIBIT "C"

BY-LAWS
OF
VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC.
A
FLORIDA CORPORATION NOT FOR PROFIT

ARTICLE ONE

NAME AND LOCATION. The name of the corporation is VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 400 Canal Street, New Smyrna Beach, Florida, but meetings of members and directors may be held at such place within the State of Florida, County of Volusia, as may be designated by the Board of Directors.

ARTICLE TWO

DEFINITIONS

Section 1. "Association" shall mean and refer to VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Access Court Yards" shall mean that real property owned by the Association, but held for use for ingress, egress and parking by lot owners appertenant to said limited common area.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security

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for the performance of an obligation.

Section 7. "Declarant" or "Developer" shall mean and refer to REGENCY DEVELOPMENT CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant or Developer for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, in and for Volusia County, Florida.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE THREE

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of _____ o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE FOUR

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting

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which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors

ARTICLE FIVE

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret 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.

ARTICLE SIX

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE SEVEN

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE EIGHT

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or

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otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

ARTICLE NINE

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE TEN

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE ELEVEN

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments

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which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE TWELVE

The Association shall have a seal in circular form having within its circumference the words: Venetian Villas Unit Owners Association, Inc.

ARTICLE THIRTEEN

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present, in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE FOURTEEN

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC., have hereunto set our hands this 27th day of April, 1981.

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Charles A. Hall

CHARLES A. HALL

Morris Stein

MORRIS STEIN

Donald P. Testa

DONALD P. TESTA

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me personally appeared, CHARLES A. HALL, MORRIS STEIN and DONALD P. TESTA, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 27th day of April, 1981.

Linda D. Rehkopf

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 26, 1983
Bonded By American Fidelity Company

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CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the
VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC., a Florida Corporation,
and,

THAT the foregoing By-Laws constitute the original By-
Laws of said Association, as duly adopted at a meeting of the Board
of Directors thereof, held on the 27th day of April
1981.

IN WITNESS WHEREOF, I have hereunto subscribed my name
and affixed the seal of said Association this 27th day of
April, 1981.

Secretary



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I certify that the attached is a true and correct copy of Amended Articles of Incorporation of VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC., a Florida corporation, filed on February 8, 1983, as shown by the records of this office.

The charter number of this corporation is 757754.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 9th day of February, 1983.



George Firestone
Secretary of State

CFR 101

27530198

BOOK PAGE
VOLUME COUNTY

EXHIBIT "D"

AMENDED

ARTICLES OF INCORPORATION

OF

VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC.

A

FLORIDA CORPORATION NOT FOR PROFIT

FILED
FEB 8 12 19 PM '83
SECRETARY OF STATE
TALLAHASSEE FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned being the sole member of the Venetian Villas Unit Owners Association, Inc., files this Amended Articles of Incorporation for the purpose of amending Articles Two, Three, Four and Seven.

ARTICLE ONE

The name of the corporation is VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE TWO

The principal office of the Association is located at 105 Quay Assisi, New Smyrna Beach, Florida.

ARTICLE THREE

Charles A. Hall, whose address is 417 Canal Street, New Smyrna Beach, Florida, 32069, is the registered agent of this Association.

ARTICLE FOUR

This association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and aesthetics of the residence lots, the common area and access court yards within that certain tract of property described as:

27530199

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A portion of the unplatted part of Township 17 South, Range 34 East, and a replat of a portion of Lots 8 and 9, Block 1, North Causeway Subdivision, as recorded in Map Book 11, Page 209 of the Public Records of Volusia County, Florida, more particularly described as follows:

From the Northwest corner of said Lot 6, Block 1, said North Causeway Subdivision, run N 51°58'40" E along the North line of said Block 1 a distance of 400.00 feet for the point of beginning; thence departing the North line of said Block 1, run S 38°01'20" E along the West line of said Lot 8 a distance of 295.63 feet to a point 200 feet North of the North right-of-way of North Causeway (State Road 44) a 200 foot right-of-way as now established; thence departing the West line of said Lot 8, run N 50°31'06" E, parallel with the North right-of-way of said North Causeway a distance of 400.13 feet to the East line of said Lot 9; thence N 38°01'20" W along the East line of said Lot 9 a distance of 285.44 feet to the Northwest corner of said Lot 9; thence departing the North line of said Block 1, continue N 38°01'20" W a distance of 376.28 feet to the right-of-way line of Quay Assisi Road, a 60 foot right-of-way line of said Quay Assisi Road the following courses and distances: S 51°58'40" W a distance of 400.00 feet; thence S 38°01'20" E a distance of 376.28 feet to the point of beginning, containing 6.12 acres.
TOGETHER with all riparian and littoral rights thereunto appertaining.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court in and for Volusia County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expense incident to or governmental

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BOOK VOLUSI

charges levied or imposed against the property of the Association;

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

(d) borrow money, and with assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE FIVE

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest

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merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE SIX

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following event:

When the total votes outstanding in Class A Membership equals or exceeds the total votes outstanding in the Class B membership.

ARTICLE SEVEN

The initial affairs of this Association shall be managed by a board of three directors, who need not be members of the Association. From and after all Class B membership shall have ceased and shall have been converted to Class A membership, then the number of directors shall be increased to nine (9) who shall be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

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Morris Stein	President	9 Ormsby Crescent Toronto M5P 2V2 Canada
Charles A. Hall	Vice- President	417 Canal Street New Smyrna Beach, Florida 32069
W. Wayles/Ashworth	Secretary- Treasurer	105 Quay Assisi New Smyrna Beach, Florida 32069

At the first annual meeting after all Class B members have become Class A members, the said Class A members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

ARTICLE EIGHT

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the association, other than incident to a merger or consolidation, the assets of the association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. The bylaws may be adopted, altered or rescinded by the Board of Directors.

ARTICLE NINE

The corporation shall exist perpetually.

ARTICLE TEN

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

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VOLUSIA COUNTY
FLA.

IN WITNESS WHEREOF, for the purpose of amending the
Articles of Incorporation, I, the undersigned, being the sole
member of the corporation, has executed these Amended Articles
of Incorporation, this 29th day of ~~August~~ ^{September}, 1982.

Morris Stein
Morris Stein

Wayles W. Ashworth

STATE OF FLORIDA

COUNTY OF VOLUSIA

9 Ormsby Crescent
Toronto M5P 2V2 Canada

105 Quay Assisi
New Smyrna Beach, FL 32069

Wayles W. Ashworth
Before me, personally appeared MORRIS STEIN, to me well
known and known to me to be the person described in and who
executed the foregoing instrument and acknowledged before me
that they executed said instrument for the purposes therein
expressed.

WITNESS my hand and official seal this 29th day of
September
~~August~~, 1982.

Sam J. D... ..
Sam J. D... ..
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 20, 1983
Issued by American Title & Casualty Company

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VOLUME

A F F I D A V I T

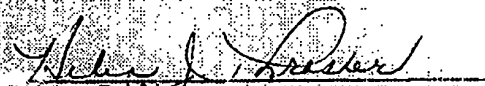
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, an officer duly authorized to administer oaths and take acknowledgments, did appear MORRIS STEIN, President of Venetian Villas Unit Owners' Association, Inc., a corporation not for profit, who after being duly sworn by me states that he has caused the Articles of Incorporation of Venetian Villas Owners' Association to be filed with the Secretary of State, State of Florida, the charter has been assigned #757754. The said charter was filed on April 27, 1981. The amended Articles of Incorporation attached hereto is the first and only amendment to the said charter to date.

FURTHER DEPONENT SAYETH NOT.


Morris Stein

Sworn to and subscribed before
September
me this 29 day of August, 1982.


Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 20, 1983
Bonded By American Title & Casualty Company

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EXHIBIT "E"

ESTIMATED OPERATING BUDGET
VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC.

NOVEMBER 1984 - OCTOBER 31, 1985

	<u>MONTHLY</u>	<u>YEARLY</u>
A. Real Estate Taxes on Common Property	\$1,250.00	\$15,000.00
B. Utilities	1,250.00	15,000.00
C. Maintenance, pest control and ground and building maintenance	666.67	8,000.00

The estimated monthly charge per unit is \$50.00 per unit,
per month.

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PROSPECTUS
FOR
VENETIAN VILLAS
A TOWNHOUSE/VILLA APARTMENT COMPLEX
NEW SMYRNA BEACH, FLORIDA 32070

IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A TOWNHOUSE/VILLA UNIT ARE SET FORTH COMMENCING ON PAGE TWO OF THIS DOCUMENT.

ORAL REPRESENTATIONS ARE NOT TO BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR MORE ACCURATE REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS PROSPECTUS, THE DECLARATION AND EXHIBITS.

DEVELOPER WILL TRANSFER CONTROL OF THE ASSOCIATION AFTER EIGHTY (80%) PER CENT OF THE UNITS HAVE BEEN CONVEYED TO PURCHASERS.

THE STATEMENTS SET FORTH HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS TO THE ENTIRE SET OF DISCLOSURE MATERIALS AND THE CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS AND THE CONTRACT DOCUMENTS AND BROCHURE MATERIALS, IF ANY, ARE IMPORTANT LEGAL DOCUMENTS, AND, IF NOT UNDERSTOOD, A PROSPECTIVE PURCHASER SHOULD SEEK LEGAL ADVICE.

DEVELOPER

THE DEVELOPER IS REGENCY DEVELOPMENT CORPORATION,
A FLORIDA CORPORATION
POST OFFICE BOX 567
NEW SMYRNA BEACH, FLORIDA 32070

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VOLUME

IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A
TOWNHOUSE/VILLA APARTMENT
UNIT

- I. VENETIAN VILLAS ARE CREATED UPON FEE SIMPLE INTEREST PARCELS OF LAND AND EACH UNIT SHALL BE CONVEYED IN FEE SIMPLE TO THE BUYER, SUBJECT TO PARTY WALL AGREEMENT.
- II. UNIT OWNERS WILL BE REQUIRED TO PAY THEIR FAIR SHARE OF THE COSTS, EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP REPLACEMENT AND OTHER COSTS FOR THE USE OF THE RECREATIONAL FACILITIES AND OF THE COMMON FACILITIES AND EXTERNAL AREAS OF THE 64 LOTS, AND THE BUDGET IS BASED THEREON.
- III. THERE IS PRESENTLY NO CONTRACT FOR MANAGEMENT. THE RESPONSIBILITY FOR ENTERING INTO ANY CONTRACT FOR THE MANAGEMENT OF THE APARTMENTS LIES WITH THE OWNERS ASSOCIATION.
- IV. THERE WILL BE NO RECREATIONAL LEASE OF ANY NATURE BY THE DEVELOPER.
- V. DEPOSITS HELD IN ESCROW TOWARDS THE PURCHASE PRICE OF AN APARTMENT UNIT WILL NOT BE USED BY THE DEVELOPER FOR CONSTRUCTION PURPOSES.

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I.

INTRODUCTION

(A) Name and Location

The proposed Townhouse/Villa Apartment Complex offered for sale by this Prospectus is VENETIAN VILLAS and is located off the North Causeway on the east side of the School Access Road, immediately north, adjacent to the Security First Federal Savings and Loan Association, in New Smyrna Beach, Volusia County, Florida.

(B) The Venetian Villas Development

The property upon which the development is built consists of approximately 6.12 acres and is described in Exhibit "A" of the Amended Declaration. The development shall consist of sixty-four (64) dwelling units housed in thirteen (13) separate buildings. The dwelling units themselves will consist of three bedroom, two bath apartments, two bedroom, two bath apartments, and one bedroom, one bath apartments ranging from 867 square feet to 1,790 square feet, exclusive of covered garage area.

There are thirty (30) docking spaces that will go to with units on a first come, first served basis, upon payment therefore.

The Developer has constructed recreational facilities consisting of a swimming pool and a clubhouse facility which will be for the use of all unit owners.

II.

SALE IN FEE SIMPLE

The Developer has no present plan to lease the units, but rather plans to sell them; however, the Declaration does allow for the Developer to lease units rather than selling them, should the Developer so desire.

III.

CONTROL OF RECREATIONAL FACILITIES

The recreational facilities will not be leased. The clubhouse and the pool will be owned by the Association and controlled by the Association of unit owners; however, the Developer reserves the right to use a portion of the clubhouse for a Sales Office until all units have been sold.

IV.

ESTIMATED OPERATING BUDGET

There is attached to the Declaration as Exhibit "E", the projected monthly operating budget. It can increase from year to year. The Developer will pay a percentage share

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VOLUME COUNTY

the actual expenses of the operation and maintenance of each unsold unit.

V.

ESTIMATED CLOSING

The estimated closing costs can be determined by referring to the Sale and Purchase Agreement.

Owner's title insurance will be available to the purchaser at closing. Documentary stamps will be paid by the Developer; but the recording of the deed and any prorated taxes (after change of ownership) shall be the responsibility of the purchaser.

VI.

RELATED EXHIBITS

Before the formal closing there will be delivered to the Purchaser, in addition to the Sale and Purchase Agreement, the following documents which will be considered as Exhibits and will be a part of the Amended Declaration:

- A. Legal description of the property
- B. Balcony Easements
- C. Articles of Incorporation of Venetian Villas Unit Owners Association, Inc., a non-profit corporation
- D. By-Laws of Venetian Villas Unit Owners Association, Inc.
- E. Budget

VII.

TITLE

At closing the Developer will deliver to the Purchaser, at its expense, a general warranty deed conveying fee simple absolute title to the unit.

VIII.

ZONING

The plans for Venetian Villas, including the site plan, has been submitted to the City of New Smyrna Beach and has been approved for the project herein described. The plans are a matter of public record and are available at New Smyrna Beach City Hall for inspection. In addition, a plat and replat has been prepared and recorded on the Public Records of Volusia County, Florida, and they are available for inspection.

IX.

USE AND PROPERTY RESTRICTIONS

The apartments offered for sale herein are subject to the

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provisions of the Amended Declaration of Easements, Covenants, Conditions and Restrictions regarding Venetian Villas, and of the Articles of Incorporation regarding Venetian Villas Unit Owners Association and the By-Laws thereto.

(A) Use of Common Property

Subject to the provisions set forth in the Amended Declaration, the use of common property, by the owner or owners entitled to use the same, shall at all times be subject to reasonable rules and regulations as may be prescribed and established governing such use by the Association.

(B) The Apartment Units are to be Used for Lawful Purposes, Restrictions Against Nuisances and So Forth

No immoral, improper, offensive or unlawful use shall be made of any private unit or the use of the common property, or of the limited common property, nor of any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the complex shall be observed. No owner or any dwelling shall do anything or allow anything to be done which will increase the rate of insurance or which will obstruct or interfere with the rights of other occupants, nor shall any owner allow any unreasonable noises, nor engage in any other practice that would constitute a nuisance to any other owner. The owner shall not permit the hanging of garments, towels, linens, rugs, and the like, from any windows, balconies or facades of any unit.

(C) Parties Bound by By-Laws, Etc.

All present or future owners, tenants, or any other persons who might use the facilities of any apartment building in any manner are subject to the present and future provisions of the Amended Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association, and its rules and regulations, and the mere acquisition or rental of any apartment unit or the mere active occupancy of any apartment unit shall be deemed as conclusive acceptance and ratifications of the provisions herein mentioned.

(D) Conflict or Overlapping in Provisions

In the event of conflict or overlapping in the terms and provisions which are or may be set forth in the Articles of Incorporation, the By-Laws, the Amended Declaration, or any Association rules and regulations, the provisions, terms and conditions which exact the highest degree of performance and impose the heaviest burdens upon the parties affected thereby, shall govern and prevail, except that no provision in any document shall take precedence over a conflicting provision in the Amended Declaration.

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(E) Certain Definitions, Terms Used Synonymously

"Owner" means the person, firm or corporation owning a fee simple interest in any private dwelling, apartment, or lot. "Lot", "Dwelling", "Unit", "Apartment" and "Homestead" are all used synonymously.

X.

UTILITIES AND OTHER SERVICES

The utilities for the complex and any recreational area will be furnished as follows:

- Sewer and Water Service - Utilities Commission of New Smyrna Beach, Florida
- Garbage Pick-up - City of New Smyrna Beach, Florida
- Electricity - Utilities Commission of New Smyrna Beach, Florida
- Telephone - Southern Bell Telephone Company
- Television - Group W T.V.

XI.

ESTIMATED DATE OF COMPLETION

The first twenty-four (24) units have been completed. The balance of the units will be completed in phases as warranted by sales thereof.

XII.

THE DEVELOPER

Agency Development Corporation is a Florida Corporation. It is one of the owners and is an agent for the other owners in the development of this project. Its President, Morris Stein, has extensive development experience both in Canada and in the United States and is well qualified and has the ability to bring the project to a successful completion.

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VOLUSIA COUNTY

CONSENT AND JOINDER
TO
AMENDED DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS
REGARDING VENETIAN VILLAS

The undersigned, being the Holder of that certain mortgage recorded in Official Records Book 2553, Page 1227, Public Records of Volusia County, Florida, incumbering that property described in Exhibit "A" of the Amended Declaration, save and except those portions of Exhibit "A" that have been heretofore partially released from said mortgage, hereby consents to and joins in the Amended Declaration of Easements, Covenants, Conditions and Restrictions Regarding Venetian Villas.

DATED this 20th day of August, 1985 and hereby consents to its recordation.

DATED this 8th day of November, 1985.

CANADIAN IMPERIAL BANK OF COMMERCE

BY: [Signature]
Vice-President

[Signature]
ASST. SECRETARY

(CORPORATE SEAL)

Witness [Signature]

Witness [Signature]

Sworn to and subscribed before me this 8th day of November, 1985.

[Signature]
Notary Public in and for the Province of Ontario
~~My Commission Expires~~

(over)

27530213

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VOLUS : V. 100



27530214

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CANADA
PROVINCE OF ONTARIO

Before me, the undersigned authority, duly authorized to take oaths and acknowledgements, did appear ROY DOUGLAS BRIDGE AND
AND ASSISTANT SECRETARY RESPECTIVELY REGINALD HUMPHREY BLACK
Vice President of Canadian Imperial Bank of Commerce who, after being duly sworn, states that this instrument was executed for the purposes therein expressed and that it is the act and deed of the Corporation.

WITNESS my hand and seal this 5th day of NOVEMBER 1985.

Bruce Bell
Notary Public in and for the Province of Ontario
~~My Commission Expires~~

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28111205

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VOLUSIA COUNTY

44962

EXHIBIT "C"

TO

RECORDED
INDEXED

SEP 24 8 43 AM '85

DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS REGARDING
VENETIAN VILLAS

By [Signature]
[Signature]

THIS EXHIBIT "C" is that Exhibit "C" referred to in Article IX, Section 1, Page 22 as it is recorded in Official Records Book 2404, Page 1582, Public Records of Volusia County, Florida, and is part of the Declaration of Easements, Covenants, Conditions, and Restrictions regarding Venetian Villas as is recorded in Public Records Book 2404, Pages 1561 through 1588, inclusive to Public Records of Volusia County, Florida.

This Exhibit "C", including the attached legal description was inadvertently omitted from the above referred to Declaration.

DATED this 11th day of June, 1985

Corp Seal

REGENCY DEVELOPMENT CORPORATION,

By: *Morris A. Stein*
Morris A. Stein, President

Attest:

Charles A. Hall
Charles A. Hall, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The above instrument was acknowledged before me this 11th day of June, 1985 by MORRIS A. STEIN, President of Regency Development Corporation as being the act indeed of said Corporation.

Linda D. Bishop
Notary Public

Notary Public, State of Florida
My Commission expires June 30, 1987
Record this copy with instrument.

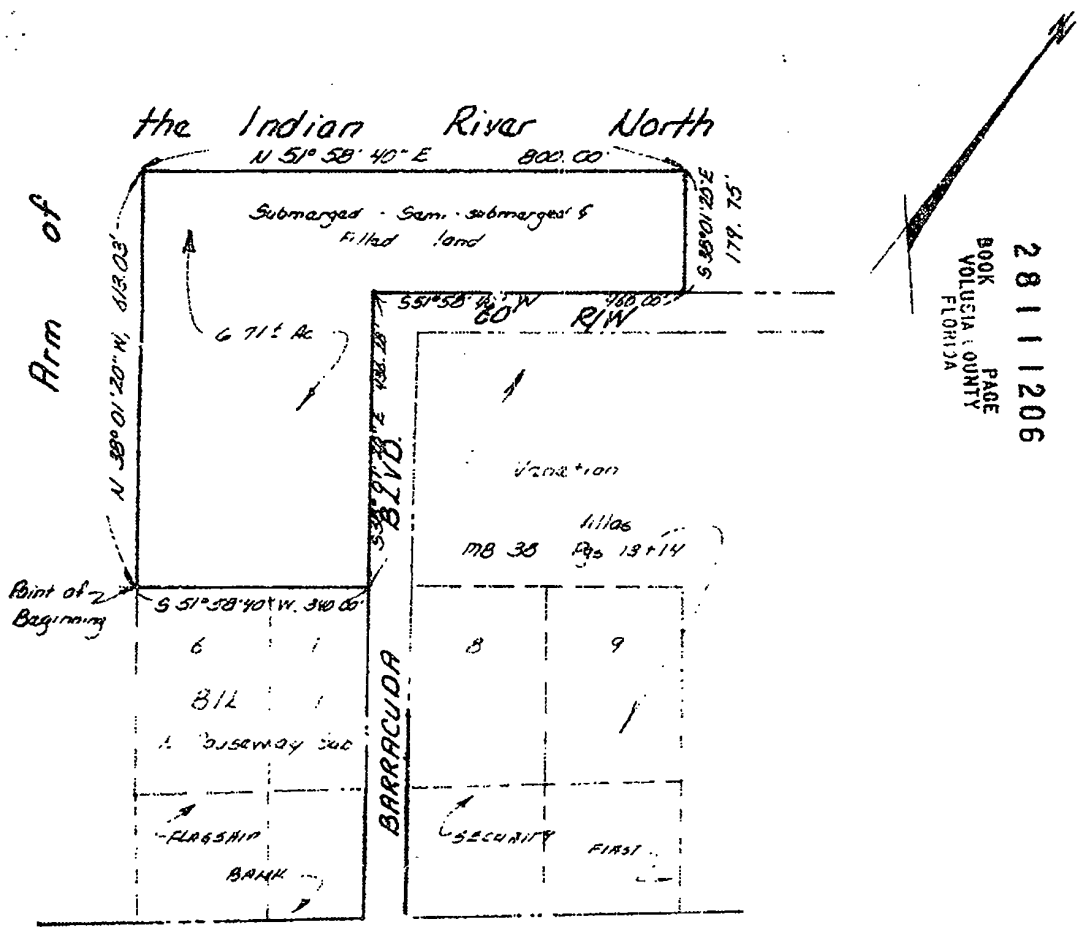
OVER

BEST COPY

SKETCH PLAT OF

A parcel of submerged, semi-submerged and filled land lying Northerly of Lots 6 and 7, Block 1, North Causeway Subdivision as shown on map in Map Book 11, page 209 of the Public Records of Volusia County, Florida and lying Northerly of Barracuda Blvd., formerly known as School Access Road and being more particularly described as follows: Beginning at the Northwest corner of Lot 6, Block 1, said North Causeway Subdivision; thence N 38° 01' 20" W along the Northerly prolongation of the Westerly line of said Lot 6, a distance of 613.03 feet; thence N 51° 58' 40" E, a distance of 800.00 feet; thence S 38° 01' 20" E, a distance of 179.75 feet to the Northerly R/W of said Barracuda Blvd., a 60 foot R/W as now laid out; thence S 51° 58' 40" W along said Northerly R/W, a distance of 460.00 feet to the Westerly R/W of said Barracuda Blvd. thence S 38° 01' 20" E along said Westerly R/W, a distance of 436.28 feet to a point on the Northerly line of said Lot 7; thence S 51° 58' 40" W along the Northerly line of said Lots 6 and 7, a distance of 340.00 feet to the Point of Beginning. Containing 6.71 acres more or less.

NOTE: NOT A SURVEY



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 PAGE 11
 VOLUSIA COUNTY
 FLORIDA

North Causeway (S.R. 44) 200' R/W
 VALID ONLY WITH EMBOSSED SEAL

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND PLATTED AND COMPIED WITH THE STATUTE STANDARDS ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS

DANIEL W. CORY SURVEYOR INC
 300 CANAL STREET
 NEW SMYRNA BEACH, FLA 32909
 PHONE 407 421 2476

Daniel W. Cory
 DANIEL W. CORY
 FLA REG SURVEYOR #2021

DAY	MONTH	YEAR

FILE #

044962

28501

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VOLUSIA COUNTY
FLORIDA

107111

SECOND AMENDED ARTICLES OF INCORPORATION
OF
VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC.
A
FLORIDA CORPORATION NOT FOR PROFIT

FILED FOR RECORD
RECORD VERIFIED

AUG 17 8 17 AM '87

W. J. Smith
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes,
the undersigned hereby file this Second Amended Articles of Incorporation.

ARTICLE ONE

The name of the corporation is VENETIAN VILLAS UNIT OWNERS
ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE TWO

The principal office of the Association is located at 105 Quay
Assisi, New Smyrna Beach, Florida 32070.

ARTICLE THREE

CHARLES A. HALL, Attorney at Law, whose address is 417 Canal Street,
New Smyrna Beach, Florida, 32070, is the registered agent of this
Association.

ARTICLE FOUR

This Association does not contemplate pecuniary gain or profit to the
members thereof, and the specific purposes for which it is formed are to
provide for maintenance, preservation and aesthetics of the residents'
lots, and the common area within that certain tract of property in Volusia
County, Florida, described as:

A portion of the unplatted part of Township 17 South, Range
34 East, and a replat of a portion of Lots 8 and 9, Block 1,
North Causeway Subdivision, as recorded in Map Book 11, page
209, of the Public Records of Volusia County, Florida, more
particularly described as follows:

From the Northwest corner of said Lot 6, Block 1, said North
Causeway Subdivision, run N 51 degrees 58' 40" E along the
North line of said Block 1 a distance of 400.00 feet for the

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VOLUSIA COUNTY
FLORIDA

Point of Beginning; thence departing the North line of said Block 1, run S 38 degrees 01'20" E along the West line of said Lot 8 a distance of 295.63 feet to a point 200 feet North of the North right-of-way of North Causeway (State Road 44) a 200 foot right-of-way as now established; thence departing the West line of said Lot 8, run N 50 degrees 31' 06" E, parallel with the north right-of-way of said North Causeway a distance of 400.13 feet to the East line of said Lot 9; thence n 38 degrees 01' 20" w along the East line of said Lot 9 a distance of 285.44 feet to the Northeast corner of said Lot 9; thence departing the North line of said Block 1, continue N 38 degrees 01'20" W a distance of 376.28 feet to the right-of-way line of Quay Assisi Road, a 60 foot right-of-way as now established thence run along the right-of-way line of said Quay Assisi Road the following courses and distances: S 51 degrees 58' 40" W a distance of 400 feet; thence s 38 degrees 01'20" E a distance of 376.28 feet to the Point of Beginning, containing 6.12 acres.

TOGETHER with all riparian and littoral rights thereunto appertaining.

and to promote the health, safety and welfare of the residents within the above described property to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Second Amended Declaration of Covenants, Conditions and Restrictions hereinafter called the "Declaration", applicable to the property and recorded upon the Public Records of Volusia County, Florida, together with any subsequent amendments thereto;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the said Second Amended Declaration; to pay all expenses in connection therewith and all office and other expenses incident to or governmental charges levied or imposed against the property of the Association.

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer and dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of all of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to

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such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of all of the members, agreeing to such dedication, sale or transfer; and

(f) have and to exercise any and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida, may now or hereafter have or exercise.

