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DECLARATION OF MANAGEMENT COVENANTS
FOR
WATERSIDE VILLAGE AT VENICE CENTER

TABLE OF CONTENTS

	<u>Page</u>
1. <u>DEFINITIONS</u>	1
2. <u>ASSOCIATION</u>	3
3. <u>VOTING RIGHTS</u>	3
4. <u>VENICE CENTER COVENANTS</u>	4
5. <u>COMMUNITY PROPERTY</u>	4
6. <u>COMMUNITY DEVELOPMENT PLAN</u>	5
7. <u>COMMUNITY PROPERTY IMPROVEMENTS</u>	6
8. <u>COMMON EXPENSES</u>	6
9. <u>INSURANCE, DESTRUCTION, AND RECONSTRUCTION</u>	8
10. <u>LIABILITY INSURANCE</u>	9
11. <u>RESTRICTIONS UPON USE</u>	10
12. <u>ASSESSMENTS</u>	10
13. <u>ASSOCIATION LIEN RIGHTS</u>	12
14. <u>RIGHTS OF COMMUNITY DEVELOPER</u>	12
15. <u>EASEMENTS</u>	13
16. <u>MANAGEMENT AGREEMENT</u>	15
17. <u>REMEDIES FOR DEFAULT</u>	15
18. <u>DURATION</u>	16
19. <u>AMENDMENTS</u>	16
20. <u>BINDING EFFECT</u>	17
21. <u>SEVERABILITY</u>	18

Exhibit "A"- Legal Description
Exhibit "B"- Articles of Incorporation
Exhibit "C"- Bylaws

275/ Prepared by: *[Signature]*
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DECLARATION OF MANAGEMENT COVENANTS
FOR
WATERSIDE VILLAGE AT VENICE CENTER

THIS DECLARATION is made and executed this 22 day of September, 1995, by W.V. DEVELOPMENT NO. I, a Florida general partnership, hereinafter called "Declarant,"

W I T N E S S E T H :

WHEREAS, Declarant is the Owner of the following described property lying and being in the County of Sarasota, State of Florida, to-wit:

All that property described in Exhibit "A"
attached hereto;

which property is hereinafter called the "Community"; and

WHEREAS, Declarant anticipates that there will be constructed within the Community residential dwelling units or improved subdivision lots which will share certain common areas and recreational facilities as hereinafter described; and

WHEREAS, Declarant, in its capacity as Community Developer (as hereinafter defined), shall develop certain improvements within the Community, which improvements are intended to be made available to and used by all property owners with the Community on a non-exclusive shared basis, as hereinafter set forth; and

WHEREAS, Declarant desires to establish protective covenants covering the development, improvement, and usage of the property in the Community for the benefit and protection of all Owners thereof;

NOW, THEREFORE, Declarant does hereby declare that all property in the Community shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. DEFINITIONS.

(a) "Assessable Share" shall mean and refer to the total assessment to be levied from time to time by Association against each Class A Member and its respective Component Project. The Assessable Share for each Component Project may vary from time to time until complete buildout of the dwelling units within each Component Project. The Assessable Share shall be equal to the total number of completed units within each Component Project. Completion shall be determined as follows:

(1) As to units within a condominium, completion shall be determined and evidenced by a surveyor's Certificate of Substantial Completion and the issuance of a Certificate of

Occupancy by Sarasota County and conveyance of the unit to a retail purchaser;

(2) As to dwelling units within a platted subdivision with a development scheme of a combination of a lot and house offered by the developer, completion shall be evidenced by the issuance of a Certificate of Occupancy for the house by Sarasota County and conveyance of the lot to a retail purchaser; and

(3) As to lots within a platted subdivision where the scheme of development does not contemplate the construction of dwelling units by the developer, completion shall be evidenced by the recording of the subdivision plat in the Public Records of Sarasota County and conveyance of the lot to a retail purchaser.