ARTICLE FIVE

Every person or entity who is a record owner of a fee or undivided fee interest in any lot, including contract purchasers, whether such contract is recorded or not, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE SIX

The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the Developer who shall be entitled to four votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when 80% of the units have been sold and conveyed and closed upon to non-developer parties, at which time the Developer, then being a Class A member, shall be entitled to one vote per lot.

ARTICLE SEVEN

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The initial affairs of this Association shall be managed by a board of three directors, two of whom shall be appointed by the Developer and one of whom shall be elected by the non-developer members of the Association. When the Class B Membership is converted to Class A Membership, the number of directors shall be increased to five, all of whom shall be members of the Association, and elected by members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

MORRIS STEIN	President	9 Ormsby Crescent Toronto M5P 2V2 Canada
CHARLES A. HALL	Vice-President	417 Canal Street New Smyrna Beach, Florida
WAYLES W. ASHWORTH	Secretary/ Treasurer	105 Quay Assissi New Smyrna Beach, FL. 32070

Directors shall serve for a term of two years.

ARTICLE EIGHT

The Association shall have as officers, a President, a Vice-President and a Secretary/Treasurer. Upon the conversion to Class A Membership, the five directors shall select the three officers herein set forth who shall serve for a period of one year.

ARTICLE NINE

The corporation shall exist perpetually.

ARTICLE TEN

Amendment of these Articles shall require the assent of 75% of the entire membership.

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IN WITNESS WHEREOF, for the purpose of amending the Articles of
Incorporation, originally filed in the Charter Number of 757754 on April 27,
1981, as amended by the Amended Articles of Incorporation filed February 8,
1983, the undersigned officers hereby execute these Second Amended Articles
of Incorporation this 10th day of August, 1987.

Morris A. Stein
Morris Stein, President/Director
9 Ormsby Crescent
Toronto M5P 2V2 Canada

Charles A. Hall
Charles A. Hall
Vice-President/Director
417 Canal Street
New Smyrna Beach, Florida

Wayles W. Ashworth
Wayles W. Ashworth
Secretary-Treasurer/Director
105 Quay Assissi
New Smyrna Beach, Florida

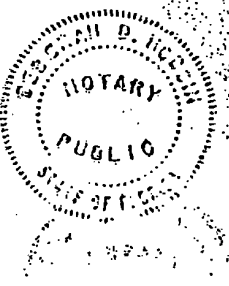
STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, personally appeared MORRIS A. STEIN, CHARLES A. HALL
and WAYLES W. ASHWORTH, to me well known to me to be the persons described
in and who executed the foregoing Articles of Incorporation, and they
acknowledged before me that they executed the said instrument for the
purposes therein expressed.

WITNESS my hand and official seal in the County and State last
aforesaid this 10th day of August, 1987.

Deborah D. Hodges My commission expires:
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 19, 1990
BONDED THRU GENERAL INS. UND.



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STATEMENT REGARDING AMENDMENT OF
ARTICLES OF INCORPORATION

Pursuant to Sections 617.017 and 617.018, Florida Statutes, and pursuant to Article Ten of the Amended Articles of Incorporation, all of the Directors of the Corporation (hereinafter referred to as Association), joined by in excess of 75% of the members of the Association, who join in with the Directors and waive formal notice of any formal meetings, for said purpose, hereby express their desire to amend Articles Four, Five, Six, Seven and Eight, as set forth in these Second Amended Articles of Incorporation.

DATED this 10th day of August, 1987.

Morris A. Stein
Morris A. Stein, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

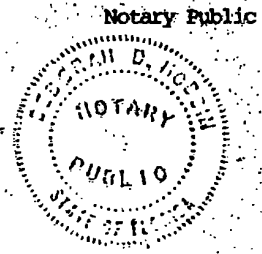
BEFORE ME, personally appeared MORRIS A. STEIN, to me well known to me to be the person described in and who executed the foregoing Statement, and he acknowledged before me that he executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of August, 1987.

Debrah D. Hodgson
Notary Public

My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 19, 1990
BOARDED THRU GENERAL INS. UND.



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CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

[Signature]

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RECORD VERIFIED

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SECOND AMENDED DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS REGARDING VENETIAN VILLAS

THIS Second Amended Declaration is made by REGENCY DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer" and is joined in and ratified by an instrument(s) signed by not less than 90% of the lot owners in Venetian Villas, in accordance with the amendment provisions contained in Article X, GENERAL PROVISIONS, Section 3, Amendment of that certain Declaration of Easements, Covenants, Conditions and Restrictions regarding Venetian Villas as recorded in Official Records Book 2404, page 1561, and specifically as recorded at page 1583, Public Records of Volusia County, Florida.

This Second Amended Declaration supercedes and amends and specifically rescinds any provisions in conflict herewith that are contained in that certain Declaration of Easements, Covenants, Conditions and Restrictions regarding Venetian Villas as recorded in Official Records Book 2404, page 1561, Public Records of Volusia County, Florida, that amendment recorded in Official Records Book 2406, page 566, Public Records of Volusia County, Florida, that second amendment recorded in Official Records Book 2674, page 156, Public Records of Volusia County, Florida, and that Amended Declaration of Easements, Covenants, Conditions and Restrictions regarding Venetian Villas, together with that certain prospectus recorded in Official Records Book 2753, page 159 to page 211, inclusive, Public Records of Volusia County, Florida.

W I T N E S S E T H:

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WHEREAS, Developer is one of the original owners and is agent for all the other original owners of that real property in Volusia County, Florida, which has been described in that certain plat or map of Venetian Villas Block A, as recorded in Map Book 38, pages 13 and 14, Public Records of Volusia County, Florida, as amended and superceded by that certain Replat of Venetian Villas Block A, as it is recorded in Map Book or Plat Book 40, page 8, Public Records of Volusia County, Florida, to which reference is hereby made, and by said reference incorporated herein, and

WHEREAS, Developer desires to continue imposing a common plan of development on said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof;

NOW THEREFORE, Developer hereby declares that all of the real property described hereinabove shall be held, sold, and conveyed subject to the following Easements, Covenants, Conditions and Restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the said real property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, personal representatives, successors and assigns; and which shall inure to the benefit of the Association and each owner thereof, as said terms are hereinafter more particularly defined.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1. "Association" shall mean and refer to VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC., a corporation not for profit, its successors and assigns, said corporation being organized pursuant to Chapter 617, Florida Statutes, and being filed with the Department of State of the State of Florida on April 27, 1981.

Section 2. "Common Area" is that property depicted as common area on the map of Venetian Villas as it is recorded in Map Book 38, pages 13 and 14, Public Records of Volusia County, Florida, and as amended and

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superceded by that plat of Venetian Villas Block A Replat as it is recorded in Map Book 40, page 8, Public Records of Volusia County, Florida. It also includes certain portions of the dock as hereinafter defined.

Section 3. "Developer" shall mean and refer to REGENCY DEVELOPMENT CORPORATION, its successors and assigns.

Section 4. " Docking Facilities" are those docking facilities that have been made available by the Developer. That portion of the docking facilities, that is to say, specifically, the dock or pier that is easterly of and parallel to the property comprising Venetian Villas, along with the walkways thereto and lying westerly thereof, shall be considered as part of the common area. Those walkways or stringers that are perpendicular to Venetian Villas and lie easterly of the common walkway or pier, together with the water surrounding the vessel tied thereto (the slip) shall be considered private property. This private property shall be sold separately and at such additional cost as set by the Developer, and on a first come first serve basis, to lot owners. Once sold, the private docking facility shall be considered as personalty appurtenant to a particular lot and may not be assigned, sold or sub-let by the owner thereof other than to another lot owner, unless sold, assigned or sub-let along with a particular lot to which the private docking facility is appurtenant. The maintenance and upkeep of the common area portion of the docking facilities shall be the responsibility of the Association. The maintenance and upkeep of that portion of the docking facilities that are considered private shall be the responsibility of the particular owner of the said private docking facility. Roofs and/or hoists shall not be allowed as docking facilities.

Section 5. "Lot" shall mean those lots that have been depicted on the plat of Venetian Villas as it is recorded in Map Book 38, pages 13 and 14 of the Public Records of Volusia County, Florida, as amended and superceded on that certain plat or map of Venetian Villas Block A, Replat, as it is recorded in Plat Book 40, page 8, Public Records of Volusia County, Florida, whether improved or unimproved. A lot shall not include any common area.

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Section 6. "Mortgage" shall mean any mortgage, deed of trust, or other instrument transferring any interest in any lot, or any portion thereof, as security for the performance of any obligation.

Section 7. "Mortgagee" means any person named as the obligee under any mortgage, as hereinabove defined, or any successor in interest to such person under such mortgage.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or whether a natural person or artificial legal entity, of the fee simple title to any lot which is a part of the property, but excludes those having an interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to that certain real property hereinabove described as being Venetian Villas, Block A, together with all improvements and fixtures thereon and appurtenant.

Section 10. "Recorded" means filed for record in the public records of Volusia County, Florida.

Section 11. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa, and the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the property by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title of every lot, subject to the following provisions:

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(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(d) The right of the Association to impose reasonable charges and fees for the upkeep of the common area, to provide for adequate utilities within the common area, and to provide for such other services as should be deemed advisable and advantageous for the lot owners as a whole.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the by-laws of the Association, his right of enjoyment to the common area and facilities, to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Owners' Other Easements. Each owner shall have an easement for pedestrian ingress and egress over and across the common area. Each owner shall have an easement to use for guest parking purposes any area so designated within the common area for such purposes. Each owner shall have an easement and right to use such area within a common area as may be set aside and designated for use for garbage and trash disposal and for mail boxes. All such rights and easements granted by this Declaration shall be appurtenant to, and pass with, title to each lot. Easements for balconies for buildings on Lots 29, 30, 43 and 44, exist over adjoining lots to the extent of the encroaching balconies.

Section 4. Antennas. No television or radio masts, towers, poles, antennas, aerials, wires, or appurtenances thereto, shall be erected, constructed, or maintained on any lot in such a manner to be visible from

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the exterior of said Lot. Without limitation of the foregoing, all television antennas shall be erected and maintained completely inside the improvement on each lot and shall be of an "attic type" or such other type as may, from time to time, be permitted under the Association's rules and regulations.

Section 5. Garage Doors. It is the intent that garage doors shall not be left open in such a manner that the interior of the garage will be exposed to the general public or to the other lot owners for any more time than is necessary. Therefore, garage doors shall be open only for the purpose, and for the time necessary, to gain entry to or exit from the garage with a vehicle or any other item of personalty.

Section 6. Use of Unit. Each lot shall be used for single-family purposes only and no trade or business of any kind shall be carried on therein except upon the written consent of the Association and under such conditions as the Association shall determine. The lease or rental of a lot for single-family residential purposes shall not be construed as a violation of this covenant.

Section 7. Use of Common Area. There shall be no obstruction of the common area, nor shall anything be kept or stored on any part of the common area by any lot owner or other person without the prior written consent of the Association, except as specifically provided herein, provided, however, that nothing herein contained in this Section shall prevent the Developer from the exclusive use of the northwest office (manager's office), of the clubhouse for sales purposes for so long as there are Class A and Class B memberships. Nothing shall be altered on, constructed in, or removed from the common area except upon the prior written consent of the Association.

Section 8. Prohibition of Damage and Certain Activities.
Nothing shall be done or kept on any of the property that would result in the increase of the rate of insurance on the property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Likewise, nothing shall be done or kept on any of the property which would be in violation of any state statute, county or city ordinance, rule, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the common area, or of the exterior of any lot or building

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thereon shall be committed by any owner or tenant or invitee of any owner; and each owner shall indemnify and hold the Association and other owners harmless against all loss resulting from such loss or waste caused by him or his tenant or invitees to the Association or to other owners. No noxious, destructive or offensive activity shall be permitted on any lot or in the common area nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any other person at any time lawfully residing on the property.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any lot or the common area without the prior written consent of the Association, except customary name and address signs and a lawn sign of not more than five square feet in size advertising the property for sale or rent, provided the same are in accordance with the rules and regulations adopted by the Association.

Section 10. Clotheslines Prohibited. No owner shall permit any clotheslines to be displayed on any lot or the common area upon which articles of clothing or hung.

Section 11. Parking. No owner shall park, store, keep, repair or restore any boat or trailer anywhere upon the property except in an enclosed garage. An automobile, motorcycle or truck not exceeding 1/2 ton capacity may be parked on the driveway portion of a lot. This prohibition, however, shall not prohibit an owner from maintaining a boat within his designated slip, at his designated docking facility. Use of all guest parking areas in the common area shall be subject to such rules and regulations as may, from time to time, be adopted by the Association.

Section 12. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property, except that dogs, cats and other customary household pets, not in excess of 20 pounds, may be kept on lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose. The Association may prohibit the keeping of any pet anywhere on the property which the Association reasonably determines may constitute a threat to the safety or health or well-being of persons lawfully upon the property. All owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or

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enforced by any public agency having jurisdiction of the property and relating to animals.

Section 13. Rubbish. No rubbish, trash, garbage or other waste materials shall be kept or permitted upon any lot except inside the improvements on each lot. Rubbish, trash, garbage or other waste materials shall be kept for pick-up only in designated areas on the common area and shall be placed in sanitary containers approved by the Association.

Section 14. Mail Boxes. Mail boxes shall be placed only in designated areas in the common area.

Section 15. Alterations on Exterior of Buildings Prohibited. No exterior alterations of any building on any lot, including painting, shall be permitted except upon the written consent of the Association, unless done by the Association.

Section 16. Provisions Inoperative as to Initial Construction.
Nothing contained in this Second Amended Declaration shall be interpreted or construed to prevent the Developer, its transferees, or its or thier contractors, or sub-contractors, from doing or performing on all or any part of the property owned or controlled by the Developer, its transferees, whatever the Developer determines to be reasonable necessary or advisable in connection with the completion of the project, including, without limitation:

(a) Erecting, construction, and maintaining thereon such structures as may be reasonable necessary for the conduct of the Developer's business of completing the project and establishing the property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) Maintaining such sign or signs thereon as may be reasonable necessary in connection with the sale, lease, or other transfer of the property in parcels or lots.

(c) In addition to the above, the Developer retains the right, for so long as there are both Class A and Class B membership, to utilize the northwest office (manager's office) of the clubhouse for sales purposes.

As used in this Section, the term "transferees" specifically does not include purchasers of lots improved as completed residences.

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Section 17. Rules and Regulations. No owner shall violate the rules and regulations for the use of the common area as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by rules and regulations, but the foregoing shall not be construed as an implied prohibition against the Association's extending the scope of such prohibitions and restrictions by, from time to time, adopting rules and regulations consistent with this Second Amended Declaration.

Section 18. Ownership Rights Limited to Those Enumerated. No transfer of title to any lot shall pass to the owner thereof any rights in and to the common area except as are expressly enumerated herein. In the event any lot is shown or described as bounded by a body of water, then any and all riparian rights appertaining and appurtenant thereto that particular lot shall be subject to and inferior to rights of the Association to utilize the riparian water for a common area (the pier).

Section 19. City Access and Utilities Easements. Developer grants to the City of New Smyrna Beach, Florida, easements in, to and upon the property for the purpose of providing municipal services, including, but not limited to, fire and police protection and garbage and trash collection; and the Developer grants to the New Smyrna Beach Utilities Commission easements in, to and over the property for the purpose of furnishing and making repairs to and replacement upon utilities, including, but not limited to, electricity, water and sewer.

Section 20. Recreational Facilities. Recreational facilities shall be considered common area and shall consist of a pool, suana, and clubhouse.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. If title to a lot is held by more than one person, each of the persons shall be members. An owner of

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more than one lot shall be entitled to one membership for each lot owned by him. Each membership shall be appurtenant to the lot upon which it is based and shall be transferred automatically by conveyance of that lot. No person or entity, other than an owner or developer, may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a lot; provided, however, the foregoing shall not be construed to prohibit the assignment of a membership and voting rights by an owner who is a contract seller to his vendee who is in possession.

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

(a) Class A. Class A members shall be lot owners and shall be entitled to one vote for each lot owned; provided, however, that for so long as there is Class B membership, the Developer shall not be a Class A member. When more than one person holds an interest in any lot, all persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall there be more than one vote case with respect to any lot. There shall be no split vote. Prior to the time of a meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the secretary of the Association in order for that person to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B members shall be the Developer who shall be entitled to four votes for each lot owned by the Developer. At such time as 80% of the lots have been sold and conveyed by the Developer, the Class B membership shall cease and shall automatically be converted to Class A membership.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein. In the event of any conflict between this Second Amended Declaration and the Articles of Incorporation or the By-Laws, this Second Amended Declaration shall control.

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ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of the owners set forth in this Second Amended Declaration, shall be responsible for the exclusive management, control and maintenance of the common area and all improvements thereof (including furnishings and equipment related thereto), and shall keep the same in a good, clean, substantial, attractive and sanitary condition, order and repair. Without limiting the generality of the foregoing, the Association shall be specifically responsible for:

- (a) maintenance or replacement of any trees, shrubs, or landscaped areas installed or created by the Developer, as part of the project;
- (b) maintenance, repair, replacement of any lighting fixtures, mailboxes, garbage and trash disposal dumpsters or cans;
- (c) maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism or other casualty;
- (d) maintenance, repair or replacement of any recreational facility or part thereof;
- (e) maintenance, repair and replacement of any furnishings, in, to or upon any lot that is owned by the Association for use by a manager or other administrative personnel.

Section 2. Exterior Maintenance of Lots. In addition to the maintenance of the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces and walks installed by the Developer as part of the project, and replacement thereof except as hereinafter expressly limited. The Association shall maintain, but not be required to replace any driveway installed by the Developer as part of the project. The Association shall maintain the lawn areas of each lot. The

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Association's duty of exterior maintenance shall not extend to, nor include any of the following:

- (a) landscaping upon any lot;
- (b) maintenance, repair or replacement of glass surfaces or screening;
- (c) replacement of exterior doors, including garage doors.
- (d) maintenance, repair or replacement required because the occurrence of any fire, wind, vandalism, or other casualty.

The maintenance, repair or replacement or insurance therefor, as the case may be, of any of the foregoing excluded items, shall be the responsibility of each owner. Should any owner neglect or fail to maintain, repair or replace, as the case may be, any of the foregoing excluded items, then the Association, after approval by a two-thirds vote of its Board of Directors, may maintain, repair or replace the same, as the case may be, at such owner's expense; and the cost thereof shall be added to and become a part of the assessment against such owner's lot. If the need for any maintenance, repair or replacement, as the case may be, pursuant to this section, is caused by the willful or negligent act of any owner, or any member of any owner's family or household, or any owner's invitee or tenant, or any member of such tenant's family or household, then the cost thereof shall be added to and become a part of the assessment against such owner's lot. The Association shall be subrogated to the rights of each owner with respect to damage caused by any invitee, tenant, or member of such tenant's family or household.

Section 3. Right of Entry. The Association, through its employees, contractors and agents, is hereby granted a right of entry into and upon each lot to the extent reasonable necessary to discharge the Association's duties of exterior maintenance and for any other purpose reasonably related to the Association's performance of any duty imposed or exercise of any right granted by this Second Amended Declaration, including, without limitation, the discharge of any duty of maintenance or replacement, or both, imposed upon the owner. Such right of entry shall be exercised in a peaceful and reasonable manner at all reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any lot shall not be made without the consent of the owner or occupant

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thereof except when such entry is reasonably necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any persons lawfully upon the property or of any person's property. An owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing Sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 4. Services for Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the property or the enforcement of this Second Amended Declaration.

Section 5. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all lots, when such services are not available from the City of New Smyrna Beach, Florida, or from the Utilities Commission of the City of New Smyrna Beach, Florida. Any owner additionally may voluntarily contract with the Association for the Association to perform or cause performance of, any service benefiting such owner's lot at the cost and expense of such owner. All sums due the Association pursuant to such contract shall be added to and become a part of the assessment against such owner's lot. Notwithstanding the foregoing, the Association may not contract with any owner to provide any services at such owner's expense which it is the duty of the Association to provide at its own expense under any provisions of this Second Amended Declaration.

Section 6. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-Laws.

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Section 7. Rules and Regulations. The Association may from time to time adopt, alter, amend and rescind reasonable rules and regulations governing the use of lots and the common area, which rules and regulations shall be consistent with the rights and duties established herein.

Section 8. Implied Rights. The Association may exercise any other rights or privileges given to it expressly by this Declaration, its Articles of Incorporation, or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege to be granted herein or reasonable necessary to effectuate the exercise of any right or privileges granted herein.

Section 9. Restriction on Capital Improvements. Except for replacement or repair of those items installed by the Developer as part of the work, and except for personal property to be related to the maintenance of the common area, the Association may not authorize capital improvements to the common area unless written approval is obtained from 80% of the owners.

ARTICLE V

OBLIGATION OF DEVELOPER

Section 1. Duty to Construct Improvements. The Developer agrees to construct improvements on each lot in accordance with the terms and conditions called for in the contract for sale and purchase and specifications for improvements pertaining to that particular lot. In addition, the Developer has constructed such common area and improvements thereof as will properly provide for the services and amenities for the various lot owners. In no case, and under no circumstances, shall there be an agreement between the Developer and a lot owner that construction of any building or improvement upon the said lot shall commence later than one year from transfer by the Developer to the owner of title to a particular lot.

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ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation for Assessments. Each owner of each lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessment for capital improvements, such assessments to be established and collected as herein provided; and (3) special assessments against any particular lot which are established pursuant to the terms of this Declaration; and (4) all excise taxes, if any, which may be imposed on all or any portion of the foregoing. All such assessments, together with interest and all costs and expenses of such collection, including reasonable attorney's fees shall be a charge upon the land and shall be a continuing lien upon the lot upon which each assessment is made. Each assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and general welfare of the residents of the property; for the improvement and maintenance of the common area, and of the exterior of the buildings situated upon the property, for payment of all taxes assessed to the Association, if any, in respect to the common area, or the improvements of personal property thereon, and for utility charges thereon; and for the Association's general activities and operations in promoting the recreation, health, safety and general welfare of the residents of the property.

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Section 3. Annual Assessment. The annual assessment at the present time and until changed in accordance with this Declaration, shall be Six Hundred (\$600.00) Dollars, payable at the rate of \$50.00 per month.

(a) From and after January 1, of each year, the annual assessment may be increased during that year to reflect the increase, if any, in the Consumer Price Index For All Items published by the Bureau of Labor Statistics of the United States Department of Labor; or, if publication of said Index is discontinued, in the most nearly comparable successor Index thereto. No decrease in the annual assessment shall be required because of any decrease in the Consumer Price Index.

(b) From and after January 1 of each year, the annual assessment may be increased by more than the increase in the Consumer Price Index, as hereinabove provided, by vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the amount set forth in sub-paragraph (a) of this section.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of capital improvement upon the common area, including fixtures and personal property related thereto, or the property, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be

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called subject to the same notice requirement, and the required quorum for the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both special assessments for capital improvements, and annual assessments, may be fixed at a uniform rate for all lots and may be collected on a monthly basis; provided, however, the foregoing requirement of uniformity shall not prevent special assessments against any particular lot which are established pursuant to the terms of this Declaration.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision in this Declaration, or the Association's Articles of Incorporation, or By-Laws to the contrary, and for so long as there is a Class A Membership and a Class B membership, the annual assessment against any lot owned by the Developer that is substantially completed and which has had flooring installed, shall be assessed in an amount equal to that assessed against a lot owned by a Class A member of the Association. The assessment for an undeveloped lot shall be set at an amount not less than nor more than 25% of that paid by a dwelling unit owned by a Class A member. Notwithstanding anything to the contrary in this Declaration, the assessment for all lots owned by the Developer, whether improved or not, shall not be made unless and until this Second Amended Declaration has been recorded upon the Public Records of Volusia County, Florida, and joined in and consented to by not less than 90% of all of the lot owners.

Upon termination of the Class B membership in the Association, as hereinabove provided, the annual assessment against any lot owned by the Developer shall be 100% of the amount herein established against a lot owned by a Class A member of the Association, other than the Developer. Upon transfer of title of Developer owned lot to an owner, such lot shall be

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assessed in the amount established against lots owed by the Class A members of the Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those lots from which the Developer derives any income or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as hereinabove established for lots owned by Class A members of the Association, prorated as of, and commencing with the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 8. Monthly Payments of Annual Assessment. Annual and special assessments may be collected on a monthly basis, on the first day of the month. Written notice of the annual assessment, or of a special assessment, shall be sent to every owner subject thereto. The owner shall, upon demand, and for a reasonable charge, be entitled to a certificate signed by an officer of the Association, setting forth whether the assessment or assessments against the specific lot have been paid, and, if not, the amount of delinquency thereof.

Section 9. Liens for Assessments. All sums assessed to any lot pursuant to this Declaration, together with interest, at the highest legal rate of interest, including reasonable attorney's fees, shall be secured by a lien on such lot in favor of the Association. Except for liens secured by a first mortgage, all other lienors acquiring liens on any lot after recordation of this Declaration on the Public Records of Volusia County, Florida, shall be deemed to have consented that such liens shall be inferior to the liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration on the Public Records of Volusia County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien hereby created in favor of the Association, and priority thereof and shall place upon each such purchaser or creditor, other than a first

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mortgagee, the duty of inquiring of the Association as to the status of the assessments against any lot within the property.

Section 10. Effect of Non Payment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate of interest. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose a lien against the property. No owner may waive or otherwise avoid liability for the assessment provided for herein by nonuse of the common area, or abandonment of his lot. A suit to recover a monthly judgment for unpaid assessments hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

Section 11. Foreclosure. Liens for sums assessed pursuant to this Declaration may be enforced by a judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien foreclosed. The owner shall also be required to pay to the Association any assessments against the lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date of the owner's title is divested by foreclosure. The Association shall have the right to bid at the foreclosure or other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the court ordering the same may, in its discretion, enter a personal judgment against the owner thereof for such deficiency in the same manner as is provided for foreclosure of mortgages in the State of Florida.

Section 12. Homesteads. By acceptance of a deed, the owner of each lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for this this Declaration are for the improving and maintenance of any homestead maintained by such owner on such owner's lot.

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Section 13. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall release such lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any encumbrancer of a lot any unpaid assessments remaining unpaid for a period longer than 30 days after the same shall become due and shall give such encumbrancer a period of thirty days in which to cure such delinquency before instituting foreclosure proceedings against the lot; provided, however, that such encumbrancer first shall have furnished to the Association written notice of the existence of the encumbrance, which notice shall designate the lot encumbered by a proper legal description and shall state the address to which notice pursuant to this Section shall be given the encumbrancer. Any encumbrancer holding a lien on the lot may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VII

PARTY WALL

Section 1. General Rules to Apply. Each wall such as is built as a part of the original construction of the buildings upon the property and placed on the dividing line between the lots, shall constitute a party wall, and, to the extent inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

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Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any owner who has used the wall may restore it; and, if the owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such owner to call for larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right of Contribution Runs with the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Notwithstanding any other provision in this Declaration, the Developer retains the sole and exclusive right to maintain architectural control and cost control of the improvements situated on each lot and within the property until such time as each and every lot within the property has had a building constructed thereon, unless waived by the Developer, except, however, the remainder of Building 4 (lots 45-54) Venetian Villas Subdivision, which presently has 5 units, will be architecturally constructed and completed like the 10-unit building to the south of Building 4 (and this completion requirement may not be amended, as set forth in Article X, Section 3, hereof).

ARTICLE IX

INTERIM BOARD OF DIRECTORS

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Section 1. Class A Membership Representation. Until such time as there ceases to be a Class B Membership in the Association, and notwithstanding any other provision to the contrary in this Declaration, the Articles of Incorporation or the By-laws of the Association, the Class A members shall be entitled to elect one member to the Board of Directors of the Association.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. In the event that the Association or any owner enforces the provisions hereof against the Association or any owner, then the cost and expense of such enforcement, or defense thereof, including a reasonable attorney's fee, shall be awarded to the prevailing party. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at a future time.

Section 2. Severability. The invalidation of any one of these covenants or restrictions by a court judgment or court order shall in no way affect the remaining provisions of this Declaration, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and be binding upon the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, for a period of twenty-five (25) years from the date this Second Amended Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of

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ten years. This Second Amended Declaration may be amended, by the Developer, at any time, up until such time the Class B Membership is converted to a Class A Membership, so long as 90% of all of the lot owners join in and consent in writing to said amendment. Thereafter, this Declaration may be amended by not less than 75% of the lot owners voting at an election held for said purpose.

Section 4. Effective Upon Recording. Any lot situated within the property shall be deemed to be "subject to assessment" as such term is used in this Declaration or in the Association's Articles of Incorporation or By-Laws, upon recording of this Second Amended Declaration.

Section 5. Dedications. The Developer has dedicated streets and roads within the property to the public use. The terms of this Declaration shall not apply to the areas so dedicated to the extent that the provisions of this Declaration are inconsistent with such dedication.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed this 10th day of August, 1987.

REGENCY DEVELOPEMNT CORPORATION, a
Florida corporation

By: Morris A. Stein
Morris A. Stein, President

Attest:

Wayles W. Ashworth
Wayles W. Ashworth/Secretary-Treasurer
(Corporate Seal)

Charles A. Hall
Charles A. Hall, Vice President

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STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority, duly authorized by law to administer oaths and take acknowledgments, personally appeared MORRIS A. /WAYLES W. ASHWORTH /and Vice President STEIN and CHARLES A. HALL, President and Secretary, respectively, of REGENCY DEVELOPMENT CORPORATION, a Florida corporation, to me well known to me to be the persons described in and who executed the foregoing Second Amended Declaration, and they acknowledged before me that they executed the said instrument for the purposes therein expressed and that their act and deed is the act and deed of the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of August, 1987.

Debrah D. Notkin My commission expires

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 19, 1990
BONDED THRU GENERAL INS. UMO.



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THIRD SECOND-AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF THE
VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT

Note: Underline indicates additions to text,
and ~~Strikethrough~~ indicates deletions in text.

~~In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned hereby file this Second Amended Articles of Incorporation.~~

These are the Amended and Restated Articles of Incorporation for the Venetian Villas Unit Owners' Association, Inc., originally filed with the Florida Department of State on April 27, 1981 under Charter Number 757754. Matters of only historical interest have been omitted. Amendments included have been added under Chapter 617 and Chapter 720, of the Florida Statute.

ARTICLE ONE
NAME

The name of the corporation is VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, hereinafter called the "Association".

ARTICLE TWO
ADDRESS

The principal office of the Association is located at 105 Quay Assissi Assisi, New Smyrna Beach, Florida 32169.

ARTICLE THREE
NOT-FOR-PROFIT CORPORATION

The Association is a nonprofit corporation pursuant to § 720.302(1) Fla. Stat. (2012). The Association shall make no distribution of income to its members, Directors,

1 or Officers. All funds and the titles of all properties acquired by the Association and their
2 proceeds shall be held for the benefit and use of the members in accordance with the
3 provisions of the Declarations, these Articles, and the Bylaws.

4
5 **ARTICLE THREE-FOUR**
6 **REGISTERED AGENT**
7

8 ~~CHARLES A. HALL, Attorney at Law, whose address is 417 Canal Street, New~~
9 ~~Smyrna Beach, Florida, 32070, is the registered agent of this Association. Mr. Steven S.~~
10 ~~Simpson, whose address is 308 North Orange Street, New Smyrna Beach, Florida 32168,~~
11 ~~is the registered agent of this Association. The registered agent shall be appointed by the~~
12 ~~Board of Directors and shall serve at the pleasure of the Board of Directors. The Board~~
13 ~~of Directors shall remove and appoint subsequent registered agents in the manner~~
14 ~~prescribed by Florida Law.~~

15
16 **ARTICLE FOUR-FIVE**
17 **PURPOSE**
18

19 This Association does not contemplate pecuniary gain or profit to the members
20 thereof, and the specific purposes for which it is formed are to provide for maintenance,
21 preservation and aesthetics of the residents' lots, and the common area within that certain
22 tract of property in Volusia County, Florida, described as:

23
24 A portion of the unplatted part of Township 17 South,
25 Range 34 East, and a replat of a portion of Lots 8 and 9,
26 Block 1, North Causeway Subdivision, as recorded in Map
27 Book 11, page 209, of the Public Records of Volusia
28 County, Florida, more particularly described as follows:

29
30 From the Northwest corner of said Lot 6, Block 1, said
31 North Causeway Subdivision, run N 51 degrees 58' 40" E
32 along the North line of said Block 1 a distance of 400.00
33 feet for the Point of Beginning; thence departing the North
34 line of said Block 1, run S 38 degrees 01' 20" E along the
35 West line of said Lot 8 a distance of 295.63 feet to a point
36 200 feet North of the North right-of-way of North
37 Causeway (State Road 44) a 200 foot right-of-way as now
38 established; thence departing the West line of said Lot 8,
39 run N 50 degrees 31' 06" E, parallel with the north right-of-
40 way of said North Causeway a distance of 400.13 feet to
41 the East line of said Lot 9; thence N 38 degrees 01' 20" W
42 along the East line of said Lot 9 a distance of 285.44 feet to
43 the Northeast corner of said lot 9; thence departing the
44 North line of said Block 1, continue N 38 degrees 01' 20"

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1 W a distance of 376.28 feet to the right-of-way line of
2 Quay Assisi Road, a 60 foot right-of-way as now
3 established thence run along the right-of-way line of said
4 Quay Assisi Road the following courses and distances: S
5 51 degrees 58' 40" W a distance of 400 feet; thence S 38
6 degrees 01' 20" E a distance of 376.28 feet to the Point of
7 Beginning, containing 6.12 acres.

8
9 TOGETHER with all riparian and littoral rights thereunto
10 appertaining.

11
12 and to promote the health, safety and welfare of the residents within the above described
13 property to:

- 14 (a) Exercise all of the powers and privileges and to perform all of the duties
15 and obligations of the Association as set forth in that certain ~~Second~~ Sixth
16 Amended Declaration of Covenants, Conditions and Restrictions
17 hereinafter called the "Declaration", applicable to the property and
18 recorded upon the Public Records of Volusia County, Florida, together
19 with any subsequent amendments thereto.
20 (b) Fix, levy, collect and enforce payment by any lawful means, all charges or
21 assessments pursuant to the terms of the said ~~Second~~ Sixth Amended
22 Declaration to pay all expenses in connection therewith and all office and
23 other expenses incident to or governmental charges levied or imposed
24 against the property of the Association.
25 (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon,
26 operate, maintain, convey, sell, lease, transfer and dedicate for public use
27 or otherwise dispose of real or personal property in connection with the
28 affairs of the Association;
29 (d) Borrow money, and with the assent of two-thirds (2/3) of all of the
30 members, mortgage, pledge, deed in trust, or hypothecate any or all of its
31 real or personal property as security for money borrowed or debts
32 incurred.
33 (e) Dedicate, sell or transfer all or any part of the common area to any public
34 agency, authority, or utility for such purposes and subject to such
35 conditions as may be agreed to by the members. No such dedication or
36 transfer shall be effective unless an instrument has been signed by two-
37 thirds (2/3) of all of the members, agreeing to such dedication, sale or
38 transfer.
39 (f) Have and to exercise any and all powers, rights and privileges which a
40 corporation not-for-profit organized under the laws of the State of Florida,
41 may now or hereafter have or exercise.
42 (g) The Association shall have all common law and statutory duties of a
43 corporation not-for-profit.

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- 1 (h) All responsibilities and duties delegated to it pursuant to the provisions of
2 these Articles, the By-Laws and the Declaration, including but not limited
3 to operating, maintaining and managing the surface water and storm water
4 management system and Conservation Easement Areas in a manner
5 consistent with the St. Johns River Water Management District Permit
6 requirements and applicable District Rules and City of New Smyrna
7 Beach requirements and applicable City rules, regulations and ordinances;
8 and further shall assist in the enforcement of the restrictions and covenants
9 contains in the Declaration relating to said system.
10 (i) To carry out all duties placed upon it by these Articles, the By-Laws, the
11 Declaration and the Florida law.

12
13 **ARTICLE SIX**
14 **POWERS**

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

- 16 (a) General. The Association shall have all of the common-law and statutory
17 powers of a not-for-profit corporation under the laws of Florida that are
18 not in conflict with the provisions of these Articles or Chapter 720 of the
19 Florida Statutes.

20 (b) Enumeration. The Association shall have all the powers and duties set
21 forth in the Chapter 720 of the Florida Statutes, as amended from time to
22 time, except as limited by the Declaration of Homeowners' Association, as
23 amended from time to time; these Articles, as amended from time to time;
24 and the Bylaws, as amended from time to time, including but not limited
25 to the following:
26 i. To make and collect assessments and other charges against
27 members as Lot Owners and to use the proceeds thereof in the
28 exercise of its powers and duties.
29 ii. To buy, own, operate, lease, sell, and trade both real and personal
30 property as may be necessary or convenient in the administration
31 of the Association Property.
32 iii. To maintain, repair, replace, reconstruct, add to, and operate the
33 Association Property, or any other property acquired or leased by
34 the Association for use by Lot Owner.
35 iv. To purchase insurance upon the Homeowners Association Property
36 and insurance for the protection of the Association, its Officers,
37 Directors, and members as Lot Owners.
38 v. To make and amend reasonable rules and regulations for the
39 maintenance, conservation, and use of the Association Property;

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- for the health, comfort, safety, and welfare of the Lot Owners: and for the administration of the Association.
- vi. To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Declarations.
- vii. To enforce by legal means the provisions of the Chapter 720 of the Florida Statutes, the Declarations, these Articles, the Bylaws, and the rules and regulations for the use of the Association Property.
- viii. To contract for the management of the Homeowners' Association and Association Property and any facilities used by the Lot Owners and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those that require specific approval of the Board of Directors or the membership of the Association.
- ix. To employ personnel to perform the services required for proper operation of the Association.
- x. With the assent of two-thirds (2/3) of all of the members, make contracts and incur liabilities, borrow money at rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

ARTICLE FIVE SEVEN
MEMBERSHIP IN THE ASSOCIATION

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Every person or entity who is a record owner of a fee or undivided fee interest in any lot, including contract purchasers, whether such contract is recorded or not, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. All memberships in the Association shall be automatic and mandatory and shall terminate automatically when a member becomes divested of a fee simple ownership in a lot in the property.

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ARTICLE SIX EIGHT
VOTING

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~~The Association shall have two classes of voting membership:~~
~~Class A: Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds~~

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1 an interest in any lot, all such persons shall be members. The vote for such lot shall be
2 exercised as they determine, but in no event shall more than one vote be cast with respect
3 to any lot.

4 ~~Class B: Class B members shall be the Developer who shall be entitled to four~~
5 ~~votes for each lot owned. The class B membership shall cease and be converted to Class~~
6 ~~A membership when 80% of the units have been sold and conveyed and closed upon to~~
7 ~~non-developer parties, at which time the Developer, then being a Class A member, shall~~
8 ~~be entitled to one vote per lot.~~

9
10 The Association shall have one class of voting membership. Owners of one or
11 more lots shall be entitled to one vote for each lot owned. When more than one person
12 holds an interest in any lot, all such persons shall be members. The vote for such lot shall
13 be exercised as they determine, but in no event shall more than one vote be cast with
14 respect to any lot.

15
16 **ARTICLE SEVEN NINE**
17 **MANAGEMENT OF THE ASSOCIATION**

18
19 ~~The initial affairs of this Association shall be managed by a board of three~~
20 ~~directors, two of whom shall be appointed by the Developer and one of whom shall be~~
21 ~~elected by the non-developer members of the Association. When the Class B~~
22 ~~Membership is converted to Class A Membership, the number of directors shall be~~
23 ~~increased to five, all of whom shall be members of the Association, and elected by~~
24 ~~Members of the Association. The number of directors may be changed by amendment of~~
25 ~~the By-Laws of the Association. The names and addresses of the persons who are to act~~
26 ~~in the capacity of directors until the selection of their successors are:~~

27
28
29 MORRIS STEIN ————— President ————— 9 Ormaby Crescent
30 Toronto MSP 2V2 Canada

31
32 CHARMS A. HALL ————— Vice-President ————— 417 Canal Street
33 New Smyrna Beach, Florida

34
35 WAYLES W. ASHWORTH Secretary ————— 105 Quay Assissi Assisi
36 Treasurer ————— New Smyrna Beach, FL, 32070

37
38 The affairs of this Association shall be managed by a board of five directors all of
39 whom shall be members of the Association, and elected by members of the Association.
40 The number of directors may be changed by amendment of the By-Laws of the
41 Association.

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1
2 Directors shall serve for a term of two (2) years. In the event of vacancy resulting
3 from the resignation, death, or removal of a director, the newly elected or appointed
4 director shall fill the vacated seat on the Board of Directors for the remainder of the
5 former Director's unexpired term.

6
7 The Directors shall be elected by the membership in accordance with the By-
8 Laws at the regular annual meeting of the membership of the Corporation.

9
10 **ARTICLE EIGHT-TEN**
11 **OFFICERS**

12
13 The Association shall have as officers, a President, a Vice-President and a
14 Secretary / and a Treasurer. ~~Upon the conversion to Class A Membership,~~ [T]he five
15 directors shall select the ~~three~~ four officers herein set forth who shall serve for a period of
16 one year.

17
18 All officers shall be elected by the Board in accordance with the By-Laws at the
19 annual meeting of the Board to be held immediately following the annual meeting of the
20 membership.

21
22 **ARTICLE NINE ELEVEN**
23 **EXISTENCE AND DURATION**

24
25 The corporation shall exist perpetually.

26
27 **ARTICLE TEN-TWELVE**
28 **AMENDMENT**

29
30 Amendment of these Articles shall require the assent of 75% the entire
31 membership.

32
33 **ARTICLE THIRTEEN**
34 **CONFLICT AND AMENDMENT BYLAWS**

35
36 By-Laws of the Association may be altered, amended or rescinded in the manner
37 provided in the By-Laws. In the event of a conflict between the provisions of these
38 Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

39
40 **ARTICLE FOURTEEN**
41 **FISCAL YEAR**

42
43 The fiscal year of the Corporation shall begin October 1st and end on September
44 30th.

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ARTICLE FIFTEEN
SEVERABILITY

Invalidation of any of these Articles or portions thereof by judgment, court order, or operation of law, shall in no way affect other provisions, which shall remain in full force and effect.

ARTICLE SIXTEEN
INDEMNIFICATION

The Association shall indemnify any officer, board member or committee member or any former officer, Board member or committee member to the full extent permitted by law.

[Signatures on following page.]

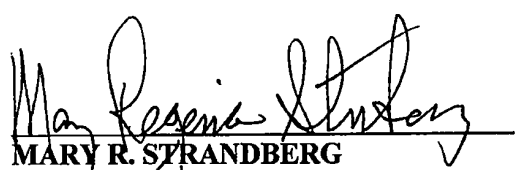
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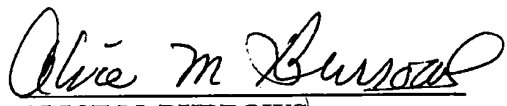
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**STATEMENT REGARDING AMENDMENT OF
ARTICLES OF INCORPORATION**

Pursuant to Sections 617.017 and 617.018, Florida Statutes, and pursuant to Article Ten of the Amended Articles of Incorporation, all of the Directors of the Corporation (hereinafter referred to as Association), joined by in excess of 75% of the members of the Association, who join in with the Directors and waive formal notice of any formal meetings, for said purpose, hereby express their desire to amend Articles of Incorporation, as set forth In these Third Amended Articles of Incorporation.

Dated this 11th day of April 2013.


MARY R. STRANDBERG
PRESIDENT


ALICE M. BURROWS
SECRETARY

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Diane M. Matousek
Volusia County, Clerk of Court

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ACKNOWLEDGMENT

State of Florida)
County of Volusia)

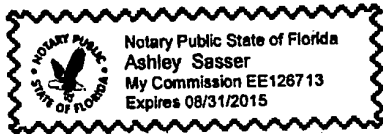
The foregoing Statement Regarding Amendment of Articles of Incorporation was acknowledged before me this 11th day of April, 2013, by Mary R. Strandberg and Alice M. Burrows. Personally Known _____ OR Produced Identification

Type of Identification produced (If not personally known):

Mary R. Strandberg: FDL
Alice M. Burrows: FDL

Witness my hand and official seal of the County estate last aforesaid this the 11th day of April, 2013.

The notary public



Ashley Sasser
NOTARY PUBLIC

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SECOND SIXTH AMENDED AND RESTATED DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS
REGARDING VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC.

Note: Underline indicates additions to text,
and ~~Strikethrough~~ indicates deletions in text.

This ~~Second~~ Sixth¹ Amended Declaration is made by ~~Regency Development~~
~~Corporation, a Florida corporation, hereinafter called "Developer"~~ the Venetian Villas
Unit Owners' Association, Inc., 105 Quay Assisi, New Smyrna Beach, Florida 32169²
New Smyrna Beach, Volusia County, Florida, by and through, joined in, approved by,
and ratified by, not less than ~~90%~~ 75%³ of the lot owners in ~~Venetian Villas~~ the Venetian
Villas Unit Owners' Association, Inc., in accordance with the amendment provisions
contained in Article X, GENERAL PROVISIONS, Section 3, Amendment of that certain
Declaration of Easements, Covenants, Conditions and Restrictions, regarding Venetian
Villas Unit Owners' Association, Inc. as recorded in Official Records of Volusia County,

¹ The Declaration for Venetian Villas Unit Owners' Association, Inc. was recorded on March 16, 1981 (OR BK 2404 PG 1561); the declaration was amended on December 3, 1982 (BK 2606 PG 0566); the declaration was amended for a second time on February 7, 1985 (BK 2674 PG 0156); the declaration was amended for a third time on November 8, 1985 (OR BK 2753 PG 0159); the declaration was amended for fourth time on June 11, 1985 (OR BK 2811 PG 1205); and for a fifth time on August 10, 1987 (OR BK 3021 .PG 1724).

² The Association's Business Office is located at 308 North Orange Street, New Smyrna Beach, Florida, 32168.

³ Article X, Section 3, of the Second Amended Declaration provides that "Hereafter this Declaration may be amended by not less than 75% of lot owners voting at an election held for said purpose." § 720.306 of the Florida Statutes provides: "any governing document of an association may be amended by the affirmative vote of two-thirds of the voting interests of the association."

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1 Florida, in Book 2404 3021, Page 1561 1724, and specifically as recorded at Page 1583
2 1746, Public Records of Volusia County, Florida.

3 This ~~Second~~ Sixth Amended Declaration supersedes and amends and specifically
4 rescinds any and all provisions in conflict herewith that are contained in that certain
5 Declaration of Easements, Covenants, Conditions and Restrictions regarding Venetian
6 Villas as recorded in Official Records Book 2404, Page 1561, Public Records of Volusia
7 County, Florida [original declaration]; that amendment recorded in Official Records
8 Book 2406, Page 0566, Public Records of Volusia County, Florida [*in fact the first*
9 *amended declaration*]; that ~~second~~ amended amendment recorded in Official Records
10 Book 2674, Page 0156, Public Records of Volusia County, Florida [*in fact the second*
11 *amended declaration*], and that Amended Declaration of Easements, Covenants,
12 Conditions and Restrictions regarding Venetian Villas, together with that certain
13 prospectus, recorded in the Official Records Book 2753, Page 0159 to Page 0211
14 inclusive, Public Records of Volusia County, Florida [*in fact the third amended*
15 *declaration*]; that amendment recorded in Official Records Book 2811, Page 1205, Public
16 Records of Volusia County, Florida ⁴ [*in fact the fourth amended declaration*]; and, that
17 amendment recorded in Official Records Book 3021, Page 1724, Public Records of
18 Volusia County, Florida [*in fact the fifth amended declaration and erroneously entitled*
19 *second amended declaration*].

20

⁴ To include land dedicated that was inadvertently omitted from legal description in the Declaration. This area is the apartments across the street. This appears to be a developer's error.

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WITNESSETH:

~~WHEREAS, Developer is one of the original owners and is agent for all the other original owners of the real property~~ Venetian Villas Unit Owners' Association, Inc. is a not-for-profit Florida Corporation that operates a residential community in Volusia County, Florida, pursuant to §720.302(1), Florida Statutes (2012)⁵ which has been described in certain plat or map of Venetian Villas Block "A", recorded in Map Book 38, Pages 13 and 14, Public Records of Volusia County, Florida, as amended and superseded by certain Re-plat of Venetian Villas Block "A", as recorded in Map Book or Plat Book 40 Pages 8, 9, 10 Public Records of Volusia County, Florida to which reference is hereby made, and by said reference incorporated herein, and

~~WHEREAS, Developer~~ Venetian Villas Unit Owners' Association, Inc. desires to continue imposing a common plan of development on said real property for the purpose of protecting the value and desirability thereof and for the purpose of enhancing the marketability thereof;

~~NOW, THEREFORE, Developer~~ Venetian Villas Unit Owners' Association, Inc. hereby amends and restates its Declaration of Easement, Covenants, Conditions, and Restrictions and declares that all of the real property described here above shall be held, sold, and conveyed subject to the following Easements, Covenants, Conditions and

⁵ An association which operates a community as defined in §720.301, Florida Statutes must be operated by an association that is a Florida corporation.

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1 Restrictions which are for the purpose of protecting the value and desirability of, and
2 which shall run with the said real property (run with the land) and be binding upon all
3 parties having a right, title or interest therein, or any part thereof, their respective heirs,
4 personal representatives, successors and assigns; and which shall inure to the benefit of
5 the Association and each owner thereof, as said terms are hereinafter more particularly
6 defined.

7

8

ARTICLE I

9

10

DEFINITIONS AND CONSTRUCTION

11

12 **Section 1.** “Association” shall mean and refer to Venetian Villas Unit
13 Owners’ Association, Inc., a Florida not-for-profit Corporation, its successors and
14 assigns, said corporation being organized pursuant to Chapter 617, Florida Statutes, and
15 being filed with the Department of State Florida on April 27, 1981.

16

17 **Section 2.** “Common Area” is that property depicted as common area on the
18 map of Venetian Villas as it is recorded in Map Book 38, Pages 13 and 14, Public
19 Records of Volusia County, Florida, and as amended and superseded by that plat of
20 Venetian Villas Block “A” re-plat as it is recorded in Map Book 40, Pages 8, 9, 10,
21 Public Records of Volusia County, Florida. It also includes certain portions of the dock
22 as hereinafter defined.

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1 ~~Section 3. "Developer" shall mean and refer to the REGENCY DEVELOPMENT~~
2 ~~CORPORATION, its successors and assigns.~~

3 Section 3. "Declaration of covenants," or "declaration," means a recorded
4 written instrument or instruments in the nature of covenants running with the land which
5 subject the land comprising the community to the jurisdiction and control of an
6 association or associations in which the owners of the parcels, or their association
7 representatives, must be members.

8
9 ~~Section 4. "Docking Facilities" are those docking facilities that have been~~
10 ~~made available by the Developer. That portion of the docking facilities, that is to say,~~
11 ~~specifically, the dock or pier that is easterly of and parallel to the property comprising~~
12 ~~Venetian Villas, along with the walkways thereto and lying westerly thereof, shall be~~
13 ~~considered as part of the common area. Those walkways or stringers that are~~
14 ~~perpendicular to the Venetian Villas and lie easterly of the common walkway or pier,~~
15 ~~together with the water surrounding and vessel tied thereto (the slip) shall be considered~~
16 ~~private property. The private property shall be sold separately and at such additional~~
17 ~~costs as set by the Developer, and on a first come first served basis, to lot owners. Once~~
18 ~~sold, [T]he private docking facility shall be considered as personally appurtenant to a~~
19 ~~particular lot and may not be assigned, sold or sublet by the owner thereof other than to~~
20 ~~another lot owner, unless sold, assigned or sublet along with the particular lot to which~~
21 ~~the private docking facility is appurtenant. The maintenance and upkeep of the common~~
22 ~~area portion of the docking facility shall be the responsibility of the Association. The~~

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1 maintenance and upkeep of the portion of the docking facilities that are considered
2 private shall be the responsibility of the particular owner of the said private docking
3 facility. Roofs and/or hoists shall not be allowed as docking facilities.

4
5 **Section 5. "Family" shall mean one or more persons related by blood,**
6 **marriage, adoption, or guardianship, or not more than four persons not so related, living**
7 **in one household.**⁶

8
9 **Section 6. "Invited Guest" shall mean any person who is invited by a lot**
10 **owner to an owner's residence to visit that lot owner.**

11
12 **Section 7. 5. "Lot" shall mean those lots that have been depicted on the plat of**
13 **Venetian Villas as it is recorded in Map Book 38, Page 13 and 14 of the Public Records**
14 **of Volusia County, Florida as amended and superseded on certain plat or map of**
15 **Venetian Villas Block "A", Replat, as it is recorded in Plat Book 40, Pages 8 , 9, and 10**
16 **Public Records of Volusia County, Florida, whether improved or unimproved. A lot shall**
17 **not include any common area.**

18
19 **Section 8. 6. "Mortgage" shall mean any mortgage, deed of trust, or other**
20 **instrument transferring any interest in any lot, or any portion thereof, as security for the**
21 **performance of any obligation.**

22

⁶ See, City of New Smyrna Beach, Florida, *Land Development Regulations* for definition of family.

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1 **Section 9. 7. "Mortgagee"** means any person named as an obligee under any
2 mortgage as hereinabove defined or as any successor in interest to such person under
3 such mortgage.

4
5 **Section 10. 8. "Owner"** shall mean and refer to the record owner, whether or not
6 one or more persons or entities, or whether a natural person or artificial legal entity, or a
7 fee simple title to any lot which is a part of the property, but excludes those having an
8 interest merely as a security for performance of an obligation.

9
10 **Section 11. 9. "Property"** shall mean and refer to certain real property
11 hereinabove described as Venetian Villas, Block "A", together with all improvements
12 and fixtures thereon and appurtenant.

13
14 **Section 12. 10. "Recorded"** means filed for record in the Public Records of
15 Volusia County, Florida.

16
17 **Section 13. "Trade or Business" means any activity carried on for the**
18 **production of income from selling goods or performing services., except and excluding**
19 **Home Occupations that are allowed under §801.06 of the City of New Smyrna Beach**
20 **Land Development Regulations.**⁷

⁷ §801.06. Home occupations. A. A home occupation shall be permitted as an accessory use in all residential districts, provided that: (1) Such occupation shall be conducted entirely within the dwelling unit used as the residence and shall not occupy more than 20 percent of the cumulative floor area; (2) No persons other than members of the household shall be engaged in such occupation; (3) The use of the

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1 **Section 14.11. Interpretation.** Unless the context otherwise requires the
2 use herein of the singular shall include the plural and vice versa, and the use of one
3 gender shall include all genders; and the use of the term “including” shall mean
4 “including, without limitation.” This Declaration shall be liberally construed in favor of
5 the party seeking to enforce the provisions herein to effectuate the purpose of protecting
6 and enhancing the value, marketability, and desirability of the property by providing a
7 common plan for the development and preservation thereof. The headings used herein
8 are for indexing purposes only and shall not be used as a means of interpreting or
9 construing the substantive provisions hereof.