In order to determine the Assessable Share for each Component Project, the total assessment levied by the Association will be divided by the total number of completed units within the Community and such amount shall then be multiplied by the number of completed units within the Component Project. The Assessable Share of Community Developer as Class B Member shall equal one completed unit; provided, however, that Community Developer shall be excused from payment of its assessment in the event it guarantees the budget.

(b) "Association" shall mean and refer to the W. V. Community Association, Inc., a Florida corporation not for profit.

(c) "Board" shall mean and refer to the Board of Directors of Association.

(d) "Community" shall mean and refer to that property described in Exhibit "A" attached hereto.

(e) "Community Developer" shall mean and refer to W. V. Development No. I, a Florida general partnership, its successors or assigns.

(f) "Community Property" shall mean and refer to those parcels of real property located within the Community set aside for use, ownership or benefit of the Community, as discussed in Article 5. In light of the fact that these Covenants are being executed and recorded at the beginning of the development process for the Community, it is impossible to predict with precision where subsequent Component Projects will be located, and accordingly the site plan attached hereto as an exhibit is merely an example of how the Community might be developed and is not the essence of this agreement nor binding upon the Declarant nor any Component Project developer.

(g) "Component Project" shall mean and refer to a condominium project or a platted subdivision which is developed within the Community.

(h) "Component Project Developer" shall mean and refer to (a) the developer of a Component Project within the Community, or (b) prior to development of a Component Project, the owner of property within the Community which may be so developed, and may in either case include the Declarant. For example, the Component Project Developer of The Gardens I at Waterside Village is W. V. Development No. I.

(i) "Component Project Association" shall mean and refer to the homeowners or condominium association established for the purpose of operating, managing and maintaining a particular condominium or subdivision Component Project.

(j) "Declarant" shall mean and refer to W.V. Development No. I, a Florida general partnership, their successors or assigns.

(k) "Member" shall mean and refer to the two classes of members: (i) Class A Members shall be the Component Project Associations, but shall not refer to individual members of such associations. For example, "Class A Member" would include the Gardens I at Waterside Village Association, Inc., which is the condominium association to be formed in connection with the development of the condominium to be known as The Gardens I at Waterside Village, to operate, manage and maintain such condominium, which is a Component Project within the Community; and (ii) Class B Member, which is Community Developer, its successors or assigns.

(l) "Owner" shall mean and refer to the fee simple owner of any platted lot or platted condominium unit within the Community.

(m) "Venice Center Covenants" shall mean and refer to the "Venice Center Declaration of Covenants, Conditions and Restrictions" recorded in Official Records Book 2238, Page 2733, Public Records of Sarasota County, Florida, as the same have been or may be amended from time to time.

2. ASSOCIATION. Except as may be otherwise provided by the terms hereof, responsibility for the operation, management, and maintenance of the Community Property shall be vested in an incorporated association known as W. V. Community Association, Inc., a Florida corporation not for profit, hereinafter called the "Association." The primary purpose of the Association shall be to maintain the Community Property, enforce the provisions of this Declaration wherever applicable and appropriate, and perform such other duties as may be assigned to it under the terms hereof or under its Articles of Incorporation and Bylaws. Each Component Project Association within the Community shall automatically be a Class A Member of the Association. A copy of the Articles of Incorporation of the Association, which shall be filed with the Secretary of State, is attached hereto as Exhibit B. A copy of the Bylaws governing the operation of the Association is attached hereto as Exhibit C. The Association shall have all of the rights and powers provided by the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

3. VOTING RIGHTS. Each Class A Member shall be entitled to a number of votes equal to the number of completed units within that Member's respective Component Project, subject to the rights of the Class B member to appoint the members of the board of directors or majority thereof, all as further discussed in Paragraph 1(a) and in the Articles and Bylaws of the Association.

4. VENICE CENTER COVENANTS. Community is an integral part of a larger development known as "Venice Center." Venice Center is a planned unit development and a development of regional impact being developed pursuant to a resolution approved by Sarasota County. In connection with such development, certain land areas, referred to in the Venice Center Covenants as "Common Areas," have been and may from time to time in the future be set aside for use by or deeded to Venice Center Owners Association, Inc., a Florida corporation not for profit (hereinafter referred to as "Venice Center Association"), as land available for the common use, enjoyment, or benefit of all property owners within Venice Center. The Common Areas may include, by way of illustration and not by way of limitation, private roads, waterways, lakes, ponds, bicycle and other paths, walkways, parks, and other open areas.