10

dwelling unit for the home occupation shall be clearly incidental and secondary to the use of the dwelling for residential purposes, and such use shall not change the residential character thereof; (4) There shall be no structural additions, enlargements or exterior alterations to the residence or premises, signs, or other visible evidence of such home occupation; (5) No additional and separate entrance incongruent with the residential structural design shall be constructed for the purpose of conducting the home occupation; (6) No advertisement directs consumers to the home or is located at the home; (7) The home occupation shall not generate the visitation by clients, customers, salesmen, suppliers or any other persons to the premises which results in vehicular traffic generation of more than one vehicle at any one time, or of more than a total of 12 vehicles per day; (8) No provision for off-street parking or loading facilities, other than the requirements of the residential district in which the use is located, shall be permitted; no part of a required yard shall be used for such off-street parking or loading purposes; and no additional driveways to serve such home occupation shall be permitted; (9) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference outside the dwelling. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises; (10) No home occupation shall interfere with the residential uses of adjoining property; (11) A home occupation shall be required to have a city occupational license. B. The following types of occupations are allowed to use a residence address for an occupational license. However, no advertising shall direct consumers to the residence and all vehicles used for the business shall be parked inconspicuously on their property: (1) Contractors and subcontractors. (2) Lawn care and maintenance businesses. (3) Home, office, condominium, business cleaners. (4) Gardeners and care takers.

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ARTICLE II

GENERAL PROVISIONS

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title of every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities situated upon the common area.

(b) The right of the Association to suspend the voting rights and right to use recreational facilities as hereinafter is more particularly provided. ~~by an owner for any period during which any assessment against his lot remains unpaid; and for a period not exceeding sixty (60) days for any infraction of its published rules and regulations.~~

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3rds) ~~of each class~~ of the members has been recorded.

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1 (d) The right of the Association to impose reasonable charges and fees for
2 the upkeep of the common area, to provide for adequate utilities within the
3 common area, and to provide for such other services as should be deemed
4 advisable and advantageous for the lot owners as a whole.

5

6 **Section 2. Delegation of Use.** Any owner may delegate, in accordance with
7 the Bylaws of the Association, his right of enjoyment to the common area and facilities,
8 to the members of his family, his tenants, or contract purchasers who reside on property.

9

10 **Section 3. Owners' Other Easements.** Each owner shall have an easement
11 for pedestrian ingress and egress over and across the common area. Each owner shall
12 have an easement to use for guest parking purposes any area so designated within the
13 common area for such purposes. Each owner shall have an easement and right to use
14 such area within the common area as may be set aside and designated for use for garbage
15 and trash disposal and mailboxes. All such rights and easements granted by this
16 Declaration shall be appurtenant to, and pass with, title to the lot. Easements for
17 balconies for buildings on lots 29, 30, 43 and 44 existed over the adjoining lots to the
18 extent of the encroaching balconies.

19

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1 **Section 4. Antennas: Satellite Dishes and Antennas.**⁸ ~~No television or radio~~
2 ~~masts, towers, polls, antennas, arrows, wires, or appurtenances thereof, shall be erected,~~
3 ~~constructed or maintained on any lot in such manner to be visible from the exterior of~~
4 ~~said lot without limitation of the foregoing, all television antenna shall be erected and~~
5 ~~maintain completely inside the improvement of each lot and shall be of the attic type or~~
6 ~~such other type as may from time to time be permitted under the Association's rules~~
7 ~~regulations. No exterior visible antenna, radio masts, towers, poles, aerials, satellite~~
8 ~~dishes, or other similar equipment shall be placed on any lot or other portion of Venetian~~
9 ~~Villas Unit Owners' Association, Inc. without the prior written approval thereof being~~
10 ~~first had and obtained from the Association. The Association may require, among other~~
11 ~~things, that all such improvements be screened, and that bushes be placed around satellite~~
12 ~~dishes which are in-ground, so that they are not visible from adjacent lots, or from the~~
13 ~~Common Areas. Satellite dishes may also be placed on the side wall of the home with~~
14 ~~approval from the Association. No owner shall operate any equipment or device which~~
15 ~~will interfere with the radio or television reception of others. Only one (1) flagpole and~~
16 ~~one (1) satellite dish per lot shall be permitted subject to approval by the Association.~~
17

⁸ Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations ("TVBS"). The rule (47 C.F.R. Section 1.4000) has been in effect since October 1996, and it prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas. The rule prohibits most restrictions that: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.

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1 **Section 5. Garage Doors.** It is the intent that garage doors shall not be left
2 open in such a manner that the interior of the garage will be exposed to the general public
3 or to the other lot owners for any more time than is necessary. Therefore, garage doors,
4 unless the garage is screened in with a screen that covers the entire garage door opening,
5 shall be open only for the purpose, and for the time necessary, to gain entry or exit from
6 the garage with a vehicle or any other item of personalty.

7
8 **Section 6. Use of Unit.** Each lot shall be used for single-family purposes
9 only and no trade or business of any kind shall be carried on therein except upon the
10 written consent of the Association and under such conditions as the Association shall
11 determine. Notwithstanding the forgoing, home occupations that are allowed under the
12 New Smyrna Beach Land Development shall be permitted. The lease or rental of a lot
13 for single-family residential purposes shall not be construed as a violation of this
14 covenant.

15
16 **Section 7. Use of Common Area.** There should be no obstruction of the
17 common area, nor shall anything be kept or stored on any part of the common area by any
18 lot owner or other person without the prior written consent of the Association, ~~except as~~
19 ~~specifically provided herein, provided, however, that nothing herein contained in this~~
20 ~~Section shall prevent the Developer from the exclusive use of the northwest office~~
21 ~~(manager's office), of the clubhouse for sales purposes so long as there are Class A and~~

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1 ~~Class B memberships.~~ Nothing shall be altered on, constructed in, or removed from the
2 common area except upon the prior written consent of the Association.

3

4 **Section 8. Right of Owners to Peaceably Assemble.** All common areas and
5 recreational facilities serving the Association shall be available to lot owners in the
6 Association served thereby and their invited guests for the use intended for such common
7 areas and recreational facilities. The Association may adopt reasonable rules and
8 regulations pertaining to the use of such common areas and recreational facilities. The
9 Association shall not unreasonably restrict any lot owner's right to peaceably assemble or
10 right to invite public officers or candidates for public office to appear and speak in
11 common areas and recreational facilities.⁹

12

13 **Section 9. 8. Prohibition of Damage and Certain Activities.** Nothing shall be
14 done or kept on any of the property that would result in the increase of the rate of
15 insurance on the property or any part thereof over what the Association, but for such
16 activity, would pay, without the prior written consent of the Association. Likewise
17 nothing shall be done or kept on any property which would violate any state statute,
18 county or city ordinance, rule, regulation, permit or any other validly imposed
19 requirement by any governmental body. No damage to, or waste of, the common area, or
20 of the exterior of any lot or building thereon shall be committed by any owner or tenant
21 or any invitee of any owner; and each owner shall indemnify and hold the Association

⁹ See generally, §720.304 (1), Florida Statutes.

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1 and other owners harmless against all loss resulting from such loss or waste caused by
2 him or his tenant or invitees to the Association or to the other owners. No noxious,
3 destructive or offensive activity shall be permitted on any lot or in the common area nor
4 shall anything be done therein which may be or may become an annoyance or nuisance to
5 any other owner or to any such person at any time lawfully residing on the property.

6

7 **Section 10. 9. Signs Prohibited.** No sign of any kind shall be displayed to the
8 public view on any lot or the common area without the prior written consent of the
9 Association, except customary name and address signs and a lawn sign of not more than
10 five (5) square feet in size advertising the property for sale or rent, provided the same are
11 in accordance with the rules and regulations adopted by the Association.
12 Notwithstanding the forgoing, any parcel owner may display a sign of reasonable size
13 provided by a contractor for security services within 10 feet of any entrance to the
14 home.¹⁰

15

16 **Section 11. 10. Clotheslines prohibited.** No owner shall permit any clotheslines
17 to be displayed on any lot or the common area upon which articles of clothing ~~or~~ are
18 hung.

19

20 **Section 12. 11. Parking.** Except as herein provided, no owner shall park, store,
21 keep, repair or restore any boat or trailer anywhere upon the property except in an

¹⁰ §720.304(6), Fla. Stat. (2012).

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1 enclosed garage. An automobile, motorcycle, truck not exceeding ~~one-half (1/2)~~ three-
2 quarters (3/4) ton capacity may be parked on the driveway portion of a lot. The
3 following shall apply to the temporary parking of motor homes, travel trailers, pop-up
4 campers trailers, utility trailers, motorcycle trailers, boat trailers, and recreational
5 vehicles. No motor homes, travel trailers, pop-up campers trailers, utility trailers,
6 motorcycle trailers, boat trailers, or recreational vehicles may parked on the driveway
7 portion of a lot for a period of in excess of 72 hours within a 7 day period; or, a
8 community parking spaces for more than 72 hours in a 7 day period; or, at any time on
9 the unpaved portions of the common area. ¹¹ An owner parking motor homes, travel
10 trailers, pop-up campers trailers, utility trailers, motorcycle trailers, boat trailers, or
11 recreational vehicles as allowed on their lot for less than 72 hours within 7 day period; or,
12 community parking spaces no for less than 72 hours in a 7 day period, shall comply with
13 all applicable city ordinances. This prohibition, however, shall not prohibit an owner
14 from maintaining a boat within his designated slip at his designated docking facility. Use
15 of all guest parking areas in the common areas shall be subject to such rules and
16 regulations as may, from time to time, be adopted by the Association.

17
18 **Section 13. 42. Animals.** No animals, livestock, or other poultry of any kind
19 shall be raised, bred, or kept on any portion of the property, except that dogs, cats and
20 other customary household pets, ~~not exceeding 20 pounds~~, may be kept on lots subject to
21 the rules and regulations adopted by the Association, provided that they are not kept,

¹¹ New Smyrna Beach, Fla., Land Development Regulations, §802.04 and §802.05 controls the parking of recreational equipment.

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1 bred, or maintained for any commercial purpose. The Association may prohibit the
2 keeping of any pet anywhere on the property which Association reasonably determines
3 may constitute a threat to the safety or health of or well-being of persons lawfully upon
4 the property. All owners at all times shall comply with all rules, regulations,
5 ordinances,¹² statutes, and laws adopted, promulgated, or enforced by any public agency
6 having jurisdiction of the property and related to animals.

7
8 **Section 14 ~~13~~. Rubbish.** No rubbish, trash, garbage or other waste materials
9 shall be kept or permitted upon any lot except inside the improvements on such lot.
10 Rubbish, trash, garbage and other waste materials shall be kept for pickup only in
11 designated areas of common area and shall be placed in a sanitary container approved by
12 the Association.

13
14 **Section 15 ~~14~~. Mail Boxes.** Mail boxes shall be placed only in the designated
15 areas in the common area.

16
17 **Section 16 ~~15~~. Alterations on Exterior of Buildings Prohibited.** No exterior
18 alterations of any building or on any lot, including painting, shall be permitted except
19 upon the written consent of the Association, unless done by the Association.

20

¹² New Smyrna Beach, Fla., Code of Ordinances, Chapter 18, Animals, Article VII, Danger Dog Determination and Appeal Process, Sections 18-281 to Section 18-283; adopted pursuant to Chapter 767 of the Florida Statutes.

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1 ~~Section 16. Provisions Inoperative as to Initial Construction. Nothing~~
2 ~~contained in this Second Amended Declaration shall be interpreted or construed to~~
3 ~~prevent the Developer, its transferees, or its or their contractors, or subcontractors, from~~
4 ~~doing or performing on all or any part of the property owned or controlled by the~~
5 ~~Developer, its transferees whenever the Developer determines to be reasonable necessary~~
6 ~~or advisable in connection with the completion of the project, including, without~~
7 ~~limitations:~~

8
9 ~~A. Directing, construction, and maintaining their on such structures as~~
10 ~~may be reasonably necessary for the conduct of Developers business of~~
11 ~~completing the project and establishing the property as a residential community~~
12 ~~and disposing of same and parcels by sale, lease or otherwise; or~~

13
14 ~~B. Maintaining such sign or signs thereon as may be reasonably necessary~~
15 ~~in connection with the sale, lease, or other transferring of the property and parcels~~
16 ~~or lots.~~

17 ~~C. In addition to the above, the Developer retains the right, for as long as~~
18 ~~both Class A and B membership, to utilize the Northwest office (manager's~~
19 ~~office) of the clubhouse for sales purposes.~~

20 ~~As used in this section, term "transferees" specifically does not include purchasers~~
21 ~~of lots improved as completed residences.~~

22

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1 **Section 17. Rules and Regulations.** No owner shall violate the rules and
2 regulations for the use of the common area as the same are from time to time adopted by
3 the Association. The prohibitions and restrictions contained in this article shall be self-
4 executing without implementation by rules and regulations, but the foregoing shall not be
5 construed as an implied prohibition against the Association's ~~extending the scope of such~~
6 ~~prohibitions and restrictions by~~, from time to time, adopting the rules and regulations
7 consistent with this ~~Second~~ Sixth Amended Declaration.

8

9 **Section 18. Ownership Rights Limited to Those Enumerated.** No transfer
10 of title to any lot shall pass to the owner thereof any rights in and to the common area
11 except as are expressly enumerated herein. In the event any lot is shown or described as
12 bounded by a body of water, then any and all riparian rights appertaining and appurtenant
13 thereto that particular lot shall be subject to and inferior to the rights of the Association to
14 utilize the riparian water for a common area (the pier).

15

16 **Section 19. City Access and Utility Easements.** The ~~Developer~~ Venetian
17 Villas Unit Owners' Association, Inc. grants the City of New Smyrna Beach, Florida,
18 easements in, to and upon the property for the purposes of providing municipal services,
19 including, but not limited to, fire and police protection and garbage and trash collection;
20 and the ~~Developer~~ Venetian Villas Unit Owners' Association, Inc. grants to the City of
21 New Smyrna Beach Utilities Commission easements in, to and over the property for the

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1 purposes of furnishing and making repairs to and replacement upon utilities, including,
2 but not limited to, electricity, water and sewer.

3

4 **Section 20. Recreational Facilities.** Recreational facilities shall be considered
5 common area and shall consist of a pool, ~~sauna~~, and clubhouse.

6

7

ARTICLE III

8

9

MEMBERSHIP AND VOTING RIGHTS

10

11 **Section 1. Membership.** Every owner of the lot which is subject to
12 assessment shall be a member of the Association. If title to a lot is held by more than one
13 person, each of the persons shall be members. An owner of more than one lot shall be
14 entitled to one membership for each lot owned by him. Each membership shall be
15 appurtenant to the lot upon which it is based and shall be transferred automatically by the
16 conveyance of that lot. No person or entity, other than an owner ~~or Developer~~, may be a
17 member of the Association, and a membership in the Association may not be transferred
18 except in connection with the transfer of title to a lot; provided, however, the foregoing
19 shall not be construed to prohibit the assignment of a membership and voting rights by an
20 owner who is a contract seller to his vendee who is in possession.

21

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1 **Section 2. Voting.** The Association shall have ~~two (2) classes~~ one class of
2 voting membership:

3 (a) ~~Class "A."~~ Members. ~~Class A members~~ Members shall be lot owners
4 and shall be entitled to one vote for each lot owned ~~;~~ ~~provided, however, that for~~
5 ~~so long as there is Class B membership, the Developer shall not be a Class A~~
6 ~~member.~~ When more than one person holds an interest in any lot all persons shall
7 be members. The vote for such lot shall be exercised as they among themselves
8 determine, but in no event shall there be more than one vote cast with respect to
9 any lot. There shall be no split vote. Prior to the time of a meeting at which a
10 vote is to be taken, each co-owner shall file the name of the voting co-owner with
11 the Secretary of the Association in order for that person to be entitled to vote at
12 such meeting, unless the co-owners have filed a general voting authority with the
13 Secretary applicable to all votes until rescinded.

14
15 (b). ~~Class B. The Class B members shall be the Developer who shall be~~
16 ~~entitled to for votes for each lot owned by the Developer. At such time as 80% of~~
17 ~~the lots have been sold and conveyed by the Developer, the Class B membership~~
18 ~~shall cease and shall automatically be converted to Class A membership.~~

19
20 **Section 3. Amplification.** The provisions of this Declaration are
21 amplified by the Articles of Incorporation and by the Bylaws of the Association;
22 provided, however, no such amplification shall substantially alter or amend any of

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1 the rights or obligations of the owners set forth herein. If in the event of any
2 conflict between this ~~Second~~ Sixth Declaration and the Articles of Incorporation
3 or the Bylaws this ~~Second~~ Sixth Amended Declaration shall control.
4

5 **ARTICLE IV**

6
7 **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

8
9 **Section 1. Common Area.** The Association, subject to the rights of the
10 owners set forth in this ~~Second~~ Sixth Amended Declaration, shall be responsible for the
11 exclusive management, control, and maintenance of the common area and all
12 improvements thereof (including the furnishing and equipment related thereto), shall
13 keep the same in good, clean, substantial, attractive and sanitary condition, order and
14 repair. Without limiting the generality of the foregoing, the Association shall be
15 specifically responsible for:

16 (a) Maintenance or replacement of any trees, shrubs, or landscaped areas
17 installed or created by the Developer, and that were later assumed by the
18 Association as per the project;

19
20 (b). Maintenance, repair, replacement of any lighting fixtures, mailboxes,
21 garbage and trash disposal dumpsters or cans;

22

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1 (c) Maintenance, repair or replacement required because of occurrence of
2 any fire, wind, vandalism or any other casualty;

3 (d) Maintenance, repair and replacement of any recreational facility or part
4 thereof;

5 (e) Maintenance, repair and replacement of any furnishings, in, to or upon
6 any lot that is owned by the Association for the use of a manager or other
7 administrative personnel.

8
9 **Section 2. Exterior Maintenance of Lots.** In addition to the maintenance of
10 the common area, the Association shall provide exterior maintenance upon each lot
11 which is subject to an assessment hereunder, as follows: painting, repair, replacement and
12 care for roofs, gutters, down spouts, exterior building surfaces and walks installed by the
13 Developer and later that were assumed by the Association or installed by the Association
14 as part of the project, and replacement thereof except as herein expressly limited. The
15 Association shall maintain, but not be required to replace any driveway installed by the
16 Developer and later that were assumed by the Association as part of the project. The
17 Association shall maintain the lawn areas of each lot. The Association's duty of exterior
18 maintenance shall not be extended to, nor include any of the following:

19
20 (a) Landscaping upon any lot (except trees which shall be done by the
21 association and paid for as a common expense);
22

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1 (b) Maintenance, repair or replacement of glass surfaces or screening;

2

3 (c) Replacement of exterior doors, including garage doors;

4

5 (d) Maintenance, repair or replacement required because of the occurrence
6 of any fire, wind, vandalism or other casualty.

7

8 The maintenance, repair or replacement or insurance thereof, as the case may be,
9 of any of the foregoing excluded items, shall be the responsibility of each owner. Should
10 any owner neglect or fail to maintain, repair or replace, as the case may be, any of the
11 foregoing excluded items, the Association, after approval by ~~two-thirds~~ 75% vote of its
12 Board of Directors, may maintain, repair or replace the same, as the cause may be at the
13 owner's expense; and the cost thereof shall be added to and become part of the
14 assessment against such owner's lot. If the need for any maintenance, repair or
15 replacement, as the case may be, pursuant to this section, is caused by willful or negligent
16 act of any owner, or any member of any owner's family or household, or any owner's
17 invitee or tenant, or any member of such tenant's family or household, then the cost
18 thereof shall be added to and become part of the assessment against such owner's lot.
19 The Association shall be subrogated to the rights of each owner with respect to damage
20 caused by any invitee, tenant, or member of such tenant's family or household.

21

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1 **Section 3. Right of Entry.** The Association, through its employees,
2 contractors and agents, is hereby granted a right of entry into and upon each lot to the
3 extent that is reasonably necessary to discharge the Association's duties of exterior
4 maintenance and for any other purpose reasonably related to the Association's
5 performance of any duty imposed or exercise of any right granted by this ~~Second~~ Sixth
6 Amended Declaration, including, without limitation, the discharge of any duty of
7 maintenance or replacement, or both imposed upon the owner. Such right of entry shall
8 be exercised in a peaceful and reasonable manner at all reasonable times and upon
9 reasonable notice whenever the circumstances permit. Entry into any improvement upon
10 any lot shall not be made without the consent of the owner or occupant thereof except
11 when such entry is reasonably necessary for the immediate preservation or protection, or
12 both, of the health or safety, or both, of any person lawfully upon the property or any
13 person's property. An owner shall not arbitrarily withhold consent to such entry for the
14 purposes of discharging any duty or exercising any right granted by the foregoing
15 sections of this article, provided such entry is upon reasonable notice, at a reasonable
16 time, and in a peaceful and reasonable manner.

17
18 **Section 4. Services for Association.** The Association may obtain and pay for
19 the services of any person or entity to manage its affairs, or any part thereof, to the extent
20 it deems advisable, as well as such other personnel as the Association shall determine to
21 be necessary or desirable for the proper operation of the property, whether such personnel
22 are furnished or employed directly by the Association or any person or entity with whom

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1 or which it contracts. The Association may obtain and pay for legal and accounting
2 services necessary or desirable in connection with the operation of the property or the
3 enforcement of this ~~Second~~ Sixth Amended Declaration and Bylaws.

4
5 **Section 5. Services for Owners.** The Association may contract, or otherwise
6 arrange, with any person or entity to furnish water, trash collection, sewer services
7 maintenance, replacement, and other common services to all the lots, when such services
8 are not available from the City of New Smyrna Beach, Florida, or from Utilities
9 Commission of the City of New Smyrna Beach, Florida. Any owner may additionally
10 voluntarily contract with the Association for the Association to perform or cause
11 performance of, any service benefiting such owner's lot at the cost and expense of such
12 owner. All sums due the Association pursuant to such contracts shall be added to and
13 become part of the assessment against such owner's lot. Notwithstanding the foregoing,
14 the Association may not contract with any owner to provide any services at such owner's
15 expense which is the duty of the Association to provide at its own expense under any
16 provision of this ~~Second~~ Sixth Amended Declaration.

17
18 **Section 6. Personal Property for Common Use.** The Association may
19 acquire and hold tangible and intangible personal property and may dispose of the same
20 by sale or otherwise subject to the restrictions as may from time to time be provided in
21 the Association's Bylaws

22

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1 **Section 7. Rules and Regulations.** The Association may from time to time
2 adopt, alter, amend and rescind reasonable rules and regulations governing the use of lots
3 and the common area, which rules and regulations shall be consistent with the rights and
4 duties established herein. The association shall adopt and enforce reasonable rules and
5 regulations regarding security that may be provided within the Association property. The
6 association with respect to the areas subject to their ownership or control, shall enforce
7 the restrictions and covenants contained herein, as well as their rules and regulations
8 promulgated hereunder and shall undertake and perform all acts and duties necessary and
9 incident to enforcing such restrictions, covenants, rules and regulations, all in accordance
10 with the provisions of this Declaration and the Articles of Incorporation and By-Laws of
11 the Association.

12
13 **Section 8. Management and Enforcement Authority.** In the
14 administration, operation, and management as herein designated to the Association and in
15 the enforcement of the applicable Covenants and Restrictions, the Association, in
16 addition to any authority granted elsewhere herein, shall have and is hereby granted with
17 respect to areas of the Association's ownership and control, full power and authority: (a)
18 to enforce all applicable provisions of this Declaration; (b) to levy and collect
19 assessments in accordance herewith; and (c) in order to carry out the purposes of the
20 Association, to adopt, promulgate, and enforce reasonable rules and regulations
21 governing the use and enjoyment of the areas of the Association's ownership and/or
22 control. The Association may institute, maintain, settle, or appeal actions or hearings in

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1 its name on behalf of all members concerning matters of common interest to the
2 members, including, but not limited to, the common areas; roof or structural components
3 of a building, or other improvements for which the association is responsible;
4 mechanical, electrical, or plumbing elements serving an improvement or building for
5 which the association is responsible; representations of the developer pertaining to any
6 existing or proposed commonly used facility; and protesting ad valorem taxes on
7 commonly used facilities. The association may defend actions in eminent domain or
8 bring inverse condemnation actions. Before commencing litigation against any party in
9 the name of the association involving amounts in controversy in excess of \$100,000, the
10 Association must obtain the affirmative approval of a majority of the voting interests at a
11 meeting of the membership at which a quorum has been attained.¹³

12

13 **Section 9. 8. Implied Rights.** The Association may exercise any other right or
14 privileges given to it expressly by this Declaration, its Articles of Incorporation, or its
15 Bylaws, and every other right or privilege reasonably to be implied from the existence of
16 any rights or privilege to be granted herein or reasonably necessary to effectuate the
17 exercise of any right or privileges granted herein.

18

19 **Section 10. 9. Restrictions on Capital Improvements.** Except for replacement
20 or repair of those items installed by the Developer and later that were assumed by the
21 Association as part of the work, and except for personal property to be related to the

¹³ See generally, §720.303(1) of the Florida Statutes.

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1 maintenance of the common area, the Association may not authorize capital
2 improvements to the common area unless written approval is obtained from eighty
3 percent (80%) 75% of the owners.

4
5 **ARTICLE V**

6
7 **OBLIGATION OF DEVELOPER**

8
9 ~~Section 1. Duty to Construct Improvements. The Developer agrees to~~
10 ~~construct improvements on each lot in accordance with the terms and conditions called~~
11 ~~for in the contract for sale and purchase and specifications or improvements pertaining to~~
12 ~~that particular lot. In addition, the Developer has constructed such common area and~~
13 ~~improvements thereof as will properly provide for the services and amenities for various~~
14 ~~lot owners. In no case, and under no circumstances, shall there be an agreement between~~
15 ~~the Developer and the lot owner that construction of any building or improvement upon~~
16 ~~said lot shall commence later than one year from transfer by the Developer to the owner~~
17 ~~of title to a particular lot.~~

18

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ARTICLE Y

COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation for Assessments.

Each owner of each lot, by acceptance of a deed thereof, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges; and (2) special assessment for capital improvements, such assessments to be established and collected as herein provided; and (3) special assessments against any particular lot which are established pursuant to the terms of this Declaration; and (4) all excise taxes, if any, which may be imposed on all or any portion of the foregoing. All such assessments, together with interest and all costs and expenses of such collection, including reasonable attorney's fees shall be charged upon the land and shall be a continuing lien upon the lot upon which each assessment is made. A lot owner's obligation to pay homeowners' association assessments is a covenant running with the land and is enforceable by the association as a property right. Each assessment, together with interest and all cost and expenses of collection, including reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

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1 **Section 2. Purpose of Assessments.** The assessments levied by the
2 Association shall be used exclusively to promote the recreation, health, safety and general
3 welfare of the residents of the property; for the improvement and maintenance of the
4 common area, and of the exterior of the buildings situated upon the property, for payment
5 of all taxes assessed to the Association, if any, in respect to the common area, or the
6 improvements of personal property thereon, and for utility charges thereon; and for the
7 Association's general activities and operations in promoting the recreation, health, safety
8 and general welfare of the residents of the property.

9
10 **Section 3. Annual Assessment.** The annual assessment at the present time
11 and until changed in accordance with this Declaration, shall be ~~six hundred (\$600)~~
12 \$2,483.00, payable at the rate of ~~\$50.00~~ \$207.00 per month.

13
14 (a) From and after ~~January~~ October 1, of each year, the annual assessment
15 may be increased during that year to reflect the increase, if any, in the Consumer
16 Price Index for all Urban Consumers (CPI-U) and Urban Wage Earners and
17 Clinical Workers (CPI-W): U.S. City Index, 1982-84 = 100 ~~for all items~~
18 published by the Bureau of Labor Statistics of the United States Department of
19 Labor; or, if publication of said index is discontinued, in the most nearly
20 comparable successor index thereto. No decrease in the annual assessment shall
21 be required because of any decrease in the Consumer Price Index.

22

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1 (b) From and after ~~January~~ October 1, of each year, the annual assessment
2 may be increased by more than the increase in the Consumer Price Index, as
3 herein provided, by vote of two-thirds (2/3rds) ~~of each class of members who are~~
4 ~~voting in person or by proxy~~ of all members at a meeting duly called for such
5 purpose.

6
7 (c) The Board of Directors may fix the annual assessment at an amount
8 not in excess of the amount set forth in subparagraph (a) of this section.
9

10 **Section 4. Special Assessments for Capital Improvements.** In addition to
11 the annual assessments authorized above, the Association may levy, in any assessment
12 year, a special assessment applicable to that year only for the purpose of defraying, in
13 whole or in part, the cost of any construction, reconstruction, or repair or replacement of
14 capital improvement upon the common area, including fixtures and personal property
15 related thereto, or the property, provided that such assessment shall have the assent of
16 two-thirds (2/3rds) of the vote ~~of each class of voting members who are voting in person~~
17 ~~or by proxy~~ of all members at a meeting duly called for this purpose.
18

19 **Section 5. Notice of Meetings.** ~~Written notice of any meeting called for the~~
20 ~~purpose of taking any action authorized under section 3 or 4 hereof shall be sent to all~~
21 ~~members not less than 30 days nor more than 60 days in advance of the meeting. At the~~
22 ~~first such meeting called, the presence of members or of proxies entitled cast 60% of all~~

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1 ~~the votes of each class of membership shall constitute a quorum. If the required quorum~~
2 ~~is not present, another meeting may be called subject to the same notice requirement, and~~
3 ~~the required quorum for the subsequent for meeting shall be one half (1/2) of the required~~
4 ~~quorum at the preceding meeting. The sets of the meeting shall be held more than sixty~~
5 ~~(60) days following the preceding meeting. The bylaws shall provide the manner of~~
6 ~~giving notice to members of all member meetings and meetings of the Board of~~
7 ~~Directors.~~¹⁴

8
9 **Section 6. Uniform Rate of Assessment.** Both special assessments for
10 capital improvements, and annual assessments, may shall be fixed at a uniform rate for all
11 lots and may be collected on a monthly basis.¹⁵ ; ~~provided, however, the foregoing~~
12 ~~requirement of uniformity shall not prevent special assessments against any particular lot~~
13 ~~which are established pursuant to the terms of this Declaration~~

14
15 ~~**Section 7. Developer's Assessment.** Notwithstanding the foregoing~~
16 ~~requirement of uniformity, or any other provision of this Declaration, or the Association's~~
17 ~~Articles of Incorporation, or Bylaws to the contrary, and for as long as there is a Class A~~
18 ~~membership and a Class B membership, the annual assessment against any lot owned by~~
19 ~~the Developer that is substantially completed and which has flooring installed, shall be~~
20 ~~assessed in an amount equal to that assessed against the lot owned by a Class A member~~
21 ~~of the Association. The assessment for a undeveloped lot shall be set at an amount not~~

¹⁴ See generally, §720.306(5) of the Florida Statutes.

¹⁵ See §720.308(1), Florida Statutes.

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1 ~~less than nor more than 25% of that paid by a dwelling unit owned by a Class A member.~~
2 ~~Notwithstanding anything to the contrary in this Declaration, the assessment for lots of by~~
3 ~~the Developer, whether improved or not, shall not be made unless and until the Second~~
4 ~~Sixth Declaration has been recorded upon the Public Records of Volusia County, Florida~~
5 ~~and join in and consented to by not less than 90% of the lot owners.~~

6

7 ~~Upon termination of the Class B membership in the Association, as herein provided, the~~
8 ~~annual assessment against any lot owned by the Developer shall be 100% of the amount~~
9 ~~herein established against a lot owned by a class A member of the Association, other~~
10 ~~than the Developer. Upon transfer of title of the Developer of lot to an owner, such lot~~
11 ~~shall be assessed in an amount established against lots owned by Class A members of the~~
12 ~~Association, prorated as of, and commencing with, the date of transfer of title.~~
13 ~~Notwithstanding foregoing, those lots from which the Developer derives income or holds~~
14 ~~an interest as mortgagee or contract seller, shall be assessed at the same amount as~~
15 ~~hereinabove established for lots owned by Class A members of the Association, prorated~~
16 ~~as of, and commencing with the month following execution of the rental agreement or~~
17 ~~mortgage, or contract purchasers entry into possession, as the case may be.~~

18

19 Section 7. Estoppel Certificates. Within 15 days after the date on which a
20 request for an estoppel certificate is received from a lot owner or mortgagee, or his or her
21 designee, the Association shall provide a certificate signed by an officer or authorized
22 agent of the Association stating all assessments and other monies owed to the association

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1 by the parcel owner or mortgagee with respect to the parcel. The Association may charge
2 a fee for the preparation of such certificate, and the amount of such fee must be stated on
3 the certificate. Any person other than a parcel owner who relies upon a certificate
4 receives the benefits and protection thereof. A summary proceeding pursuant to §51.011
5 Florida Statutes may be brought to compel compliance with this section, and the
6 prevailing party is entitled to recover reasonable attorney's fees. The authority to charge
7 a fee for the certificate shall be established by a written resolution adopted by the board
8 of directors or provided by a written management, bookkeeping, or maintenance contract
9 and is payable upon the preparation of the certificate. If the certificate is requested in
10 conjunction with the sale or mortgage of a parcel but the closing does not occur and no
11 later than 30 days after the closing date for which the certificate was sought the preparer
12 receives a written request, accompanied by reasonable documentation, that the sale did
13 not occur from a payor that is not the parcel owner, the fee shall be refunded to that payor
14 within 30 days after receipt of the request. The refund is the obligation of the parcel
15 owner, and the association may collect it from that owner in the same manner as an
16 assessment as provided in this section.¹⁶

17
18 **Section 8. Monthly Payments of Annual Assessment.** Annual and special
19 assessments may be collected on a monthly basis, on the first day of the month. Written
20 notice of the annual assessment, or of a special assessment, shall be sent to each owner
21 subject thereto. The owner shall upon demand, and for a reasonable charge, be entitled to

¹⁶ See, §720.30851, Florida Statutes.

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1 a certificate signed by an officer of the Association, setting forth whether the assessment
2 or assessments against the specific lot have been paid, and, if not, the amount of
3 delinquency thereof.

4
5 **Section 9. Liens for Assessments.** All sums assessed to any lot pursuant to
6 this Declaration, together with interest, at the highest legal rate of interest, including
7 reasonable attorney's fees, shall be secured by a lien on such lot in favor of the
8 Association. Except for liens secured by a first mortgage, all other lienors acquiring liens
9 on any lot after recordation of this Declaration on the Public Records of Volusia County,
10 Florida, shall be deemed to have consented that such lien shall be inferior to the liens for
11 assessments, as provided herein, whether or not such consent is specifically set forth in
12 the instruments creating such liens. The recordation of this Declaration on the Public
13 Records of Volusia County, Florida, shall constitute notice to all subsequent purchasers
14 and creditors, or either, of the existence of the lien created in favor of the Association,
15 and priority thereof and shall place upon each subsequent purchaser or creditor, other
16 than a first mortgagee, the duty of inquiring of the Association as to the status of the
17 assessments against any lot within the property.

18
19 **Section 10. Effect of Nonpayment of Assessments, Remedies of the**
20 **Association.** Any assessment not paid within 30 days after the due date shall bear
21 interest from the due date at the highest legal rate of interest. Any assessment not paid
22 within 30 days after the due date, a twenty-five dollar (\$25.00) late fee shall be charged

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1 for each month until the assessment is paid in full. The Association may bring an action
2 at law against the owner personally obligated to pay the same or foreclose a lien against
3 the property. No owner may waiver otherwise avoid liability for the assessment provided
4 for herein by nonuse of the common area, or abandonment of his lot. A suit to recover
5 ~~monthly~~ money judgment for unpaid assessments hereunder shall be maintainable
6 without foreclosure or waiving the lien securing the same.

7

8 **Section 11. Foreclosure.** Liens for sums assessed pursuant to this Declaration
9 may be enforced by a judicial foreclosure by the Association in the same manner in
10 which mortgages or real property may be foreclosed in Florida. In any such foreclosure,
11 the owner shall be required to pay all costs and expenses of foreclosure, including
12 reasonable attorney's fees. All such costs and expenses shall be secured by the lien
13 foreclose. The owner shall also be required to pay to the Association any assessments
14 against the lot which shall become due during the period of foreclosure, and the same
15 shall be secured by the lien foreclosed and accounted for as of the date of the owner's title
16 is divested by foreclosure. The Association shall have the right to bid at the foreclosure
17 or any other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease,
18 rent, encumber, use and otherwise deal with the same as the owner thereof for the
19 purposes of resale only. The Association, or its successor or assignee, that acquires title
20 to a lot through the foreclosure of its lien for assessments is not liable for any unpaid
21 assessments, late fees, interest, or reasonable attorney's fees and costs that came due
22 before the Association's acquisition of title in favor of any other Association, as defined

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1 in or §720.301(9) Florida Statutes, which holds a superior lien interest on the lot. The
2 Association shall not be liable to pay annual or special assessments on lots acquired
3 through foreclosure.¹⁷ In the event the foreclosure sale results in a deficiency, the court
4 ordering the same may, in its discretion, enter a personal judgment against the owner
5 thereof for such deficiency in the same manner as provided foreclosure of mortgages in
6 the State of Florida. After a judgment of foreclosure has been entered, the lot owner
7 during occupancy of the unit shall be required to pay a reasonable rental if so ordered by
8 the Court. If unit is rented or leased during the pendency of a foreclosure action,
9 Association shall be entitled to the appointment of a receiver to collect the rent. The
10 Association shall have a cause of action against unit owners to secure payment to the
11 Association by unit owners of all charges, costs, and expenses the Association that cannot
12 be secured as assessments, regular or special. The charge shall bear interest at the highest
13 lawful rate and shall carry with it costs and attorneys' fees, including costs and fees or
14 appeal, incurred in collection.

15

16 **Section 12. Homesteads.** By acceptance of a deed, the owner of each lot shall
17 be deemed to acknowledge conclusively that the obligations evidenced by the
18 assessments provided for in this Declaration are for the improving and maintenance of
19 any homestead maintained by such owner on such owner's lot.

20

¹⁷ See §720.3085(2)(d) of the Florida Statutes.

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1 **Section 13. Subordination of the Lien to Mortgages.** The lien of the
2 assessment provided for herein shall be subordinate to the lien of any first mortgage. The
3 sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall
4 release such lot from liability for assessments thereafter becoming due or from the lien
5 thereof. The Association shall, upon written request, report to any encumbrancer of a lot
6 any unpaid assessments remaining unpaid for a period longer than 30 days after the same
7 shall become due and shall give such encumbrancer a period of 30 days in which to cure
8 such delinquency before instituting foreclosure proceedings against a lot; provided,
9 however, that such encumbrancer first shall have furnished to the Association written
10 notice of existence of the encumbrance, which notice shall designate the lot encumbered
11 by a proper legal description and shall state the address to which notice pursuant to this
12 section shall be given the encumbrancer. Any encumbrancer holding a lien on the lot
13 may pay, but shall not be required to pay, any amounts secured by the lien created by this
14 section, and, upon such payment, the encumbrancer shall be subrogated to all rights of
15 the Association with respect to such lien, including priority.

16

17

ARTICLE VI VII

18

19

PARTY WALL

20

21 **Section 1. General Rules to Apply.** Each wall such as is built as a part of
22 the original construction of the buildings upon the property and placed on the dividing

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1 line between the lot, shall constitute a party wall, and to the extent inconsistent with the
2 provisions of this Article, the general rules of law regarding party walls and liability for
3 property damage due to negligence or willful acts or omissions shall apply thereto.

4 The walls and trellises located on the property lines that separate the balconies
5 and patios on the waterfront unit lots owners' properties; and the trellises located on the
6 property lines separating the non-waterfront units lots owners' properties are herein
7 defined as party walls for the purposes of this declaration and said walls and trellises
8 shall be repaired and maintained by the adjoining property owners as party walls as
9 provided for in this article.

10

11 **Section 2. Sharing of Repair and Maintenance.** The cost of reasonable
12 repair and maintenance of a party wall shall be shared by the owners who make use of the
13 wall in proportion to such use.

14

15 **Section 3. Destruction by Fire or other Casualty.** If the party wall is
16 destroyed or damaged by fire or other casualty and it is not covered by insurance, any
17 owner who has used the party wall may restore it; and if the owners thereafter make use
18 of the wall, they shall contribute to the cost of restoration thereof in proportion to their
19 use without prejudice, however, to the right of any such owner the call for larger
20 contribution from the others under any rule or law regarding liability for negligence or
21 willful acts or omissions.

22

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1 Section 1. Architectural Review Committee. The Board of Directors shall
2 serve as the members of the Architectural Review Committee. The Architectural Review
3 Committee shall review and approve plans and specifications for the location, size, type,
4 or appearance of any structure or other improvement prior to said structure or
5 improvement being constructed, maintained or repaired on a lot; and, shall enforce
6 standards for the external appearance of any structure or improvement located on a lot.¹⁸

7
8 Section 2. Owner's Absolute Duty to Rebuild. In the event that the lot
9 owner's residential unit is destroyed by fire, flood, storm event, structural failure, riot,
10 civil insurrection, war, or any other cause that renders the lot owner's residential unit
11 uninhabitable for residential purposes, the lot owner shall have a duty: (a) to clear his or
12 her lot of debris within 30 days of the event causing the destruction of his or her
13 residential unit; and, (b) to reconstruct his or her residential unit and receive a certificate
14 of occupancy within one year of the event causing the destruction his or her residential
15 unit. In the event of the destruction of a residential structure on a lot owners lot, the
16 Association may enter upon the lot owner's lot and erect on the lot owner's lot temporary
17 structures to secure the lot, to support adjacent structures, and to restore public utilities.
18 Any reconstruction shall be in accordance with the plans and specifications of the
19 original improvements subject to modification to conform with the then current
20 governmental restrictions and codes, if necessary, and in compliance with the
21 architectural criteria (as to adopted color palette, etcetera) for Venetian Villas. A copy of

¹⁸ See generally, §720.3035 of the Florida Statutes.

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1 the original plans and specifications shall be maintained by the Board of Directors as the
2 official records of the Association.

3 **Section 3. Guidelines.** The guidelines and standards authorized by this
4 Declaration for the use of material, the size of the structure or improvement, the design of
5 the structure or improvement is set forth in Construction Plans for Venetian Villas by
6 Zahn and Sliger, Engineering, Inc., March 16, 1981, Leete & Leete, Architects,
7 November 4, 1992, Keith C. Hock, Architects July 1988, Job No: MF 14-88, Alan Paul
8 Cajacob, Architect which is by reference made a part hereof. The Association shall
9 establish an official color palette for the painting of all structures constructed on the
10 property that is the subject matter of this declaration. The color palette shall include, but
11 not be limited to, the body color of buildings, the colors of front and garage doors, trim
12 colors, the colors of shutters, and the colors of windows. The color palette shall
13 designate the *Sherwin William's Brand Paint Numbers* unless another system of
14 identifying the correct paint color to be used is established by the association. The color
15 palette may amended by a 2/3rds vote of all members called for the purpose of amending
16 the official color palette.

17
18 **Section 4. Limitations of Restrictions.** To the extent that this Declaration
19 or other published guidelines and standards authorized by this Declaration provides
20 options for the use of material, the size of the structure or improvement, the design of the
21 structure or improvement, or the location of the structure or improvement on the lot,
22 neither the Association nor Architectural Review Committee of the Association shall

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1 restrict the right of a lot owner to select from the options provided in this Declaration or
2 other published guidelines and standards authorized by this Declaration.

3
4 **Section 5. Policies Inconsistent with Declaration.** Neither the Association
5 nor the Architectural Review Committee of the Association may rely upon a policy or
6 restriction that is inconsistent with the declaration of covenants or other published
7 guidelines and standards authorized by the declaration of covenants, whether uniformly
8 applied or not, in defense of any action taken in the name of or on behalf of the
9 Association against a lot owner.

10
11 **Section 6. United States Flags.** Any owner may display one portable,
12 removable United States flag or official flag of the State of Florida in a respectful
13 manner, and one portable, removable official flag, in a respectful manner, not larger than
14 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine
15 Corps, or Coast Guard, or a POW-MIA flag, regardless of any covenants, restrictions,
16 bylaws, rules, or requirements of the Association.

17
18 **Section 7. Flagpoles.** Any owner may erect a freestanding flagpole no more
19 than 20 feet high on any portion of the owner's lot, regardless of any covenants,
20 restrictions, Bylaws, rules, or requirements of the Association, if the flagpole does not
21 obstruct sightlines at intersections and is not erected within or upon an easement. The
22 owner may further display in a respectful manner from that flagpole, regardless of any

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1 covenants, restrictions, Bylaws, rules, or requirements of the Association, one official
2 United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one
3 official flag of the State of Florida or the United States Army, Navy, Air Force, Marines,
4 or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or
5 smaller than the United States flag. The flagpole and display are subject to all building
6 codes, zoning setbacks, and other applicable governmental regulations, including, but not
7 limited to, noise and lighting ordinances in the county or municipality in which the
8 flagpole is erected and all setback and locational criteria contained in the governing
9 documents.¹⁹

10

11 **Section 8. Disability Ramp. Any lot owner may construct an access ramp if**
12 **a resident or occupant of the lot has a medical necessity or disability that requires a ramp**
13 **for egress and ingress under the following conditions: The ramp must be as unobtrusive**
14 **as possible, be designed to blend in aesthetically as practicable, and be reasonably sized**
15 **to fit the intended use. Plans for the ramp must be submitted in advance to the**
16 **homeowners' Association. The Association may make reasonable requests to modify the**
17 **design to achieve architectural consistency with surrounding structures and surfaces. The**
18 **lot owner must submit to the Association an affidavit from a physician attesting to the**
19 **medical necessity or disability of the resident or occupant of the lot requiring the access**
20 **ramp. Certification used for §320.0848, Florida Statutes shall be sufficient to meet the**
21 **affidavit requirement.**²⁰

22

¹⁹ See generally, §720.304(2) of the Florida Statutes.

²⁰ See generally, §720.304(5) of the Florida Statutes.

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1 ~~Association, the Class A members shall be entitled to elect one member to the Board of~~
2 ~~Directors of the Association.~~

3
4 Section 1. Administration. The administration of the Association shall be by
5 the Board of Directors, and its powers and duties shall be as set forth herein and in the
6 Articles of Incorporation and the Bylaws.

7
8 Section 2. Election to the Board or Directors and Officers. The members,
9 directors, and officers of the Association, the manner of their selection, their respective
10 rights and duties, and other matters regarding the Association are as set forth in the
11 Articles of Incorporation and Bylaws.

12
13 Section 3. Fiscal Management. The fiscal management of the Association,
14 including budget, fiscal year, charges, assessments, and collection of assessments, shall
15 be as set forth herein and in the Bylaws.

16
17 **ARTICLE IX X**

18
19 **GENERAL PROVISIONS**

20
21 **Section 1. Enforcement.** ~~The Association, or any owner, shall have the right~~
22 ~~to enforce, by any proceeding at law or inequity, all restrictions, conditions, covenants,~~

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1 ~~reservations, liens and charges now or hereinafter imposed by, or pursuant to, the~~
2 ~~provisions of this Declaration. In the event that the Association or any other owner~~
3 ~~enforces the provisions hereof against the Association or any owner, then the cost~~
4 ~~expenses of such enforcement, or the defense thereof, including reasonable attorney's~~
5 ~~fees, shall be awarded to the prevailing party. Each lot owner and the owner's tenants,~~
6 ~~guests, and invitees, and the Association, are governed by, and must comply with Chapter~~
7 ~~720 of the Florida Statutes (the Florida Homeowners' Association Act), this Declaration,~~
8 ~~the Bylaws, and the Rules of the Association. Each lot owner shall be jointly and~~
9 ~~severally liable for any and all fines that have been lawfully imposed by the Association~~
10 ~~upon a lot owner's tenants, guests, or invitees for violations of Chapter 720 of the Florida~~
11 ~~Statutes (the Florida Homeowners' Association Act); this Declaration, the Bylaws, and~~
12 ~~the Rules of the Association. Actions at law or in equity, or both, to redress alleged~~
13 ~~failure or refusal to comply with these provisions may be brought by the Association or~~
14 ~~by any owner against: the Association; an owner; any director or officer of an~~
15 ~~Association who willfully and knowingly fails to comply with these provisions; and any~~
16 ~~tenants, guests, or invitees occupying a lot or using the common areas. The prevailing~~
17 ~~party in any such litigation is entitled to recover reasonable attorney's fees and costs. An~~
18 ~~owner prevailing in an action between the Association and the owner under this section,~~
19 ~~in addition to recovering his or her reasonable attorney's fees, may recover additional~~
20 ~~amounts as determined by the court to be necessary to reimburse the owner for his or her~~
21 ~~share of assessments levied by the Association to fund its expenses of the litigation. This~~
22 ~~relief does not exclude other remedies provided by law. This section does not deprive~~

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1 any person of any other available right or remedy.²³ Failure by the Association or by any
2 owner to enforce any covenant or restriction herein contained shall in no event be deemed
3 a waiver of the right to do so at a future time.

4
5 **Section 2. Fines and Suspensions.** The Association may levy reasonable
6 fines of up to \$100 per violation against any owner or any owner's tenant, guest, or
7 invitee for the failure of the owner of the lot or its occupant, licensee, or invitee to
8 comply with any provision of this declaration, the Association's Bylaws, or the rules of
9 the Association. A fine may be levied for each day of a continuing violation, with a
10 single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in
11 the aggregate. A fine of less than \$1,000 may not become a lien against a lot. In any
12 action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and
13 costs from the nonprevailing party as determined by the court. The Association may
14 suspend, for a reasonable period of time, the right of an owner, or an owner's tenant,
15 guest, or invitee, to use common areas and facilities for the failure of the owner of the lot
16 or its occupant, licensee, or invitee to comply with any provision of the declaration, the
17 Association's Bylaws, or reasonable rules of the Association. A fine or suspension may
18 not be imposed without at least 14 days' notice to the person sought to be fined or
19 suspended and an opportunity for a hearing before a committee of at least three owners
20 appointed by the board who are not officers, directors, or employees of the Association,
21 or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the

²³ See generally, §720.305, Florida Statutes. The language updated to mirror current statutory provisions.

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1 committee, by majority vote, does not approve a proposed fine or suspension, it may not
2 be imposed. If the Association imposes a fine or suspension, the Association must
3 provide written notice of such fine or suspension by mail or hand delivery to the lot
4 owner and, if applicable, to any tenant, licensee, or invitee of the lot owner.²⁴

5
6 **Section 3. Suspension Use of Common Areas for Non-Payment of**
7 **Assessments.** If an owner is more than 90 days delinquent in paying a monetary
8 obligation due to the Association, the Association may suspend the rights of the owner, or
9 the owner's tenant, guest, or invitee, to use common areas and facilities until the
10 monetary obligation is paid in full. This section does not apply to that portion of
11 common areas used to provide access or utility services to the lot. Suspension does not
12 impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to
13 and egress from the lot, including, but not limited to, the right to park. The Association's
14 notice and hearing requirements do not apply to a suspension imposed under this
15 section.²⁵ All suspensions imposed pursuant this section must be approved at a properly
16 noticed board meeting. Upon approval, the Association must notify the lot owner and, if
17 applicable, the lot owner's occupant, licensee, or invitee by mail or hand delivery.

18
19 **Section 4. Suspension of Voting Rights for Non-Payment of Assessments.**
20 **The Association may suspend the voting rights of a lot or owner for the nonpayment of**
21 **any monetary obligation due to the Association that is more than 90 days delinquent. A**

²⁴ See generally, §720.305(2), Florida Statutes.

²⁵ See generally, §720.305(3), Florida Statutes.

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1. voting interest or consent right allocated to a lot or owner which has been suspended by
2. the Association may not be counted towards the total number of voting interests for any
3. purpose, including, but not limited to, the number of voting interests necessary to
4. constitute a quorum, the number of voting interests required to conduct an election, or the
5. number of voting interests required to approve an action under this chapter or pursuant to
6. the governing documents. The Association's notice and hearing requirements do not
7. apply to a suspension imposed under this section. All suspensions imposed pursuant this
8. section must be approved at a properly noticed board meeting. Upon approval, the
9. Association must notify the lot owner and, if applicable, the lot owner's occupant,
10. licensee, or invitee by mail or hand delivery. The suspension ends upon full payment of
11. all obligations currently due or overdue to the Association.²⁶

12

13 **Section 5. 2. Severability.** The invalidation of any one of these covenants or
14 restrictions by a court judgment or court order shall in no way affect the remaining
15 provisions of this Declaration, which shall remain in full force and effect.

16

17 **Section 6. 3. Amendment.** The covenants and restrictions of this Declaration
18 shall run with and be binding upon the land, and shall inure to the benefit of and be
19 enforceable by the Association, or the owner of any lot subject to this Declaration, for a
20 period of twenty-five (25) years from the date of this ~~Second~~ Sixth Amended Declaration
21 is recorded, after which time said covenants shall be automatically be extended for

²⁶ See generally, §720.305(4), Florida Statutes.

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1 successive periods of ten (10) years. ~~The Second Sixth Amended Declaration may be~~
2 ~~amended, by the Developer, at any time, up until such time as the Class B membership is~~
3 ~~converted to Class A membership, so long as 90% of all the lot owners join in consent in~~
4 ~~writing to said amendment. Thereafter [T]his Declaration may be amended by not less~~
5 ~~the affirmative vote of 75% of the lot owners voting interests of the association²⁷ at an~~
6 ~~election held for said purpose.~~

7

8 **Section 7.4. Effective upon Recording.** Any lot situated within the property
9 shall be deemed to be "subject to assessment" as such term is used in this Declaration or
10 in the Association's Articles of Incorporation or Bylaws, upon recording of the ~~Second~~
11 Sixth Amended Declaration.

12

13 **Section 8.5. Dedications.** ~~Developer~~ The Association has dedicated streets and
14 roads within the property to the public use. The terms of this Declaration shall not apply
15 to the areas so dedicated to the extent that the provisions of this Declaration are
16 inconsistent with such dedication.

17

18 **THIS SIXTH AMENDED AND RESTATED DECLARATION OF**
19 **EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS**
20 **REGARDING VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC., and**
21 exhibits hereto made and entered into on April 11, 2013.

²⁷ See generally, §720.306(1)(b), Florida Statutes

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MARY R. STRANDBERG
PRESIDENT



ALICE M. BURROWS
SECRETARY

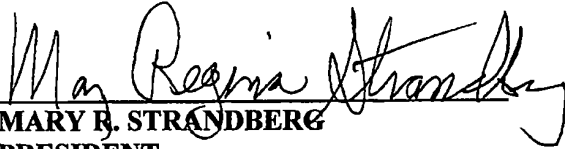
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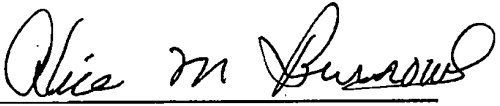
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF HOMEOWNERS' ASSOCIATION
OF THE VENETIAN VILLAS UNIT OWNERS' ASSOCIATION,
A FLORIDA HOMEOWNERS' ASSOCIATION**

The undersigned officers of the Venetian Villas Unit Owners' Association, Inc., the corporation in charge of the operation and control of Venetian Villas Unit Owners' Association, Inc. according to the amended declaration of thereof as recorded in Official Records of Volusia County, Florida, in Book 3021, Page 1724, and specifically as recorded at Page 1746, hereby certify that the forgoing amendments to the Declaration of Homeowners' Association were proposed and approved by majority vote of the Board of Directors at a board meeting held on April 8, 2013, and approved by vote of not less than 75% of the unit owners at a membership meeting held on April 8, 2013. The undersigned further certify that the amendments were proposed and approved in accordance with the Homeowners' Association documentation and applicable law.