The purpose of Venice Center Association is to own, improve, maintain, and manage the Common Areas of Venice Center and to conduct the affairs of the planned unit development in accordance with its Articles of Incorporation and Bylaws and the Venice Center Covenants, as the same may be amended from time to time, and in accordance with any and all applicable resolutions and ordinances of Sarasota County regulating planned unit developments. Every Component Project shall be required to become a member of the Venice Center Association and to maintain such Membership in good standing.

Venice Center Association shall have the right to levy assessments and to enforce collection thereof by placing liens against the units or lots in the Community. The Venice Center Association shall directly assess condominium and subdivision associations in Venice Center for the collection of the annual maintenance assessment levied by the Venice Center Association.

5. COMMUNITY PROPERTY. Community Developer or Component Project Developers shall from time to time construct certain roadways ("private roads") to provide access to Jacaranda Boulevard, Hatchett Creek Boulevard or Center Road for property Owners and Component Project Developers within the Community.

These private roads would be limited to Declarant, Community Developer, Members, Owners and Component Project Developers in the Community and their licensees and invitees, along with all parties (including utility providers) having an interest in any easement within the Community or any Component Project, law enforcement officials, fire, rescue and emergency medical service providers. Community Developer shall construct certain recreational facilities from time to time, and all Members, Owners, Component Project Developers, Community Developer, and approved tenants of Members, shall be entitled to use the recreational facilities.

If a road is designated as a "Roadway" under the Venice Center Covenants, then its use and maintenance shall be directed by the Venice Center Association.

Community Developer may install a common system for irrigation of sod and landscaping and a streetlighting system for private roads, travelways or private access easements within the Community, which when installed (or portions thereof completed) shall be deemed Community Property.

Responsibility for operation and maintenance of the Community Property and any improvements constructed thereon shall lie with the Association. Responsibility for operation and maintenance of the surface water management system within Venice Center shall lie with Venice Center Association. Community Developer may from time to time designate lands within the Community as Community Property, with the consent of the title holder of said lands. Title to the Community Property shall be conveyed by fee simple deed from Community Developer to the Association no later than the date of the "turnover" meeting of Members of the Association as described in the Association's Articles of Incorporation.

6. COMMUNITY DEVELOPMENT PLAN. These Covenants are being drafted, executed and recorded at the commencement of development within the Community. It is anticipated by Community Developer that the Community will be developed into a number of separate Component Projects. All property to be improved and designated as Community Property shall be the responsibility of Community

Developer. Under such development plan, there would be a number of Class A Members equal to the number of homeowners or condominium associations (i.e. the Component Project Associations) formed in conjunction with the development of each of the projects (Component Projects). It is intended hereunder that each Component Project Association shall be responsible for maintenance of common property within its Component Project. Any improvements constructed upon Community Property shall be made available for the common use, benefit and enjoyment of the Members, which in turn shall make them available for all Owners within the Community.

At its option Declarant may withdraw any portion of the Community from the purview of these Covenants, provided that such property has not previously been improved, or if improved has not been designated and submitted to record as Community Property, and provided it is withdrawn with the consent of the title holder of said property. Further, at its option, Declarant may cause additional lands or property to be submitted to the provisions of these Covenants.

7. COMMUNITY PROPERTY IMPROVEMENTS. Certain improvements may be constructed by Community Developer or Component Project Developers upon the Community Property. NO WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE COMMUNITY PROPERTY OR IMPROVEMENTS CONSTRUCTED THEREON BY DECLARANT OR COMMUNITY DEVELOPER OR ANY COMPONENT PROJECT DEVELOPER SHALL BE IMPLIED.