IN WITNESS WHEREOF,


**MARY R. STRANDBERG
PRESIDENT**


**ALICE M. BURROWS
SECRETARY**

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Diane M. Natousek
Volusia County, Clerk of Court

ACKNOWLEDGMENT

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State of Florida)
County of Volusia)

The foregoing instrument was acknowledged before me this 11th day of April, 2013, by Mary R. Strandberg and Alice M. Burrows. Personally Known _____ or Produced Identification (check one).

Type of Identification produced:

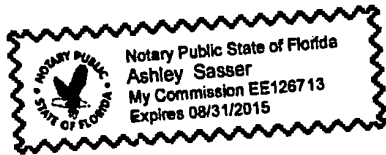
Mary R. Strandberg: FL DL

Alice M. Burrows: FL DL

Witness my hand and official seal of the County estate last aforesaid this the 11th day of April, 2013.

The notary public

Ashley Sasser
NOTARY PUBLIC



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**Amended and Restated
Bylaws
Of
Venetian Villas Unit Owners' Association, Inc.
A
Florida Corporation, Not For Profit**

Note: Underline indicates additions to text,
and ~~Strikethrough~~ indicates deletions in text.

**ARTICLE ONE
Name and Location**

Section 1. The name of the corporation is Venetian Villas Unit Owners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation ~~shall be~~ is located at 400 105 Quay Assisi, New Smyrna Beach, Florida 32169.¹ ~~but All meetings of the members and of the Board of Directors may be held at such place within the State of Florida, County of Volusia as may be designated by the Board of Directors~~ shall be held in the Venetian Villas Unit Owners' Association, Inc.'s Clubhouse located at 105 Quay Assisi, New Smyrna Beach, Florida 32169.

**ARTICLE TWO
Definitions**

The following definitions shall govern these Bylaws:

Section 1. "Association" shall mean and refer to VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC.

¹ The Association's business office is located at 308 North Orange Street New Smyrna Beach, Florida 32168.

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1 Section 2. "Properties" shall mean and refer to that certain real property
2 described in the Declarations of Covenants, Conditions and Restrictions, and such
3 additions thereto as may hereinafter be brought within the jurisdiction of the
4 Association.

5 Section 3. "Common Area" shall mean all real property owned by the
6 Association for the common use and enjoyment of the Owners.

7 Section 4. "Access Court Yards" shall mean that real property owned by
8 the Association, but held for use for ingress, egress and parking lot owner
9 appurtenant to said limited common area.

10 Section 5. "Lot" shall mean and refer to any plot of land shown upon any
11 recorded subdivision map of the properties with the exception of the Common
12 Area.

13 Section 6. "Owner" shall mean and refer to the record owner, whether one
14 or more persons or entities, of the fee simple title to any lot which is a part of the
15 Properties, including contract sellers, but excluding those having such interest
16 merely as security for the performance of an obligation.

17 ~~Section 7. "Declarant" or "Developer" shall mean and refer to Regency~~
18 ~~Development Corporation, its successors and assigns if such successors or assign~~
19 ~~should acquire more than one developed Lot from the Declarant or Developer for~~
20 ~~the purpose of development.~~

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1 request of the members who are entitled to vote one fourth (1/4) of all the votes of
2 the Class A membership.³ by 25 percent of the total voting interest of the
3 association.

4 Section 3. Notice of Meetings. ~~Written notice of each meeting of the~~
5 ~~members shall be given by, or at the direction of, the secretary or person~~
6 ~~authorized to call the meeting, by mailing a copy of such notice, postage prepaid,~~
7 ~~at least 15 days before such meeting to each member entitled to vote thereat,~~
8 ~~addressed to the member's address last appearing on the books of the Association,~~
9 ~~or supplied by such member to the Association for the purposes of notice. Such~~
10 ~~notice shall specify the place, day and hour of the meeting, and, the in the case of~~
11 ~~a special meeting, the purpose of the meeting.~~⁴ The association shall give all
12 members actual notice of all membership meetings, which shall be mailed,
13 delivered, or electronically transmitted to the members not less than 30 days prior
14 to the meeting. Evidence of compliance with this 30-day notice shall be made by
15 an affidavit executed by the person providing the notice and filed upon execution
16 among the official records of the association.

17 Section 4. Quorum. ~~The presence at the meeting of the members entitled~~
18 ~~to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each class of~~
19 ~~membership shall constitute a quorum for any action except as otherwise provided~~
20 ~~in the Articles of Incorporation, the Declaration, or these Bylaws. A quorum at a~~

³ Remove outdated references related to developer ownership prior to turnover to owners.

⁴ Preempted by §720.306(5), Fla. Stat. (2012).

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1 meeting of the members shall be 30% of the total voting interests.⁵ If, however,
2 such quorum shall not be present or represented at any meeting, the members
3 entitled to vote thereat shall have power to adjourn the meeting. ~~from time to~~
4 ~~time, without notice other than announcement at the meeting, until a quorum as~~
5 ~~aforesaid shall be present or be represented.~~ Adjournment of an annual or special
6 meeting to a different date, time, or place must be announced at that meeting
7 before an adjournment is taken, or notice must be given of the new date, time, or
8 place pursuant to §720.303(2), Florida Statutes. Any business that might have
9 been transacted on the original date of the meeting may be transacted at the
10 adjourned meeting.⁶

11 Section 5. Proxies. At all meetings of members, each member may vote
12 in person or by proxy. All proxies shall be in writing and filed with the secretary.
13 Every proxy shall be revocable and shall automatically cease upon conveyance by
14 the member of his or her lot. To be valid, a proxy must be dated, must state the
15 date, time, and place of the meeting for which it was given, and must be signed by
16 the authorized person who executed the proxy. A proxy is effective only for the
17 specific meeting for which it was originally given, as the meeting may lawfully be
18 adjourned and reconvened from time to time, and automatically expires 90 days
19 after the date of the meeting for which it was originally given. A proxy is
20 revocable at any time at the pleasure of the person who executes it. If the proxy

⁵ Revised to mirror statutory language and remove outdated developer references. See §720.306(1)(a), Fla. Stat. (2012). The statute provides for 30% of members to meet quorum requirements, unless the bylaws provide for a lower number.

⁶ Revised to mirror statutory provision. See, §720.306(7), Fla. Stat. (2012).

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1 form expressly so provides, any proxy holder may appoint, in writing, a substitute
2 to act in his or her place.⁷ Voting by secret ballot by members who are not in
3 attendance at a meeting of the members for the election of directors, such ballots
4 must be placed in an inner envelope with no identifying markings and mailed or
5 delivered to the association in an outer envelope bearing identifying information
6 reflecting the name of the member, the lot or lot for which the vote is being cast,
7 and the signature of the lot or lot owner casting that ballot. If the eligibility of the
8 member to vote is confirmed and no other ballot has been submitted for that lot or
9 lot, the inner envelope shall be removed from the outer envelope bearing the
10 identification information, placed with the ballots which were personally cast, and
11 opened when the ballots are counted. If more than one ballot is submitted for a
12 lot or lot, the ballots for that lot or lot shall be disqualified. Any vote by ballot
13 received after the closing of the balloting may not be considered.⁸

14 Section 6. Voting. Each lot shall cast only one vote. In the event that a lot
15 is owned by two or more persons, the lot owners shall designate in writing the
16 name of the owner who authorized to vote for the lot and shall file said
17 designation of voting rights for the lot with the association. The lot owner's
18 authorization to vote shall remain in full force and effect until revoked the lot
19 owner and the notice of revocation of voting rights is filed with the association.

20 Section 7. Minutes. The Minutes of all meetings of the members of an
21 association must be maintained in written form or in another form that can be

⁷ Revised to mirror statutory provision, See, §720.306(8)(a), Fla. Stat. (2012).

⁸ Revised to mirror statutory provision, See, §720.306(8)(b), Fla. Stat. (2012).

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1 converted into written form within a reasonable time. A vote or abstention from
2 voting on each matter voted upon for each director present at a board meeting
3 must be recorded in the minutes.⁹

4 Section 8. Membership Approval of New Rules. All rules adopted by the
5 Board of Directors in the year prior to the annual membership meeting shall be
6 approved (ratified) by a vote of the membership at the annual meeting. Any rule
7 adopted by the Board of Directors in the previous year that is not approved by the
8 membership at the annual meeting as required by this section shall render the rule
9 to be null and void and unenforceable

10 **ARTICLE FOUR**
11 **Directors**
12

13 Section 1. Number of Directors. The affairs of this Association shall be
14 managed by a Board of ~~nine (9)~~ five (5) directors. ~~who need not be members of~~
15 ~~the Association.~~¹⁰ All members of the association are eligible to serve on the
16 Board of Directors.¹¹

17 Notwithstanding the forgoing, the following persons may not serve on the
18 Board of Directors

19 (a) A person who is delinquent in the payment of any fee, fine, or
20 other monetary obligation to the association for more than 90 days is not
21 eligible for board membership.

⁹ §720.303(3), Fla. Stat. (2012).

¹⁰ Remove outdated references related to developer ownership prior to turnover to owners.

¹¹ §720.306(9), Fla. Stat. (2012).

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1 (b) A person who has been convicted of any felony in this state or
2 in a United States District or Territorial Court, or has been convicted of
3 any offense in another jurisdiction which would be considered a felony if
4 committed in this state, is not eligible for board membership unless such
5 felon's civil rights have been restored for at least 5 years as of the date on
6 which such person seeks election to the board.¹²

7 Section 2. Term of Office. ~~At the first annual meeting the members shall~~
8 ~~elect three directors for a term of one year, three directors for a term of two years~~
9 ~~and three directors for a term of three years; and at each annual meeting thereafter~~
10 ~~the members shall elect three directors for a term of three years. Directors shall~~
11 ~~serve a term of two (2) years. In the event of vacancy resulting from the~~
12 ~~resignation, death, or removal of a director, the newly elected or appointed~~
13 ~~director shall fill the vacated seat on the Board of Directors for the remainder of~~
14 ~~the former Director's unexpired term.~~

15 Section 3. Removal. ~~Any director may be removed from the Board, with~~
16 ~~or without cause, by a majority vote of the members of the Association. In the~~
17 ~~event of death, resignation or removal of a director, his successor shall be selected~~
18 ~~by the remaining members of the Board and shall serve for the unexpired term of~~
19 ~~his predecessor.~~

¹² §720.306(9)(b), Fla. Stat. (2012) Provision became effective July 1, 2011.

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1 Section 3. Recall of Directors and Vacancies.

2 (a) Any member of the Board of Directors may be recalled and
3 removed from office with or without cause by a majority of the total
4 voting interests. The Board of Directors may be recalled by an agreement
5 in writing or by written ballot without a membership meeting. The
6 agreement in writing or the written ballots, or a copy thereof, shall be
7 served on the association by certified mail or by personal service in the
8 manner authorized by Chapter 48 and the Florida Rules of Civil
9 Procedure. The board shall duly notice and hold a meeting of the board
10 within five (5) full business days after receipt of the agreement in writing
11 or written ballots. At the meeting, the board shall either certify the written
12 ballots or written agreement to recall a director or directors of the board, in
13 which case such director or directors shall be recalled effective
14 immediately and shall turn over to the board within five (5) full business
15 days any and all records and property of the association in their
16 possession. The members may also recall and remove a board director or
17 directors by a vote taken at a meeting. A special meeting of the members
18 to recall a director or directors of the board of administration may be
19 called by 10 percent of the voting interests giving notice of the meeting as
20 required for a meeting of members, and the notice shall state the purpose
21 of the meeting. The board shall duly notice and hold a board meeting
22 within five (5) full business days after the adjournment of the member

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1 meeting to recall one or more directors. At the meeting, the board shall
2 certify the recall, in which case such member or members shall be recalled
3 effective immediately and shall turn over to the board within five (5) full
4 business days any and all records and property of the association in their
5 possession. If a vacancy occurs on the board as a result of a recall and less
6 than a majority of the board directors are removed, the vacancy may be
7 filled by the affirmative vote of a majority of the remaining directors. If
8 vacancies occur on the board as a result of a recall and a majority or more
9 of the board directors are removed, the vacancies shall be filled by
10 members voting in favor of the recall; if removal is at a meeting, any
11 vacancies shall be filled by the members at the meeting. If the recall
12 occurred by agreement in writing or by written ballot, members may vote
13 for replacement directors in the same ballot. If the board fails to duly
14 notice and hold a board meeting within five (5) full business days after
15 service of an agreement in writing or within five (5) full business days
16 after the adjournment of the member recall meeting, the recall shall be
17 deemed effective and the board directors so recalled shall immediately
18 turn over to the board all records and property of the association.¹³

19 (b) In the event of a vacancy on the Board of Directors caused by
20 resignation or death, the vacancy may be filled by an affirmative vote of
21 the majority of the remaining directors, even if the remaining directors

¹³ §720.303(10), Fla. Stat. (2012).

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1 constitute less than a quorum, or by the sole remaining director. In the
2 alternative, or in the case of deadlock, the Board may hold an election to
3 fill the vacancy for the remainder of the unexpired term.¹⁴

4 Section 4. Compensation Prohibited. ~~No director shall receive~~
5 ~~compensation for any service he may render to the Association. However, any~~
6 ~~director may be reimbursed for his actual expenses incurred in the performance of~~
7 ~~his duties. A director, officer, or committee member of the association may not~~
8 directly receive any salary or compensation from the association for the
9 performance of duties as a director, officer, or committee member and may not in
10 any other way benefit financially from service to the association. This subsection
11 does not preclude:¹⁵

12 (a) Participation by such person in a financial benefit accruing to
13 all or a significant number of members as a result of actions lawfully taken
14 by the board or a committee of which he or she is a member, including,
15 but not limited to, routine maintenance, repair, or replacement of
16 community assets.

17 (b) Reimbursement for out-of-pocket expenses incurred by such
18 person on behalf of the association, subject to approval in accordance with
19 procedures established by the association's governing documents or, in the
20 absence of such procedures, in accordance with an approval process
21 established by the board.

¹⁴ 720.306(9), Fla. Stat. (2012).

¹⁵ Revised to mirror the language in §720.303(12), Fla. Stat. (2012).

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1 (c) Any recovery of insurance proceeds derived from a policy of
2 insurance maintained by the association for the benefit of its members.

3 (d) Any fee or compensation authorized in the governing
4 documents.

5 (e) Any fee or compensation authorized in advance by a vote of a
6 majority of the voting interests voting in person or by proxy at a meeting
7 of the members.

8 Section 5. Action Taken Without a Meeting. The Directors shall have the
9 right to take any action in the absence of a meeting which they could take at a
10 meeting by obtaining the written approval of all the Directors. The action must be
11 evidenced by one or more written consents describing the action taken and signed
12 by each Director. Action taken under this section is effective when the last
13 Director signs the consent, unless the consent specifies a different effective date.
14 ~~Any action so approved shall have the same effect as though taken at a meeting of~~
15 ~~the Directors. A consent signed under this section has the effect of a meeting vote~~
16 and may be described as such in any document.¹⁶

17 The following restrictions shall apply to the use of this section by the
18 Directors. This provisions of this section may not be utilized to approve any
19 expenditure in excess of \$2,500.00 unless:

¹⁶ Revised to mirror the language in §617.0821, Fla. Stat. (2012). State law requires 100% agreement for the Board to take an action without a meeting.

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1 election to the Board of Directors as it shall in its discretion determine, but
2 not less than the number of vacancies that are to be filled. Such
3 nominations may be made from among the member or non-members.¹⁷

4 (b) All members of the association are eligible to serve on the
5 Board of Directors, and a member may nominate himself or herself as a
6 candidate for the board at a meeting where the election is to be held or, if
7 the election process allows voting by absentee ballot, in advance of the
8 balloting. Members who nominate themselves must be placed on the
9 ballot with members nominated by the nominating committee. A blank
10 space must be placed on each ballot for write-in candidates nominated at
11 the meeting.¹⁸ Notwithstanding the forgoing, a person who is delinquent
12 in the payment of any fee, fine, or other monetary obligation to the
13 association for more than 90 days is not eligible for board membership.
14 Furthermore, a person who has been convicted of any felony in this state
15 or in a United States District or Territorial Court, or has been convicted of
16 any offense in another jurisdiction which would be considered a felony if
17 committed in this state, is not eligible for board membership unless such
18 felon's civil rights have been restored for at least 5 years as of the date on
19 which such person seeks election to the board.

20 Section 2. Election. Election to the Board of Directors shall be by secret
21 written ballot. At such election the members or the proxies may cast, in respect to

¹⁷ Remove outdated references related to developer ownership prior to turnover to owners.

¹⁸ §720.306(9), Fla. Stat. (2012) allows for self-nomination to the Board of Directors by ballot or at the board meeting.

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1 each vacancy, as many votes as they are entitled to exercise under the provisions
2 of the Declaration. The person receiving the largest number of votes shall be
3 elected.¹⁹ Cumulative voting is not permitted. In the event of a tie vote, a runoff
4 election between the tied nominees shall be held.

5
6 **ARTICLE SIX**
7 **Meetings of the Board of Directors**
8

9 A meeting of the Board of Directors of an association occurs whenever a quorum
10 of the board gathers to conduct association business.²⁰

11 Section 1. Regular Meetings. Regular meetings of the Board of Directors
12 shall be held monthly ~~without notice, at such place~~ Venetian Villas Unit Owners'
13 Association, Inc.'s Club House located at 105 Quay Assisi, New Smyrna Beach,
14 Florida 32169 and hours as may be fixed from time to time by resolution of the
15 Board. Should said meeting fall upon a legal holiday, then the meetings shall be
16 held at the same time on the next day which is not a legal holiday.

17 Section 2. Special Meetings. Special meetings of the Board of Directors
18 shall be held when called by the president of the Association, or by any two
19 Directors, after not less than three days' notice to each Director.

20 Section 3. Petition for Special Meeting. If 20 percent of the total voting
21 interests petition the board to address an item of business, the board shall at its
22 next regular board meeting or at a special meeting of the board, but not later than

¹⁹ §720.306(9), Fla. Stat. (2012) provides a member of the boards of directors must be elected by a plurality of the votes cast by eligible voters. A plurality the number of votes that an election winner gets, or the number exceeding the nearest rival, when no one has more than 50 percent of the total votes cast.

²⁰ §720.302(2), Fla. Stat. (2012) provides for at least 48 hours advanced notice of meetings, except in an emergency.

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1 60 days after the receipt of the petition, take the petitioned item up on an agenda.
2 The board shall give all members notice of the meeting at which the petitioned
3 item shall be addressed in accordance with the fourteen (14) day notice
4 requirement pursuant to §720.303 (c)2, Florida Statutes. Each member shall have
5 the right to speak for at least 3 minutes on each matter placed on the agenda by
6 petition, provided that the member signs the sign-up sheet, if one is provided, or
7 submits a written request to speak prior to the meeting. Other than addressing the
8 petitioned item at the meeting, the board is not obligated to take any other action
9 requested by the petition.²¹

10 Section 4. Quorum. A majority of the number of Directors shall
11 constitute a quorum for the transaction of business. Every act or decision done or
12 made by a majority of the Directors present at a duly held meeting at which a
13 quorum is present shall be regarded as the act of the Board.

14 Section 5. Director Voting. Directors may not vote by proxy or by secret
15 ballot at board meetings, except that secret ballots may be used in the election of
16 officers. This provision also applies to the meetings of any committee or other
17 similar body, when a final decision will be made regarding the expenditure of
18 association funds, and to anybody vested with the power to approve or disapprove
19 architectural decisions with respect to a specific lot of residential property owned
20 by a member of the community.

²¹ §720.303(2)(d), Fla. Stat. (2012).

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1 Section 6. Notice of Meetings. Meetings of the Board of Directors shall
2 be noticed as follows:

3 (a) Notices of all board meetings must be posted in a conspicuous
4 place in the community at least 48 hours in advance of a meeting, except
5 in an emergency. An agenda that lists all the items of business to be
6 considered at the meeting shall be prepared and shall be attached to the
7 notice of meeting. The Board of Directors shall not take action upon any
8 matter that is not listed on the agenda for the meeting. In the alternative, if
9 notice is not posted in a conspicuous place in the community, notice of
10 each board meeting must be mailed or delivered to each member at least 7
11 days before the meeting, except in an emergency.²²

12 (b) An assessment may not be levied at a board meeting unless the
13 notice of the meeting includes a statement that assessments will be
14 considered and the nature of the assessments. Written notice of any
15 meeting at which special assessments will be considered or at which
16 amendments to rules regarding lot use will be considered must be mailed
17 to each member not less than 30 days before the meeting.²³

18 (c) A new rule may not be adopted at a board meeting unless the
19 notice of the meeting includes a statement that a new rule will be
20 considered and the nature of the new rule. Written notice of any meeting
21 at which a new rule will be considered, or at which amendments to rules

²² §720.303(2)(c)1., Fla. Stat. (2012).

²³ §720.303(2)(c)2., Fla. Stat. (2012) The statute requires at least 14 days' notice..

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1 regarding lot use will be considered, must be mailed to each member not
2 less than 30 days before the meeting.²⁴

3 (d) All written contracts and renewal of contracts concerning the
4 purchase of goods or services must be an agenda item and approved at a
5 properly noticed meeting of the Board of Directors. Written contracts
6 concerning the purchase of goods or services may not be approved by
7 written consent of all the Directors.

8 Section 7. Minutes. Minutes of all meetings of the Board of Directors of
9 an association must be maintained in written form or in another form that can be
10 converted into written form within a reasonable time. A vote or abstention from
11 voting on each matter voted upon for each director present at a board meeting
12 must be recorded in the minutes.²⁵ The minutes shall be presented and approved
13 by the Board of Directors and upon approval become the official minutes of the
14 Association.

15 Section 8. Members Right to Attend Board Meetings. All meetings of the
16 board must be open to all members except for meetings between the board and its
17 attorney with respect to proposed or pending litigation where the contents of the
18 discussion would otherwise be governed by the attorney-client privilege. The
19 provisions of this section shall also apply to the meetings of any committee or
20 other similar body when a final decision will be made regarding the expenditure
21 of association funds and to meetings of any body vested with the power to

²⁴ §720.303(2)(c)2., Fla. Stat. (2012). The statute requires at least 14 days' notice.

²⁵ §720.303(3), Fla. Stat. (2012).

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1 approve or disapprove architectural decisions with respect to a specific parcel of
2 residential property owned by a member of the community.²⁶

3 Section 9. Members Right to Speak at Board Meetings. Members have
4 the right to attend all meetings of the board. The right to attend such meetings
5 includes the right to speak at such meetings with reference to all designated items.
6 The association may adopt written reasonable rules expanding the right of
7 members to speak and governing the frequency, duration, and other manner of
8 member statements, which rules must be consistent with this paragraph and may
9 include a sign-up sheet for members wishing to speak. Notwithstanding any other
10 law, meetings between the board or a committee and the association's attorney to
11 discuss proposed or pending litigation or meetings of the board held for the
12 purpose of discussing personnel matters are not required to be open to the
13 members other than directors.²⁷

14 **ARTICLE SEVEN**
15 **Powers and Duties of the Board of Directors**

16 The Board of Directors shall have the following powers and duties.

17 Section 1. Powers. The Board of Directors shall have the power to:

18 (a) Adopt and publish rules and regulations governing the use of
19 the Common Area and facilities, and the personal conduct of the members
20 and their guests thereon, and to establish penalties for infraction thereof;

21 (b) ~~suspend the voting rights and right to use of recreational~~
22 ~~facilities of a member during any period in which such member shall be in~~

²⁶ §720.303(2)(a), Fla. Stat. (2012).

²⁷ §720.303(2)(b), Florida Statutes.

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1 ~~default in payment of any assessment levied by the Association. Such~~
2 ~~rights may also be suspended after notice and hearing, for a period not to~~
3 ~~exceed 60 days for infraction of published rules and regulations; suspend~~
4 ~~the voting rights of a member for the nonpayment of regular annual~~
5 ~~assessments that are delinquent in excess of 90 days.²⁸~~

6 (c) if a member is delinquent for more than 90 days in paying a
7 monetary obligation due the association, an association may suspend, until
8 such monetary obligation is paid, the rights of a member or a member's
9 tenants, guests, or invitees, or both, to use common areas and facilities and
10 may levy reasonable fines of up to \$100 per violation, against any member
11 or any tenant, guest, or invitee. A fine may be levied for each day of a
12 continuing violation, with a single notice and opportunity for hearing,
13 except that a fine may not exceed \$1,000. A fine of less than \$1,000 may
14 not become a lien against a lot. In any action to recover a fine, the
15 prevailing party is entitled to collect its reasonable attorney's fees and
16 costs from the nonprevailing party as determined by the court. The
17 provisions regarding the suspension-of-use rights do not apply to the
18 portion of common areas that must be used to provide access to the lot or
19 utility services provided to the lot.²⁹

20 (i) fine or suspension may not be imposed without at least
21 fourteen (14) days' notice to the person sought to be fined or

²⁸ §720.305(4), Fla. Stat. (2012).

²⁹ §720.305(3), Fla. Stat. (2012).

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1 suspended and an opportunity for a hearing before a committee of
2 at least three members appointed by the board who are not officers,
3 directors, or employees of the association, or the spouse, parent,
4 child, brother, or sister of an officer, director, or employee. If the
5 committee, by majority vote, does not approve a proposed fine or
6 suspension, it may not be imposed. If the association imposes a
7 fine or suspension, the association must provide written notice of
8 such fine or suspension by mail or hand delivery to the lot owner
9 and, if applicable, to any tenant, licensee, or invitee of the lot
10 owner.

11 (ii) suspension of common-area-use rights do not impair the
12 right of an owner or tenant of a lot to have vehicular and pedestrian
13 ingress to and egress from the lot, including, but not limited to, the
14 right to park.

15 (c) exercise for the Association all powers, duties and authority
16 vested in or delegated to this Association and not reserved to the
17 membership by other provisions of these Bylaws, the Articles of
18 Incorporation, or the Declaration.

19 (d) declare the office of a member of the Board of Directors to be
20 vacant in the event such member shall be absent from three (3)
21 consecutive regular meetings of the Board of Directors or misses more
22 than half of the regular meetings in the last 365 days; and

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1 (e) employ a manager, an independent contractor, or such other
2 employees as they deem necessary, and to prescribe their duties.

3 Section 2. Duties. It shall be the duty of the Board of Directors to:

4 (a) cause to be kept a complete record of all its acts and corporate
5 affairs. ~~and to present a statement thereof to the members at the annual~~
6 ~~meeting of the members at the annual meeting of the members [sic], or at~~
7 ~~any special meeting when such statement is requested in writing by one~~
8 ~~fourth (1/4) of the Class A members who are entitled to vote;~~

9 (b) supervise all officers, agents and employees of this
10 Association, and to see that their duties are properly performed;

11 (c) as more fully provide in the Declaration, to:

12 (i) fix the amount of the annual assessment against each Lot
13 at least thirty (30) days in advance of each annual assessment
14 period;

15 (ii) send written notice of each assessment to every Owner
16 subject thereto at least thirty (30) days in advance of each annual
17 assessment period;

18 ~~(iii) foreclose the lien against the property for which~~
19 ~~assessments are not paid within thirty (30) days after due date or to~~
20 ~~bring an action at law against the Owner personally obligated to~~
21 ~~pay the same. The following shall be the association's lien and~~
22 ~~foreclosure process. The association may bring an action in its~~

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1 name to foreclose a lien for assessments in the same manner in
2 which a mortgage of real property is foreclosed and may also bring
3 an action to recover a money judgment for the unpaid assessments
4 without waiving any claim of lien. The association is entitled to
5 recover its reasonable attorney's fees incurred in an action to
6 foreclose a lien or an action to recover a money judgment for
7 unpaid assessments. The association may not file a record of lien
8 against a property owner for unpaid assessments unless a written
9 notice or demand for past due assessments as well as any other
10 amounts owed to the association pursuant to its governing
11 documents has been made by the association. The written notice
12 or demand must:

13 1. Provide the property owner with 45 days
14 following the date the notice is deposited in the mail to
15 make payment for all amounts due, including, but not
16 limited to, any attorney's fees and actual costs associated
17 with the preparation and delivery of the written demand.