8. COMMON EXPENSES. All costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, maintaining, improving, protecting, managing, and conserving the Community Property and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "common expenses" of the Association. Funds for the payment of the common expenses shall be collected by the Association through assessments against the Members in accordance with the provisions

of Paragraph 12. By way of illustration and not as a limitation, the common expenses shall include:

(a) costs of operation, maintenance, repair, and replacement of the Community Property;

(b) costs of management of the Association and administrative costs of the Association, including professional fees and expenses;

(c) costs of water and sewerage service, electricity, and other utilities furnished to the Community Property that are not metered separately to the Component Projects or Component Project Developers;

(d) labor, material, and supplies used in conjunction with the Community Property;

(e) damages to the Community Property in excess of insurance coverage;

(f) salary of a manager or managers and their assistants, as shall be determined by the board of directors of the Association;

(g) premium costs of all fire, windstorm, and other insurance procured by the Association pursuant to the terms hereof. This may also include costs of directors and officers insurance if the board desires at its option to obtain same.

(h) costs of real estate, personal property and other taxes assessed against Community Property from time to time;

(i) costs incurred by the Association, upon approval by the board of directors, for the installation of additions, alterations, or improvements to the Community Property, or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Members. Provided, however, that if the cost of any of such items is more than 15 percent of the total amount of the annual budget, the purchase or acquisition of such items shall first be approved by the affirmative vote of Members holding a majority of the total votes of the Association Membership;

(j) other costs as necessary to perform Association's duties hereunder.

9. INSURANCE, DESTRUCTION, AND RECONSTRUCTION. Except as otherwise provided herein, the Association, as agent for and in behalf of the Members and mortgagees of the respective Owners, shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable Community Property for the full replacement cost or insurable value thereof. The Association Board of Directors also is authorized to obtain and maintain such other types of insurance as it deems appropriate. The premium for all insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association shall have full authority as agent for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association, and institutional first mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. Each Member shall be responsible for insuring all improvements and potential liability events occurring within its own Component Project. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the Members by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Association board of directors and approved by majority vote of the Membership.

In the event of a destruction or casualty loss to any of the improvements within the Community Property or other property serving the Members, all insurance proceeds payable under the Association's policies shall be collected by the Association. If the proceeds are in excess of the total annual budget, they shall be immediately paid over by the Association to a banking corporation having trust powers selected by the Association board of directors. The proceeds shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged

improvements under the supervision and control of the Board. The insurance carrier shall not be responsible to ensure that the proceeds are paid over to the bank trustee or are properly applied as provided herein. The bank trustee shall disburse the proceeds held by it upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. Upon completion of reconstruction, any insurance proceeds shall be returned to the Association and added to the Association's general funds. In the event the proceeds are not sufficient to pay the cost of the reconstruction and the bank trustee's costs and reasonable fees, the Association shall furnish sufficient additional funds to Trustee as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any Member, but if it is determined by the board of directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of an Owner, such Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such Owner within 30 days after delivery of written notice of the assessment. In the event the insurance proceeds are less than the amount of the total annual budget, they need not be placed in trust but shall be held by the Association and applied directly by the board of directors for the above purposes.

Mortgagees and other lienholders will evidence their acceptance of and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this Paragraph 9 may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

10. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering the Community Property insuring the Association and the Members and Owners as their interests may appear in such amount as the board of directors may deem appropriate. The premiums for such insurance coverage shall

be a part of the common expenses. The board of directors shall have authority to compromise and settle all claims against the Association or claims made under insurance policies held by the Association. The Members and Owners shall have no personal liability upon any such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess members or Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Class A Member will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about its respective Component Project.

11. RESTRICTIONS UPON USE. No Owner or Class A Member or party other than a Component Project Developer shall within any Component Project undertake alterations to a building exterior, or the construction of additional improvements, or the painting of existing improvements a color other than as initially developed, without first obtaining the prior written consent of the Board. The Board at its discretion may cause to be promulgated architectural standards to control such work, and the Board may delegate its duties hereunder to an architectural review committee. No Owner or Member shall without prior consent of the Board erect any exterior lights or signs; place any signs or symbols in windows or on any balcony or exterior surface; enclose or place any awning or device upon any balcony; tint any window; erect or attach any structures or fixtures outside a unit interior; make any structural additions or alterations to the Community Property; fasten any objects to the exterior walls; or discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or area of the Community so as harmfully to affect any landscaping or plants or pollute the Venice Center or Community drainage system.

12. ASSESSMENTS. The common expenses of the Association shall be payable by annual and special assessments levied by the Board against all Members, based upon the number of assessable

shares as determined at the time of such assessment. The Board shall approve annual budgets reflecting anticipated income and common expenses for each fiscal year and thereupon shall levy an annual assessment against each Member. The annual assessment shall be collected in the manner provided in the Articles and Bylaws. The Board shall have the power to levy special assessments against the Members as prescribed in the Bylaws. Payment of any special assessment levied by the Board shall be due on a date which is not less than 60 days following written notice thereof and may be payable in such installments as the Board may specify.

(a) Assessment. Each Member shall be subject to assessment on the basis of its Assessable Share.

(b) Delinquent Assessments. Any assessment, including an assessment made pursuant to the provisions of Paragraph 9, which is not paid when due shall be subject to a late charge of 10 percent, or such other late charge as may be established by resolution of the Board, and also shall bear interest from the due date until paid at the rate of 18 percent per annum or at such other rate as may be established by resolution of the Board (up to the maximum rate allowed by law). If any assessment is payable in installments and a Member defaults in the payment of an installment, the remaining installments of such assessment may be accelerated by the Association to maturity by giving the defaulting Member 10 days notice of intent to accelerate unless all delinquent sums are paid within that time.

(c) Personal Obligation of Member. Every assessment levied by the Board shall be the personal obligation of the Member against which the assessment is levied. If any such assessment is not paid within 30 days after the same is due, then the Association may bring suit against the Member on this obligation, and there shall be added to the amount of such assessment the aforementioned late charge, interest, and all collection costs including reasonable attorneys' fees incurred by the Association in preparation for and in bringing such action, including reasonable attorneys' fees for appellate proceedings.

13. ASSOCIATION LIEN RIGHTS. To provide an additional means to enforce the collection of any assessment, the Association shall have lien rights against each Class A Member's common property and all improvements thereon, which lien may be filed in the event of non-payment of assessments against the defaulting Class A Member in the amount of the deficiency, plus costs as allowed herein. A lien may also be filed against every unit or lot within the defaulting Class A Member's Component Project, with the total of the assessment deficiency being apportioned equally on a pro rata basis to each assessable unit or lot therein.

A lien filed hereunder may be enforced by the Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien hereunder, the Association shall be entitled to recover from the Member the late charge and interest described in Paragraph 12 and all costs and reasonable attorneys' fees incurred by the Association in preparing, filing, and foreclosing the claim of lien, including reasonable attorneys' fees for appellate proceedings. All such late charges, interest, costs, and attorneys' fees shall be secured by the lien of the assessment.

14. RIGHTS OF COMMUNITY DEVELOPER. Community Developer hereby reserves the right to appoint, remove, and replace from time to time the directors of the Association in accordance with the provisions of the Association's Articles of Incorporation and Bylaws. Community Developer may terminate such right by relinquishing control of the election of the board of directors to the Members at any time. As long as a Component Project Developer has unsold units or lots within the Community, or Community Developer hold title to land within the Community not yet designated Community Property, this Declaration shall not be amended nor the provisions of this Declaration terminated without the written consent of Community Developer.

At the time of recording this Declaration, construction of all Component Projects has not been completed. Declarant reserves all

rights and easements necessary or desirable to complete such construction and to effect the sale or lease of all of the units or lots within Component Projects. As long as Declarant or a Component Project Developer holds unsold lots or units in Venice Center including the Community, Community Developer or its assigns shall have the right to exhibit such signs and sales paraphernalia on the Community Property or any Component Project as may be deemed by it to be desirable to effect such sales and may use the Community Property (including any clubhouse or recreation area or manager's office area to be constructed on Community Property) for offices, models, and other uses appropriate for the promotion of sales and for the development and management of property in Venice Center.