18 2. Be sent by registered or certified mail, return
19 receipt requested, and by first-class United States mail to
20 the property owner at his or her last address as reflected in
21 the records of the association, if the address is within the
22 United States, and to the property owner subject to the

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1 demand at the address of the property if the owner's address
2 as reflected in the records of the association is not the
3 property address. If the address reflected in the records is
4 outside the United States, then sending the notice to that
5 address and to the property address by first-class United
6 States mail is sufficient.

7 3. The action to foreclose the lien may not be
8 brought until 45 days after the property owner has been
9 provided notice of the association's intent to foreclose and
10 collect the unpaid amount. The notice must be given in the
11 manner provided in paragraph 2 above, and the notice may
12 not be provided until the passage of the 45 days required in
13 paragraph 1 above.

14 4. The association may recover any interest, late
15 charges, costs, and reasonable attorney's fees incurred in a
16 lien foreclosure action or in an action to recover a money
17 judgment for the unpaid assessments.

18 5. The time limitations in this subsection do not
19 apply if the property is subject to a foreclosure action or
20 forced sale of another party, or if an owner of the property
21 is a debtor in a bankruptcy proceeding.

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1 (d) ~~Issue, or to cause an appropriate officer to issue, upon demand~~
2 ~~by any person, a certificate setting forth whether or not any assessment has~~
3 ~~been paid. A reasonable charge may be made by the Board for the~~
4 ~~issuance of these certificates. If a certificate states an assessment has been~~
5 ~~paid, such certificate shall be conclusive evidence of such payment;~~
6 Estoppel certificates. Within fifteen (15) days after the date on which a
7 request for an estoppel certificate is received from a lot owner or
8 mortgagee, or his or her designee, the association shall provide a
9 certificate signed by an officer or authorized agent of the association
10 stating all assessments and other monies owed to the association by the lot
11 owner or mortgagee with respect to the lot. An association may charge a
12 fee for the preparation of such certificate, and the amount of such fee must
13 be stated on the certificate. The authority to charge a fee for the certificate
14 shall be established by a written resolution adopted by the board or
15 provided by a written management, bookkeeping, or maintenance contract
16 and is payable upon the preparation of the certificate. If the certificate is
17 requested in conjunction with the sale or mortgage of a lot but the closing
18 does not occur and no later than 30 days after the closing date for which
19 the certificate was sought the preparer receives a written request,
20 accompanied by reasonable documentation, that the sale did not occur
21 from a payor that is not the lot owner, the fee shall be refunded to that
22 payor within 30 days after receipt of the request. The refund is the

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1 obligation of the lot owner, and the association may collect it from that
2 owner in the same manner as an assessment.³⁰

3 (e) procure and maintain adequate liability and hazard insurance on
4 the property owned by the Association;

5 (f) cause all officers of employees having fiscal responsibility to be
6 bonded, as it may deem appropriate;

7 (g) cause the Common Area to be maintained.

8
9
10
11

ARTICLE EIGHT
Officers

12 The officers, election of officers, term of officers, resignation and removal of
13 officers, filling of vacancies on the Board of Directors and the duties of the officers of the
14 association shall be as follows:

15 Section 1. Enumeration of Offices. The officers of this Association shall
16 be a president and vice-president, who shall at all times be members of the Board
17 of Directors, a secretary, and a treasurer, and such other officers as the Board may
18 from time to time by resolution create.

19 Section 2. Election of Officers. The election of officers shall take place at
20 the first meeting of the Board of Directors following each annual meeting of the
21 members.

22 Section 3. Term. The officers of this Association shall be elected
23 annually by the Board and each shall hold office for one year unless he shall
24 sooner resign, or shall be removed, or otherwise disqualified to serve.

³⁰ §720.30851, Fla. Stat. (2012).

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1 out; shall sign all leases, mortgages, deeds and other written instruments
2 and shall co-sign all checks and promissory notes.

3 Vice-President

4 (b) The vice-president shall act in the place and stead of the
5 president in the event of his absence, inability or refusal to act, and shall
6 exercise and discharge such other duties as may be required of him by the
7 Board.

8 Secretary

9 (c) The secretary shall record the votes and keep the minutes of all
10 the meetings and proceedings of the Board and of the members; keep the
11 corporate seal of the Association and affix it on all papers requiring said
12 seal; serve notice of meetings of the Board and of the members; keep
13 appropriate current records showing the members of the Association
14 together with their addresses, and shall perform such other duties as
15 required by the Board.

16 Treasurer

17 (d) The treasurer shall receive and deposit in appropriate bank
18 accounts all monies of the Association and shall disburse such funds as
19 directed by resolution of the Board of Directors; shall sign all checks and
20 promissory notes of the Association; keep proper books and accounts;
21 cause an annual audit of the Association Books to be made by a public
22 accountant at the completion of each fiscal year; and shall prepare an

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1 annual budget and statement of income and expenditures to be presented
2 to the membership at its regular meeting, and deliver a copy of each to the
3 members.

4 **ARTICLE NINE**
5 **Records of the Association**
6

7 ~~The books, records and papers of the Association shall at all times, during~~
8 ~~reasonable business hours, be subject to inspection by any member. The Declaration, the~~
9 ~~Articles of Incorporation and the Bylaws of the Association shall be available for~~
10 ~~inspection by any member at the principle office of the Association, where copies may be~~
11 ~~purchased at reasonable cost.~~

12 Section 1. Records Required to be Maintained. The association shall
13 maintain each of the following items, when applicable, which constitute the
14 official records of the association:³¹

15 (a) Copies of any plans, specifications, permits, and warranties
16 related to improvements constructed on the common areas or other
17 property that the association is obligated to maintain, repair, or replace.

18 (b) A copy of the bylaws of the association and of each amendment
19 to the bylaws.

20 (c) A copy of the articles of incorporation of the association and of
21 each amendment thereto.

22 (d) A copy of the declaration of covenants and a copy of each
23 amendment thereto.

³¹ §720.303(4), Fla. Stat. (2012).

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1 (e) A copy of the current rules of the homeowners' association.

2 (f) The minutes of all meetings of the Board of Directors and of the
3 members, which minutes must be retained for at least 7 years.

4 (g) A current roster of all members and their mailing addresses and
5 lot identifications. The association shall also maintain the electronic
6 mailing addresses and the numbers designated by members for receiving
7 notice sent by electronic transmission of those members consenting to
8 receive notice by electronic transmission. The electronic mailing
9 addresses and numbers provided by unit owners to receive notice by
10 electronic transmission shall be removed from association records when
11 consent to receive notice by electronic transmission is revoked. However,
12 the association is not liable for an erroneous disclosure of the electronic
13 mail address or the number for receiving electronic transmission of
14 notices.

15 (h) All of the association's insurance policies or a copy thereof,
16 which policies must be retained for at least 7 years.

17 (i) A current copy of all contracts to which the association is a
18 party, including, without limitation, any management agreement, lease, or
19 other contract under which the association has any obligation or
20 responsibility. Bids received by the association for work to be performed
21 must also be considered official records and must be kept for a period of 1
22 year.

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1 (j) The financial and accounting records of the association, kept
2 according to good accounting practices. All financial and accounting
3 records must be maintained for a period of at least 7 years. The financial
4 and accounting records must include:

- 5 • Accurate, itemized, and detailed records of all
6 receipts and expenditures.
- 7 • A current account and a periodic statement of the
8 account for each member, designating the name and current
9 address of each member who is obligated to pay
10 assessments, the due date and amount of each assessment
11 or other charge against the member, the date and amount of
12 each payment on the account, and the balance due.
- 13 • All tax returns, financial statements, and financial
14 reports of the association.
- 15 • Any other records that identify, measure, record, or
16 communicate financial information.

17 (k) A copy of the disclosure summary described in s. 720.401(1),
18 Florida Statutes.

19 (l) All other written records of the association not specifically
20 included in the foregoing which are related to the operation of the
21 association.

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1 Section 2. Inspection and Copying of Records. The official records shall
2 be maintained within the state and must be open to inspection and available for
3 photocopying by members or their authorized agents at reasonable times and
4 places within 10 business days after receipt of a written request for access. This
5 subsection may be complied with by having a copy of the official records
6 available for inspection or copying in the community. If the association has a
7 photocopy machine available where the records are maintained, it must provide
8 lot owners with copies on request during the inspection if the entire request is
9 limited to no more than 25 pages.

10 Section 3. Allowable Fees to Inspect Records. The Association may not
11 require a lot owner to demonstrate any proper purpose for the inspection, state any
12 reason for the inspection, or limit a lot owner's right to inspect records to less than
13 one 8-hour business day per month. The Association may impose fees to cover
14 the costs of providing copies of the official records, including, without limitation,
15 the costs of copying. The Association may charge up to 50 cents per page for
16 copies made on the Association's photocopier. If the Association does not have a
17 photocopy machine available where the records are kept, or if the records
18 requested to be copied exceed 25 pages in length, the Association may have
19 copies made by an outside vendor or Association management company
20 personnel and may charge the actual cost of copying, including any reasonable
21 costs involving personnel fees and charges at an hourly rate for vendor or
22 employee time to cover administrative costs to the vendor or Association. The

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1 Association shall maintain an adequate number of copies of the recorded
2 governing documents, to ensure their availability to members and prospective
3 members.

4 Section 4. Records Not Subject to Inspection. The following records are
5 not accessible to members or lot owners: Any record protected by the lawyer-
6 client privilege as described in § 90.502 Florida Statutes and any record protected
7 by the work-product privilege, including, but not limited to, any record prepared
8 by an Association attorney or prepared at the attorney's express direction which
9 reflects a mental impression, conclusion, litigation strategy, or legal theory of the
10 attorney or the Association and which was prepared exclusively for civil or
11 criminal litigation or for adversarial administrative proceedings or which was
12 prepared in anticipation of imminent civil or criminal litigation or imminent
13 adversarial administrative proceedings until the conclusion of the litigation or
14 administrative proceedings. Information obtained by an Association in
15 connection with the approval of the lease, sale, or other transfer of a lot.
16 Personnel records of the Association's employees, including, but not limited to,
17 disciplinary, payroll, health, and insurance records. Medical records of lot owners
18 or community residents. Social security numbers, driver's license numbers, credit
19 card numbers, electronic mailing addresses, telephone numbers, emergency
20 contact information, any addresses for a lot owner other than as provided for
21 Association notice requirements, and other personal identifying information of
22 any person, excluding the person's name, lot designation, mailing address, and

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1 property address. Any electronic security measure that is used by the Association
2 to safeguard data, including passwords. The software and operating system used
3 by the Association which allows the manipulation of data, even if the owner owns
4 a copy of the same software used by the Association. The data is part of the
5 official records of the Association.

6 Section 5. Lien Information. The Association or its authorized agent is not
7 required to provide a prospective purchaser or lienholder with information about
8 the residential subdivision or the Association other than information or documents
9 required by Florida law to be made available or disclosed. The Association or its
10 authorized agent may charge a reasonable fee to the prospective purchaser or
11 lienholder or the current lot owner or member for providing good faith responses
12 to requests for information by or on behalf of a prospective purchaser or
13 lienholder, other than that required by law, if the fee does not exceed \$150 plus
14 the reasonable cost of photocopying and any attorney's fees incurred by the
15 Association in connection with the response.

16 **ARTICLE TEN**
17 **Committees**
18

19 The Association shall appoint an Architectural Review Committee, as provided in
20 the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition
21 the Board of Directors shall appoint other committees as deemed appropriate in carrying
22 out its purpose. Any committee or other similar body meeting wherein a final decision
23 regarding the expenditure of Association funds and meetings of any body vested with the
24 power to approve or disapprove architectural decisions with respect to a specific lot of

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1 residential property owned by a member of the community shall give notice in the same
2 manner provided by these Bylaws for a meeting of the Board of Directors.³² Committee
3 members may not vote by proxy or by secret ballot at board meetings, except that secret
4 ballots may be used in the election of officers.³³ A committee member of the Association
5 may not directly receive any salary or compensation from the Association for the
6 performance of duties as committee member and may not in any other way benefit
7 financially from service to the Association, except as provided in §720.303(12), Florida
8 Statutes.

9 Section 1. Architectural Review Committee.³⁴

10 (a) The authority of an Association or any architectural,
11 construction improvement, or other such similar committee of an
12 Association to review and approve plans and specifications for the
13 location, size, type, or appearance of any structure or other improvement
14 on a lot, or to enforce standards for the external appearance of any
15 structure or improvement located on a lot, shall be permitted only to the
16 extent that the authority is specifically stated or reasonably inferred as to
17 such location, size, type, or appearance in the declaration of covenants or
18 other published guidelines and standards authorized by the declaration of
19 covenants.

20 (b) If the declaration of covenants or other published guidelines
21 and standards authorized by the declaration of covenants provides options

³² §720.303(2), Florida Statutes.

³³ §720.303(2)(c)3., Florida Statutes

³⁴ §720.3035, Florida Statutes.

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1 for the use of material, the size of the structure or improvement, the design
2 of the structure or improvement, or the location of the structure or
3 improvement on the lot, neither the Association nor any architectural,
4 construction improvement, or other such similar committee of the
5 Association shall restrict the right of a lot owner to select from the options
6 provided in the declaration of covenants or other published guidelines and
7 standards authorized by the declaration of covenants.

8 (c) Unless otherwise specifically stated in the declaration of
9 covenants or other published guidelines and standards authorized by the
10 declaration of covenants, each lot shall be deemed to have only one front
11 for purposes of determining the required front setback even if the lot is
12 bounded by a roadway or other easement on more than one side. When
13 the declaration of covenants or other published guidelines and standards
14 authorized by the declaration of covenants do not provide for specific
15 setback limitations, the applicable county or municipal setback limitations
16 shall apply, and neither the Association nor any architectural, construction
17 improvement, or other such similar committee of the Association shall
18 enforce or attempt to enforce any setback limitation that is inconsistent
19 with the applicable county or municipal standard or standards.

20 (d) Each lot owner shall be entitled to the rights and privileges set
21 forth in the declaration of covenants or other published guidelines and
22 standards authorized by the declaration of covenants concerning the

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1 architectural use of the lot, and the construction of permitted structures
2 and improvements on the lot and such rights and privileges shall not be
3 unreasonably infringed upon or impaired by the Association or any
4 architectural, construction improvement, or other such similar committee
5 of the Association. If the Association or any architectural, construction
6 improvement, or other such similar committee of the Association should
7 unreasonably, knowingly, and willfully infringe upon or impair the rights
8 and privileges set forth in the declaration of covenants or other published
9 guidelines and standards authorized by the declaration of covenants, the
10 adversely affected lot owner shall be entitled to recover damages caused
11 by such infringement or impairment, including any costs and reasonable
12 attorney's fees incurred in preserving or restoring the rights and privileges
13 of the lot owner set forth in the declaration of covenants or other published
14 guidelines and standards authorized by the declaration of covenants.

15 (e) Neither the Association nor any architectural, construction
16 improvement, or other such similar committee of the Association shall
17 enforce any policy or restriction that is inconsistent with the rights and
18 privileges of a lot owner set forth in the declaration of covenants or other
19 published guidelines and standards authorized by the declaration of
20 covenants, whether uniformly applied or not. Neither the Association nor
21 any architectural, construction improvement, or other such similar
22 committee of the Association may rely upon a policy or restriction that is

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1 inconsistent with the declaration of covenants or other published
2 guidelines and standards authorized by the declaration of covenants,
3 whether uniformly applied or not, in defense of any action taken in the
4 name of or on behalf of the Association against a lot owner.

5

6 **ARTICLE ELEVEN FOURTEEN**
7 **Fiscal Year**

8 Section 1. The fiscal year of the Association shall begin on the first day of
9 ~~January~~ October and end on the 31st ~~30th~~ day of ~~December~~ September of every
10 year, ~~except the first year shall begin on the date of incorporation.~~

11

12 **ARTICLE TWELVE**
13 **Fiscal Management**

14 The association shall prepare an annual budget that sets out its annual operating
15 expenses. The budget shall be adopted by the Board of Directors.

16 Section 1. Required Budget Detail. A proposed annual budget of
17 common expenses shall be prepared by the Board of Directors that shall include
18 the estimated revenues and expenses for that year and the estimated surplus or
19 deficit as of the end of the current year. The budget must set out separately all
20 fees or charges paid for by the association for recreational amenities, whether
21 owned by the association, the developer, or another person. The board of
22 directors shall include the required reserve accounts in the budget.

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1 Section 2. Lot Owner's Copy of Budget. The association shall provide
2 each member with a copy of the annual budget or a written notice that a copy of
3 the budget is available upon request at no charge to the member.

4 Section 3. Reserve Account Funding. The amount to be reserved in any
5 account established shall be computed by means of a formula that is based upon
6 estimated remaining useful life and estimated replacement cost or deferred
7 maintenance expense of each reserve item. The association may adjust
8 replacement reserve assessments annually to take into account any changes in
9 estimates of cost or useful life of a reserve item.

10 Section 4. Waiving the Reserves. After one or more reserve accounts are
11 established, the membership of the association, upon a majority vote at a meeting
12 at which a quorum is present, may provide for no reserves or less reserves than
13 required by this section. If a meeting of the unit owners has been called to
14 determine whether to waive or reduce the funding of reserves and such result is
15 not achieved or a quorum is not present, the reserves as included in the budget go
16 into effect.

17 Section 5. Limitation on use of Reserve Funds. Reserve funds and any
18 interest accruing thereon shall remain in the reserve account or accounts and shall
19 be used only for authorized reserve expenditures unless their use for other
20 purposes is approved in advance by a majority vote at a meeting at which a
21 quorum is present.

22

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1 Section 6. Notice of Reserves.

2 (a) If the budget of the association does not provide for reserve
3 accounts and the association is responsible for the repair and maintenance
4 of capital improvements that may result in a special assessment if reserves
5 are not provided, each financial report for the preceding fiscal year
6 required by must contain the following statement in conspicuous type:

7 THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE
8 FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES
9 AND DEFERRED MAINTENANCE THAT MAY RESULT IN
10 SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO
11 PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO
12 SECTION 720.303(6), FLORIDA STATUTES, UPON
13 OBTAINING THE APPROVAL OF A MAJORITY OF THE
14 TOTAL VOTING INTERESTS OF THE ASSOCIATION BY
15 VOTE OF THE MEMBERS AT A MEETING OR BY WRITTEN
16 CONSENT.

17 (b) If the budget of the association does provide for funding
18 accounts for deferred expenditures, including, but not limited to, funds for
19 capital expenditures and deferred maintenance, but such accounts are not
20 created or established, each financial report for the preceding fiscal year
21 must also contain the following statement in conspicuous type:
22

23 THE BUDGET OF THE ASSOCIATION PROVIDES FOR
24 LIMITED VOLUNTARY DEFERRED EXPENDITURE
25 ACCOUNTS, INCLUDING CAPITAL EXPENDITURES AND
26 DEFERRED MAINTENANCE, SUBJECT TO LIMITS ON
27 FUNDING CONTAINED IN OUR GOVERNING
28 DOCUMENTS. BECAUSE THE OWNERS HAVE NOT
29 ELECTED TO PROVIDE FOR RESERVE ACCOUNTS
30 PURSUANT TO SECTION 720.303(6), FLORIDA STATUTES,
31 THESE FUNDS ARE NOT SUBJECT TO THE RESTRICTIONS
32 ON USE OF SUCH FUNDS SET FORTH IN THAT STATUTE.

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1 NOR ARE RESERVES CALCULATED IN ACCORDANCE
2 WITH THAT STATUTE.
3

4 Section 7. Budget Insufficient. If at any time a budget shall prove
5 insufficient, it may be amended by the Board of Directors for the remaining
6 portion of the fiscal year, provided that notice of the Board meeting at which the
7 revised budget will be considered along with a copy of the proposed revisions to
8 the budget shall be mailed to each member

9 Section 8 Payment. The annual shares of the Lot Owners of the Common
10 Expenses shall be made payable in installments due monthly or quarterly (as
11 determined by the Board) in advance and shall become due on the first day of
12 each period and shall become delinquent 10 days thereafter. The Association
13 shall have the right to accelerate assessments of an Owner delinquent in the
14 payment of common expenses. Accelerated assessments shall be due and payable
15 on the date a claim of lien is filed and may include the amounts due for the
16 remainder of the fiscal year for which the claim of lien was filed.

17 Section 9. Special Assessments. Assessments for common expenses that
18 are not provided for and funded in the budget or an amendment to the budget may
19 be made by the Board of Directors, and the time of payment shall likewise be
20 determined by them. Notice of the Board meeting at which assessments shall be
21 considered shall be posted and mailed to each Lot Owner as provided by Chapter
22 720 of the Florida Statutes. The funds collected under a special assessment shall
23 be used only for the specific purpose or purposes set forth in such notice.

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1 However, on completion of the specific purpose or purposes, any excess funds
2 will be considered common surplus, and may, at the discretion of the Board,
3 either be returned to the Lot Owners or be applied as a credit towards future
4 assessments.

5 Section 10. Assessment Roll. The assessments for Common Expenses
6 and Charges shall be set forth on a roll of the Lot Owners, which shall be
7 available for inspection at all reasonable times by Lot Owners. The roll shall
8 indicate for each lot the name and address of the Owner and the assessments and
9 charges paid and unpaid. A certificate made by a duly authorized representative
10 of the Association or by the Board of Directors as to the status of a Lot Owner's
11 account may be relied on for all purposes by any person for whom made.

12 Section 11. Accounts. All sums collected from assessments or charges
13 shall be credited to accounts from which shall be paid the expenses for which the
14 respective assessments or charges are made.

15 Section 12 Association Depository. The Depository of the Association in
16 which the funds of the Association shall be deposited shall be financial
17 institutions authorized to do business in Florida that carry FDIC insurance or
18 equivalent private insurance such as insurance placed through the Society Investor
19 Protection Corporation (SIPC), as shall be designated by the Board of Directors.
20 Alternatively, the Association may deposit funds with brokerage houses or
21 institutions that are members of the National Association of Securities Dealers,
22 Inc. and insured by SIPC or equivalent industry insurance. Principal of

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1 association funds, whether reserves or operating funds, may not be placed at risk
2 for investment purposes. Withdrawal of money from those accounts shall be only
3 by checks or other withdrawal instruments signed by those persons as are
4 authorized by the Directors.

5 Section 13. Commingling of Funds. All funds shall be maintained
6 separately in the Association's name. No community association manager or
7 business entity required to be licensed or registered under §468.432 Florida
8 Statutes, as amended from time to time, and no agent, employee, Officer, or
9 Director of the association, shall commingle any Association funds with his or her
10 funds or with the funds of any other association as defined in § 468.431 Florida
11 Statutes, as amended from time to time, or with those of any other entity. Reserve
12 funds and operating funds of the Association may be commingled for investment
13 purposes, as provided by law.

14 Section 14. Financial Reports. A complete financial report of actual
15 receipts and expenditures of the Association shall be made annually that shall
16 comply with § 720.3086 Florida Statutes, as amended from time to time, as
17 determined in the Rule adopted by the Division, based upon the amount of the
18 Association's budget from time to time.

19 Section 15. Bonding. The Association shall obtain and maintain adequate
20 fidelity bonding in the minimum principal sum of \$1,000,000.00 or an amount
21 determined by the Association's accountant to be to be adequate and approved by
22 the board of directors, for each person (whether or not a Director) who controls or

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1 disburses Association funds, and the President, Secretary, and Treasurer. The
2 Association shall bear the cost of bonding. In the case of a licensed manager, the
3 cost of bonding may be reimbursed by the Association as the parties may agree.
4 All persons providing management services to the Association, or otherwise
5 having the authority to control or disburse association funds, shall provide the
6 Association with a certificate of insurance evidencing compliance with this
7 section, naming the Association as insured under the policy.

8
9 **ARTICLE THIRTEEN ELEVEN**
10 **Assessments**

11 As more fully provided in the Declaration, each member is obligated to pay to the
12 Association annual and special assessments which are secured by a continuing lien upon
13 the property against which the assessment is made. Any assessments which are not paid
14 when due shall be delinquent. ~~If the assessment is not paid within thirty (30) days after~~
15 ~~the due date, the assessment shall bear interest from the date of delinquency at the rate of~~
16 ~~six (6%) percent per annum, and the Association may bring an action at law against the~~
17 ~~owner personally obligated to pay the same or foreclose the lien against the property, and~~
18 ~~interest, costs, and reasonable attorney's fees of any such action shall be added to the~~
19 ~~amount of such assessment. No Owner may waiver or otherwise escape liability for the~~
20 ~~assessments provided herein by nonuse of the Common Area or abandonment of his Lot.~~
21 Assessments and installments on assessments that are not paid when due bear interest
22 from the due date until paid at the eighteen (18%) per annum or the maximum interest
23 rate allowed by law (whichever is the lesser). The Association shall also charge an

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1 administrative late fee in an amount of \$25 or 5 percent (5%) of the amount of each
2 installment that is paid past the due date. Any payment received by the Association and
3 accepted shall be applied first to any interest accrued, then to any administrative late fee,
4 then to any costs and reasonable attorney's fees incurred in collection, and then to the
5 delinquent assessment. The Association may bring an action in its name to foreclose a
6 lien for unpaid assessments secured by a lien in the same manner that a mortgage of real
7 property is foreclosed and may also bring an action to recover a money judgment for the
8 unpaid assessments without waiving any claim of lien. The action to foreclose the lien
9 may not be brought until 45 days after the lot owner has been provided notice of the
10 Association's intent to foreclose and collect the unpaid amount.³⁵

11 **ARTICLE FOURTEEN**
12 **Parliamentary Rules**

13
14 Robert's Rules of Order Newly Revised, 11th edition,³⁶ shall be used in the
15 conduct of members' meetings, Board meetings, and committee meetings to ensure
16 fairness, impartiality, and respect for minority views without unduly burdening majority
17 rights. Meetings shall also be conducted in accordance with these Bylaws and the
18 procedures established by the Board from time to time, including the form of voting
19 documents to be used. The ruling of the Chair of the meetings, unless he or she or the
20 Board of Directors designates a third person as Parliamentarian, shall be binding unless
21 contrary to law.

22

³⁵ §720.3085, Florida Statutes.

³⁶ Robert's Rules of Order Newly Revised, 11th edition, Henry M. III Robert (Author), Daniel H. Honemann (Author), Thomas J. Balch (Author), Daniel E. Seabold (Contributor), Shmuel Gerber (Contributor).

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1 proposed amendment stating, "SUBSTANTIAL REWORDING OF BYLAWS.
2 SEE BYLAW _____ NUMBER FOR PRESENT TEXT." ³⁸

3 Section 4. Automatic Amendments. These Bylaws shall be deemed
4 amended, if necessary, so as to make them consistent with the provisions of the
5 Declaration or the Articles of Incorporation. Whenever Chapter 720, Chapter 617
6 of the Florida Statutes, or other applicable statutes or administrative regulations,
7 as amended from time to time, are amended to impose procedural requirements
8 less stringent than set forth in these Bylaws, the Board of Directors may operate
9 the Association under the less stringent requirements. The Board of Directors,
10 without a vote of the Lot Owners, may adopt, by majority vote, amendments to
11 these Bylaws as the Board deems necessary to comply with operational changes
12 as may be enacted by future amendments to Chapters 617, and 720 of the Florida
13 Statutes, or other statutes or administrative regulations as required for the
14 operation of the Association, all as amended from time to time.