Community Developer reserves the Ownership of all central television antenna signal distribution wires, lines, and equipment that are installed by Community Developer within the boundaries of the Community Property (the "CATV facilities") and the right to convey the CATV facilities to, or authorize the use of the CATV facilities by, such cable television company as Community Developer may deem appropriate. If requested by the Association, the provision of basic cable television services by such company shall be through contract with the Association on behalf of the Members.

Declarant reserves the right to use the name "Waterside Village" or any similar name in connection with other condominium or subdivision developments in the Community.

15. EASEMENTS. The respective rights and obligations of the Members, Owners, the Association, Declarant, Component Project Developers, and others concerning easements affecting the Community shall include the following:

(a) Reserved by Declarant. Declarant hereby reserves for the benefit of itself, its successors and assigns, and for the benefit of all of the real property in the Community, perpetual easements, and Community Developer is hereby granted, for its benefit and that of its successors and assigns, perpetual easements, in each case for: (1) the installation, construction,

repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the Community Property; and (2) ingress and egress by pedestrians, runners, bicycles, golf carts, automobiles, commercial and other vehicles over, under, through, and across the Community Property for the purpose of obtaining access to a Component Project and properties adjacent thereto, together with the right to construct, maintain, and replace such roads, walkways, bike paths, and other improvements as may be reasonably appropriate for the use and enjoyment of such easement. Declarant may assign and convey any of the foregoing easements to such persons or entities as either may deem appropriate for the use of such persons or groups of persons as may be designated and upon such terms as may be established by Declarant.

(b) Granted to Members and Owners. Each Member and Owner is hereby granted a nonexclusive perpetual easement: (1) over and across Community Property private roads for ingress and egress to and from the Owner's property; and (2) for any encroachments by an Owner's dwelling unit on adjoining property, including Community Property, which may exist now or in the future by virtue of overhangs, foundation slab or footer underground extensions across property lines, inaccuracies in construction or settlement or movement of the dwelling unit, recreational facilities, utility lines or otherwise, which encroachments shall be allowed to remain undisturbed until they no longer exist.

(c) Granted to Utilities. There is hereby granted to all public and private utility companies furnishing utility services to the Community as of the time of recording of this Declaration, or hereafter authorized by Declarant, Community Developer or the Association to furnish such services, a perpetual nonexclusive easement for the construction, installation,

maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the Community Property as may be reasonably necessary therefor.

(d) Granted to and by the Association. There is hereby granted to the Association a perpetual nonexclusive easement across and through the common areas of each Component Project for the purpose of maintaining the Community Property. The Association shall have the right to grant easements under, over, across, and through the Community Property to such persons or entities and for such purposes as the Association board of directors may deem appropriate by recording in the Public Records of Sarasota County, Florida, an instrument duly executed by the president or vice president of the Association.

The use of any easement granted under the provisions of this paragraph shall not include the right to disturb any building or structure, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a party's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, then the roadways, grass, landscaping, and other improvements which are disturbed thereby shall be restored promptly by such party as nearly as possible to their prior condition.

16. MANAGEMENT AGREEMENT. The Association, acting through its board of directors, is authorized to enter into an agreement with any person or legal entity, including Community Developer or an affiliated company of Community Developer, to act as managing agent to handle the administrative affairs and maintenance obligations of the Association upon such terms and conditions as the board may deem to be in the best interests of the Members. The board of directors shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules and regulations, and otherwise determine matters of a nonministerial character.

17. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere

provided herein, a default by a Member, Owner, or occupant of any dwelling unit within a Component Project, in complying with the provisions and requirements of this Declaration, the Articles of Incorporation, the Bylaws, and such regulations and rules as may be promulgated by the Board, shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding in which the Association is the prevailing party, the Association shall be entitled to recover its costs and reasonable attorneys' fees, including reasonable attorneys' fees for appellate proceedings.