15 ~~Section 5. In the case of any conflict between the Article of Incorporation~~
16 ~~and these Bylaws, the Articles shall control; and in the case of any conflict~~
17 ~~between the Declaration and these Bylaws, the Declaration shall control.~~

18 **ARTICLE SEVENTEEN**
19 **Conflicts in Documents**

20
21 The term "Homeowner Association Documents," as used in these Bylaws and
22 elsewhere, shall include the Articles of Incorporation, Declaration, these Bylaws, the
23 Rules and Regulations of the Association, the Surveyor's Plat, and graphic descriptions of

³⁸ This provision mirrors the provision under the condominium statute (§718.110(1)(b), Fla. Stat.) for the process to amend a condominium declaration.

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CERTIFICATE OF AMENDMENT TO THE BYLAWS


OF HOMEOWNERS ASSOCIATION

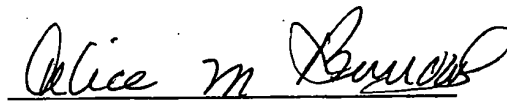
OF THE VENETIAN VILLAS UNIT OWNERS' ASSOCIATION,

A FLORIDA HOMEOWNERS' ASSOCIATION

The undersigned officers of the Venetian Villas Unit Owners' Association, Inc., the corporation in charge of the operation and control of Venetian Villas Unit Owners' Association, Inc., according to the amended declaration of thereof as recorded in Official Records of Volusia County, Florida, in Book 3021, Page 1724, and specifically as recorded at Page 1746, hereby certify that the forgoing amendments to the Bylaws of homeowners' association were proposed and approved by majority vote of the Board of Directors at a board meeting held on April 8, 2013, and approved by vote of not less than 75% of the unit owners at a membership meeting held on April 8, 2013. The undersigned further certify that the amendments were proposed and approved in accordance with the homeowners' association documentation and applicable law.

IN WITNESS WHEREOF,


MARY R. STRANDBERG
PRESIDENT


ALICE M. BURROWS
SECRETARY

Instrument# 2013-076997 # 50
Book : 6847
Page : 3003
Diane M. Matousek
Volusia County, Clerk of Court

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ACKNOWLEDGMENT

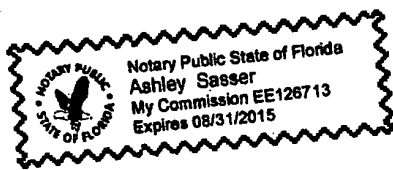
State of Florida)
County of Volusia)

The foregoing instrument was acknowledged before me this 11th day of April,
2013, by Mary R. Strandberg and Alice M. Burrows. Personally Known _____ OR
Produced Identification (Check one).

Type of Identification produced:

Mary R. Strandberg: FL DL
Alice M. Burrows: FL DL

Witness my hand and official seal of the County estate last aforesaid this the 11th
day of April, 2013.



Ashley Sasser
NOTARY PUBLIC

06/29/2016 10:43 AM
Instrument# 2016-118219 # 1
Book: 7271
Page: 846

This instrument prepared by and return to:
DANIEL J. WEBSTER, P. A.
444 Seabreeze Boulevard, Suite 360
Daytona Beach, Florida 32118
386-258-1222

**SEVENTH AMENDMENT
TO
DECLARATION OF EASEMENT, COVENANTS, CONDITIONS,
AND RESTRICTIONS REGARDING VENETIAN VILLAS**

**THIS AMENDMENT TO THE DECLARATION OF EASEMENT, COVENANTS,
CONDITIONS, AND RESTRICTIONS REGARDING VENETIAN VILLAS, is made effective this**
12 day of May, 2016, by **VENETIAN VILLAS UNIT OWNERS' ASSOCIATION, INC.** (the
"Association"), a Florida corporation

WITNESSETH

WHEREAS, the Declaration of Easement, Covenants, Conditions and Restrictions Regarding Venetian Villas (the "Declaration") was recorded on or about March 16, 1981 in Official Record Book 2404, page 1561, Public Records of Volusia County, Florida; and a first Amendment to the Declaration recorded on or about December 3, 1982 in Official Records Book 2606, Page 0566, Public Records of Volusia County, Florida; and a second Amendment to the Declaration recorded on February 7, 1985 in Official Records Book 2674, Page 0156, Public Records of Volusia County, Florida and a third Amendment to the Declaration recorded on November 8, 1985 in Official Records Book 2753, Page 0159, Public Records of Volusia County, Florida and a fourth Amendment to the Declaration recorded on June 11, 1985 in Public Records Book 2811, Page 1205, Public Records of Volusia County, Florida; a Fifth Amendment to the Declaration recorded on August 17, 1987 in Public Records Book 3021, page 1724 (which is inadvertently titled Second Amended); and a sixth amendment to the Declaration recorded on April 22, 2013, in Public Records Book 6847, Page 2900, Public Records of Volusia County, Florida;

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WHEREAS, Venetian Villas was originally recorded in Map Book 38, page 13 and 15 of the Public Records of Volusia County, Florida as amended and superseded on certain plat or map of Venetian Villas Block "A", Replat, as it is recorded in Plat Book 40, pages 8, 9 and 10 Public Records of Volusia County, Florida, it was platted using lots. However, when the property subject to the plat was improved and constructed, all of the units were not constructed on or within a single lot.

Since the inception of the Declaration, the property has been treated as if each unit had been constructed on a single lot in that there is and always has been only one (1) membership per constructed unit and one (1) assessment per constructed unit, as oppose to per lot.

This proposed Amended to the Declaration is to correct the non-title issues, limited exclusively to the issues of assessments and voting rights, based upon each unit as opposed to each Lot and therefore, proposes to amend the Declaration by revising the term "Lot" as contained in the Declaration and by adding a defined term for "Unit"; and

WHEREAS, Article IX, Section 6 of the Declaration expressly authorizes an amendment thereto upon affirmative vote of 75% of the voting interests of the association, following notice, resolution, special meeting as required by the Bylaws and Declaration; and

WHEREAS, the Association gave notice, had a special meeting, resolution and obtained seventy-five (75%) of the voting interests of the Association and did properly vote to amend the Declaration;

NOW THEREFORE, the Declaration is amended as follows:

1. Except as proposed herein, the Declaration, as previously amended, shall remain in full force and effect.
2. Article I, Section 7 of the aforesaid Declaration will be amended by adding language as indicated below:

Section 7. "Lot" shall mean those lots that have been depicted on the plat of Venetian Villas as it is recorded in Map Book 38, Page 13 and 14 of the Public Records of Volusia County, Florida as amended and superseded on certain plat or map of Venetian Villas Block "A", Replat, as it is recorded in Plat Book 40, Pages 8, 9, and 10 Public Records of Volusia County, Florida, whether improved or unimproved. A lot shall

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Volusia County, Clerk of Court

not include any common area. Additionally, solely for the purposes of membership or assessments, "Lot" shall mean the Unit. In the event of any conflict, each Unit shall only have one (1) vote per Unit and shall be subject to only one (1) assessment, per Unit, regardless of where the Unit is constructed per the Replat referenced herein.

- 3. Article 1 of the aforesaid Declaration is hereby amended by adding Section 15 as indicated below:

Section 15. "Unit" shall mean the single family dwelling unit located on either side of a Party Wall, which together shall comprise a building.

- 4. The amendments of Article 1, Sections 7 & 15, as stated in paragraphs 2 and 3 above, shall become effective immediately upon the execution of this Amendment.

IN WITNESS WHEREOF, the Association has caused the above Seventh Amendment to Declaration Of Easement, Covenants, Conditions, And Restrictions Regarding Venetian Villas to be executed this 12 day of May, 2016.

Signed and sealed in the presence

VENETIAN VILLAS UNIT OWNERS ASSOCIATION, INC.

Betsy L MacDonald
Printed Name: Betsy L MacDonald

By: Alvin K Potter
ALVIN POTTER, as President of the Association

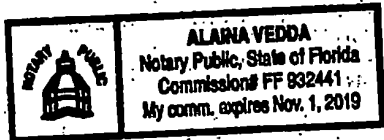
Lauren Chapman
Printed Name: Lauren Chapman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12 day of June, 2016, by Alvin Potter, as President of the Association. (notary must check applicable box)

{Notary Seal must be affixed}

Alaina Vedda
Signature of Notary



Alaina Vedda
Name of notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): FF 932441
My commission Expires (if not legible on seal): Nov 1, 2019

- Personally Known.
- Produced a current Florida driver's license as identification.
- Type of Identification Produced _____

Venetian Villas Unit Owners Association
105 Quay Assisi
New Smyrna Beach, FL 32169

General Rules and Regulations

Boat Dock

1. Persons under 14 years of age must be accompanied by an adult.
2. No bicycles, skateboards, rollerblades, running, swimming or diving.
3. Community dock is for unit owners, tenants & legitimately authorized guests.
4. All boat slips are private property and all usage of boat slips, including fishing, is limited to those owners or tenants (if included in lease) and their legitimately authorized guests.
5. Roofs and/or hoists, which include lifts and floaters and any new technology that lifts boats, shall not be allowed as docking facilities.

Rules Posted at Dock Entrance

1. Community dock is for unit owners, tenants & legitimately authorized guests.
2. All boat slips are private property and all usage of boat slips, including fishing, is limited to those owners or tenants (if included in lease) and their legitimately authorized guests.
3. Persons under 14 years of age must be accompanied by an adult.
4. No bicycles, skateboards, rollerblades, running, swimming or diving.

Signs Posted at North and South Entrances to the Dock

Private Property
Community dock is for unit owners, tenants and guests only
No trespassing
Violators will be prosecuted

Common Area

1. Individual lot owners, tenants and any guests, are prohibited from encroaching on the common area property of the Association in any manner whatsoever. This includes but is not limited to, structures, storage of any items, landscaping or modifications thereof, parking of vehicles other than as specifically granted within the Governing Documents, signs of any type or the posting of flyers (Declaration, Article I, Section 5).
2. Individual lot owners, tenants and guests, are prohibited from directing any Association employed vendor or contractor regarding the performance of the vendor or contractors duties with regard to the common area.
3. Individual lot owners, tenants and guests are prohibited from temporarily or permanently altering the common areas in any manner or for any purpose whatsoever without the express written permission of the Board of Directors of the Association. This includes, but is not limited to planting, removal or any landscape alterations, games, skateboards, athletic equipment, grills or picnic equipment or any recreational apparatus that may result in injury to any person participating in any activity (Declaration, Article II, Section 7).
4. The use of bicycles, roller blades, skateboards, scooters is prohibited on Association property (Common Area). The operation of any powered vehicle of any sort by anyone under age of 14 is prohibited on Association property.
5. Prohibition of excessively loud music or other noise emanating from devices from persons, automobiles or the exterior of private lots.
6. Prohibition of basketball goals or other events in common area courtyards.
7. Signs for yard sales may be displayed only with approval from the Association.

Trash Disposal, Recycling and Mailboxes

1. It is the responsibility of each owner to ensure that they, their tenants and guests, properly utilize the trash and garbage disposal facilities provided within the community. This includes the proper location disposal of large items as indicated on the posted signs.
2. The areas designated for trash and garbage disposal must be kept clean and in proper order. Use of these facilities is limited to lot owners, tenants and guests. All persons legitimately using these facilities have a responsibility to report to the management company any witnessed unauthorized use thereof. Contractors must haul their debris off of the property.
3. Recycling bins are located within the trash and garbage disposal areas. All legitimate users of the facilities are encouraged to participate in recycling.
4. Central mail reception facilities are located within the community. It is imperative that regulations of the U.S.P.S. are strictly followed with regard to usage of this facility. In particular, tampering with mailboxes in any manner is illegal and any incident should be reported to the Postmaster. Interference with or inappropriate contact with the postman regarding the delivery of each owner's or tenant's private mail is illegal and should be reported to the Postmaster.

Pool Area

1. Pool is for unit owners, tenants and legitimately authorized guests only.
2. Persons under 14 years of age must be accompanied by an adult.
3. No pets allowed in pool area.
4. No glass containers in pool area.
5. No running, rough play or excessive noise in pool area.
6. No floats or rafts permitted.
7. No bicycles, skate boards or roller blades.
8. Pool Hours 6:00 AM – 10:00 PM.
9. Keep pool gate closed at all times.
10. Before leaving pool area, lower and tie the umbrellas.
11. No diving.

Notice Posted in Pool Area

1. No Lifeguard on duty
2. Persons using pool do so at own risk
3. Unit Owners Association not responsible for accidents or injuries
4. Pool Occupancy: 16

Note: The community pool cannot be reserved for exclusive use.

Clubhouse

1. Clubhouse reservations for exclusive use by owners/tenants must be made in advance by completing a reservation form, located in the clubhouse, and submitting it to Sea Action Properties & Management. The confirmed reservation must be posted.
2. The clubhouse reservation requires a \$20.00 rental fee and a \$50.00 cleaning/damage deposit to be made in advance of the reserved date. (The deposit may be returned after inspection of the clubhouse.)
3. All clubhouse reservations must include a starting time and ending time upon reservation.
4. All entities using the clubhouse and/or grill will be responsible to clean up at the conclusion of their use.
5. All entities using the clubhouse and/or grill will be responsible for the actions of all associated guests and attendees thereof.
6. No children under 16 are allowed in the clubhouse unless accompanied and supervised by an adult.
7. The Air Conditioner is to remain set at 78 degrees.

8. All garbage incurred as a result of a clubhouse use must be removed and placed into a garbage dumpster.
9. All interior lighting, fans, TV and stereo in the clubhouse and lighting in the restrooms must be turned off before leaving area.
10. Return all furniture and pool table equipment to their original locations.
11. All clubhouse and restroom doors must be locked by the persons using the facilities before leaving the area.
12. No pets are permitted in the clubhouse.
13. No smoking in the clubhouse.
14. Parking on any grass area is strictly prohibited. This includes the grass areas bordering the public streets. Do not block the sidewalk.
15. No Trade or Business (Article I, Section 13) shall be conducted in the clubhouse or in any common area.

Parking

1. Owners, tenants and legitimately authorized guests may park motor homes, travel trailers, pop-up campers trailers, utility trailers, motorcycle trailers, boat trailers or recreational vehicles as allowed on their lot or in community parking spaces for less than 72 hours in a 7 day period and must be moved out of the VVUOA complex at the end of the 72 hour limit.
2. All vehicles should be parked in designated parking spots only. Do not block sidewalks. Parking on any grass area is strictly prohibited. This includes the grass areas bordering the public streets.
3. Common area parking spaces shall not be designated for private use by any owner, tenant or legitimately authorized guest. By definition "Common Area" is for use by all owners equally.

Pets

1. Require all pet owners to obtain a copy of the City of NSB ordinance.
2. Require all landlords to attach the city ordinance to leases.

Exterior Alteration Rules

1. An owner must submit an Architectural Review Board (ARB) Application to the Manager of the Association who will submit the application to the Board of Directors who serve as the Architectural Review Board for approval of any exterior alteration including landscaping (mature height in excess of 4 feet) and replacement of any exterior item. The Board must approve the application **before** any work commences.
2. All requests must conform to the local zoning and building codes.
3. If the application is approved, owners must obtain all necessary permits from the city and post the permit in a visible area on the lot before the commencement of work. Approval of the application is contingent upon this requirement. Any failure to obtain said permits voids any ARB approval and any work begun is a violation of VVUOA Governing Documents.
4. The exterior area of the building/lot that is altered becomes the sole responsibility of the owner and is no longer the responsibility of the Association for the exterior maintenance of the area altered.

EXHIBIT "D"

Attach legal description of each parcel that is subject to the revived Original Declaration and other Governing Documents, along with the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of Volusia County, Florida, at the time the proposed revived Declaration and other Governing Documents were submitted for approval by the parcel owners.

NAME OF OWNER FROM TAX ASSESSMENT ROLE	LEGAL DESCRIPTION
RICHARD J & PATRICIA M RUDNICK	Lot 1, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
JAMES HARPER	Lot 2, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
POLK B DALRYMPLE TR & LISA A DALRYMPLE TR	Lot 3, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof, as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
JENIFER L RUSSELL & KATHERINE A HEMLER	Lot 4, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
LINDA J STIVERS	Lot 5, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
JUDITH H ANDERSON	Lot 6, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
TIMOTHY J BURNS & PATRICIA A BURNS	Lot 7, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
SIMPSON CHRISTINA L	Lot 8, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
MICHAEL CIFALDI & JANET CIFALDI	Lot 9, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
MARY H WILSON	Lot 10, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
JUDITH A CALLISON & ROBERT CLARKE WALKER	Lot 11, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
ANTONIO COSCIA	Lot 12, excepting the Northerly 1.35 feet thereof, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
BRENDAN PAUL SULLIVAN	The Northeastly 1.35 feet of Lot 12 and Lot 13, excepting the Northeastly 1.60 feet thereof, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
EDWARD A BEATON & DOROTHY M BEATON	The Northeastly 1.60 feet of Lot 13 and Lot 14, excepting the Northeastly 1.85 feet thereof, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
SABRINA I HEINZ	The Northeastly 1.85 feet of Lot 14 and Lot 15, excepting the Northeastly 2.10 feet, thereof, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
NANCY RICH & RALPH PERIMUTTER	The Northeast 2.10 feet of Lot 15, and Lot 16, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
MARTIN W KOCH & BARBARA E KOCH	Lot 17, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
ROBERT W WILEY & SHARON L. WILEY	Lot 18, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
BONNY J MCDANIEL	Lot 19, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
ROBERT S. SHIRKMAN TR THE ROBERT S SHIRKMAN TRUST	Lot 19, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
GREGORY HOWARD & PATRICIA HOWARD	Lot 20, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
JANET KAY TROXELL	Lot 20, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
DONALD BURDEN TR. & RHONDA BURDEN TR	Lot 21, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
RICHARD P MENDENHALL & SHERRY MENDENHALL	Lot 21, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.

RICHARD L BURROWS & ALICE M BURROWS	Lot 22, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
MICHAEL GORDON STANLEY	Lot 22, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
CATHERINE LUCKAY & CHRISTOPHER LUCKAY	Lot 23, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
VALERIE FISHBOURNE	Lot 23, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
ALVIN K POTTER	Lot 24, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
NANCY RICH	Lot 24, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
JAMES W ELLIS & JANE A ELLIS	Lot 25, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
BOBBI M MARTIN	Lot 25, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
CHARLES G. BALDWIN	Lot 26, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
MARTHA A WILSON	Lot 26, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
RONALD DE LUISE	Lot 27, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
KRISTINA C CHALK	Lot 27, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
HUGH W SWEATT, JR & PATRICIA A. SWEATT	Lot 28, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
MGS INVESTMENTS PLUS LLC	Lot 28, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
BETTY B JULIAN	Lot 29, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida.
PEGGY GAUTREAUX RIVERS	Lot 29, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
WILLIAM F ATWELL, SR	Lot 30, VENETIAN VILLAS BLOCK "A" REPLAT, according to the plat thereof, recorded in Map Book 40, Page 8, of the Public Records of Volusia County, Florida.
DONNA L CRAWFORD	Lot 30, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
STEPHEN A CATRAMBONE & JENNIFER L CATRAMBONE	Lot 31, Block A, VENETIAN VILLAS REPLAT, according to the plat thereof as recorded in Plat Book 40, Pages 8 through 10, of the Public Records of Volusia County, Florida. Lots 31 and 34, Block A, VENETIAN VILLAS, according to the plat thereof recorded in Plat Book 38, Pages 13 and 14, of the Public Records of Volusia County, Florida, less and except the following described Parcels D1 and D2: Parcel D1: A portion of Lot 34, VENETIAN VILLAS, BLOCK 'A', as recorded in Map Book 38, Pages 13 and 14, of the Public Records of Volusia County, Florida, being more particularly described as follows: As a point of reference commence at the common corner of Lot 34, Lot 31 and Lot 35; thence along the most Northerly West line of said Lot 34 Run South 11°22'35" West a distance of 25.01 feet to the Point of Beginning; thence departing said line run South 36°57'40" East, a distance of 3.42 feet; thence run South 08°09'51" West a distance of 22.10 feet to a point on the boundary of aforesaid Lot 34; thence along said boundary run North 38°01'20" West, a distance of 5.00 feet; thence continuing along said boundary run North 11°22'35" East, a distance of 21.09 feet to the Point of Beginning. Parcel D2: A portion of Lot 31, VENETIAN VILLAS, BLOCK 'A', as recorded in Map Book 38, Pages 13 and 14, of the Public Records of Volusia County, Florida, being more particularly described as follows: For a Point of Beginning commence at the common corner of Lot 31, Lot 30 and Lot 34; thence along the most Westerly North line of aforesaid Lot 31 South 87°25'15" East, a distance of 46.10 feet; thence run South 38°01'20" East, a distance of 5.00 feet; thence departing said boundary run North 82°41'12" West, a distance of 49.71 feet to the Point of Beginning.
GEORGE W MELNIK	Lot 32, VENETIAN VILLAS BLOCK "A" REPLAT, according to the plat thereof, recorded in Map Book 40, Page 8, of the Public Records of Volusia County, Florida.
ALBERTA ONEIL	

Lots 32 and 33, except the Southeasterly 27.00 feet as measured along the common line between Lots 32 and 33, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
The Southeasterly 27.00 feet of Lots 32 and 33, as measured along the common line between said Lots 32 and 33, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.

A portion of Lots 39, 40, 41 and 42, VENETIAN VILLAS BLOCK A, according to the plat thereof recorded in Map Book 38, pages 13 and 14 of the Public Records of Volusia County, Florida and being more particularly described as follows: As a point of referenced commencement at the Southwesterly corner of said Lot 42; thence N 87°25'15" W a distance of 21.62 feet; thence N 37°30'07" W a distance of 7.58 feet; thence S 87°39'50" W a distance of 8.84 feet for the Point of Beginning; thence continue S 87°39'50" W a distance of 14.13 feet; thence N 83°01'20" W a distance of 28.28 feet; thence N 38°01'20" W along the Westerly line of Lots 39 and 40 a distance of 32.36 feet to the Southeasterly R/W of Brezeaway Court, a 50 foot R/W as now laid out; thence N 09°05'56" E along said R/W of Brezeaway Court a distance of 27.39 feet; thence N 51°58'40" E a distance of 78.93 feet; thence S 83°01'20" E a distance of 4.28 feet; thence S 06°58'40" W a distance of 45.45 feet; thence S 83° 01' 20" E a distance of 4.00 feet; thence S 06°58'40" W a distance of 58.35 feet to the Point of Beginning.

A portion of Lots 39, 41 and 42, VENETIAN VILLAS BLOCK A, according to the plat thereof recorded in Map Book 38, pages 13 and 14 of the Public Records of Volusia County, Florida and being more particularly described as follows: Beginning at the Southwesterly corner of said Lot 42; thence N 87°25'15" W a distance of 21.62 feet; thence N 37°30'07" W a distance of 7.58 feet; thence S 87°39'50" W a distance of 8.84 feet; thence N 06°58'40" E a distance of 58.35 feet; thence N 83°01'20" W a distance of 4.00 feet; thence N 06°58'40" E a distance of 45.45 feet; thence S 83°01'20" E a distance of 11.28 feet; thence S 38°01'20" E a distance of 40.00 feet; thence S 06°58'40" W along the common boundary line between Lots 42 and 43 a distance of 28.28 feet; thence leaving said common boundary line S 07°01'13" W across a portion of said Lot 42 a distance of 49.46 feet to the Point of Beginning.

Parcel 1 - Lot 43, Venetian Villas, Block "A", according to the map or plat thereof, as recorded in Plat Book 38, Page(s) 13 and 14, Inc., of the Public Records of Volusia County, Florida. And Parcel 2 - Lot 42, Venetian Villas, Block "A", according to the map or plat thereof, as recorded in Plat Book 38, Page(s) 13 and 14, Inc., of the Public Records of Volusia County, Florida, being more particularly described as follows: Commence at the Southwesterly most corner of Lot 45 as shown on said map of Venetian Villas, Block A; thence South 51°59'40" West (A record bearing along the Northerly lines of Lots 44 and 43 as shown on said Map of Venetian Villas, Block A, being the basis of bearings for this description, for a distance of 26.24 feet to the Northwesterly most corner of said Lot 43; thence along the common (Recorded) South 06°43'01" West, a distance of 28.23 feet (Field Measured) to the Point of Beginning for lands herein described; thence continue along the said common boundary line the following (2) courses and distances: South 38°01'20" East 5.00 feet, South 11°22'35" West 46.10 (Recorded), South 11°25'33" West 46.06 feet (Field Measured), to the Southwesterly most corner of said Lot 43; Thence North 07°01'13" East, across a part of said Lot 42, a distance of 49.46 to the Point of Beginning. Also described as Parcel C1: A certain portion of Lot 42, of the Public Records of Volusia County, Florida, described as follows: For a Point of Beginning, commence at the common corner of Lot 42, Lot 43 and Lot 39, thence along the most Southerly East line of aforesaid Lot 42, North 11°22'35" East, a distance of 46.10 feet; thence continuing along the boundary of said Lot 42, North 38°01'20" West, a distance of 5.00 feet; thence departing said boundary run South 07°15'41" West, a distance of 49.16 feet to the Point of Beginning, being a portion of Lot 42, Venetian Villages Block "A", according to the map or plat thereof, as recorded in Plat Book 38, Page(s) 13 and 14, Inc., of the Public Records of Volusia County, Florida

Lot 44, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
Lot 45, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
Lot 46, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
Lot 47, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
Lot 48, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
Lot 49, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
Lot 50, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
Lot 51, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.
Lot 52, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.

LEE ANN HARPER
PATRICK R WEBB TR OF THE PATRICK R. WEBB
REVOC TRUST

VIVIAN LAWNICKI

MARIO L BORELLI & LYNN A BORELLI

GREGORY K FUTCH & MARY W FUTCH

DORIS L DAVIDSON

JULIE L. JUNKIN

DONALD P WILEY & CYNTHIA H WILEY

GRETCHEN ESTRADA

JACQUELINE GISSELLE WOLF & PHILLIP K WOLF

LOUIS G TUMEO, TR OF THE LOUIS G TUMEO REVOC
TRUST

DAVID GRAY CURREY & DAYNA MARIE GONZALES

THOMAS G TODD & VICTORIA A TODD

JUDITH ANNE CALLISON

CHRISTOPHER W BROWN & LORI A BROWN

Lot 53, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida.

Lot 54, Block A, VENETIAN VILLAS, according to the Plat thereof recorded in Plat Book 38, Pages 13 and 14, Public Records of Volusia County, Florida, excepting therefrom that portion of Lot 54, now being part of Lot 17, Venetian Villas Block "A", Replat, according to plat thereof recorded in Map Book 40, Page 8, 9 and 10, Public Records of Volusia County, Florida, said exception being more particularly described as follows: As a point of reference commence at the Northeastly corner of said Lot 17, Venetian Villas, Block "A", Replat; thence S 38° 01' 20" E, along the Northeastly line of said Lot 17, a distance of 56.04 feet for the Point of Beginning; thence continue S 38° 01' 20" E, a distance of 7.39 feet; thence S 04° 32' 25" W, a distance of 11.64 feet to a PRM marking the Southeastly corner of said Lot 17; thence S 51° 58' 40" W, along the Southerly line of said Lot 17, a distance of 6.79 feet to the Westerly line of said Lot 54; thence N 04° 32' 25" E, along said Westerly line of Lot 54, a distance of 21.68 feet to the Point of Beginning.

SHARON WELLS BROWN