18. DURATION. The provisions of this Declaration shall run with and bind all of the property in the Community and shall inure to the benefit of and be enforceable by Declarant, the Association, Community Developer, Component Project Developers, and each Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (1) Members holding at least two-thirds of the total votes of the Association Membership approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records of Sarasota County.

19. AMENDMENTS. The provisions of this Declaration may be amended by affirmative vote of Members holding at least two-thirds of the total votes of the Association Membership, except that provisions relating to sharing of common expenses, rights of Declarant, Community Developer, or Component Project Developers, rights of institutional first mortgagees, and voting rights of Members may be amended only with the written consent of all persons or entities adversely affected thereby. Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the

requirements set forth herein for amendments to the provisions of this Declaration. Amendments to this Declaration of the Articles of Incorporation which would affect the surface water management system must have the prior approval of the Southwest Florida Water Management District.

As long as Declarant holds title to any property in the Community, Declarant or its assigns shall have the right and irrevocable power to amend this Declaration. Any such amendment shall be executed by Declarant, and the joinder or further consent of the Association or Members or individual Owners of units or lots or holders of recorded liens or other interests therein, including institutional first mortgagees, shall not be required.

Except for amendments by Declarant as hereinabove provided, no amendment shall be effective unless it is in writing, executed by the Association president or vice president with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration and the Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual Members or Owners of units or lots or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein.

All amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein and shall take effect immediately upon recordation in the Public Records of Sarasota County.

20. **BINDING EFFECT.** All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities; the plural number shall include the singular and the singular shall include the plural. The obligations of

Declarant or Community Developer arising under this Declaration or under any other instrument are corporate obligations and do not extend to the employees, officers, directors, and shareholders of Declarant or Community Developer or of any corporate partner of Community Developer. Such employees, officers, directors, and shareholders shall have no individual liability in any action brought, or for any claim asserted, by the Association, a Member or by any Owner in connection with the construction, development, or sale of any lot, unit, or other property or improvements in the Community.

21. **SEVERABILITY.** If any provision of this Declaration or the incorporation herein by reference of the Association's Articles of Incorporation or Bylaws, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name this 22 day of September, 1995.

Witnesses:

W. V. DEVELOPMENT NO. I, a Florida general partnership
BY: SEL W. V. DEVELOPMENT NO. 1, INC., a Florida corporation

By: [Signature]
Stephen E. Lattmann
As its President

(CORPORATE SEAL)

[Signature]
Signature of Witness
Theresa L. Rathfelder
Print Name of Witness
[Signature]
Signature of Witness
Laura A. Cunningham
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of September, 1995 by Stephen E. Lattmann as president of SEL W.V. Development No. 1, Inc., a Florida corporation, general partner of W. V. Development No. I, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.



(Notary Seal)
OFFICIAL NOTARY SEAL
LAURA A. CUNNINGHAM
MY COMM. EXP. 7-2-99
No. CC 477577

[Signature]
Signature of Notary Public
Laura A. Cunningham
Print Name of Notary Public

I am a Notary Public of the State of Florida and my commission expires on 7-2-99.

JOINDER OF ASSOCIATION

W. V. COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Declaration of Management Covenants for Waterside Village at Venice Center and hereby agrees to the provisions thereof and the obligations imposed upon the Association therein.

IN WITNESS WHEREOF, the Association has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 22 day of September, 1995.

Signed, sealed and delivered
in the presence of:

W. V. COMMUNITY ASSOCIATION, INC.

By:

Stephen E. Lattmann
As its President

Theresa L. Rathfelder
Signature of Witness

Theresa L. Rathfelder
Print Name of Witness

Laura A. Cunningham
Signature of Witness

Laura A. Cunningham
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of September, 1995 by Stephen E. Lattmann as President of W. V. Community Association, Inc., on behalf of the corporation. He is personally known to me or has produced _____ as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.



(Notary Seal)

OFFICIAL NOTARY SEAL
LAURA A. CUNNINGHAM
MY COMM. EXP. 7-2-99
No CC 477577

Laura A. Cunningham
Signature of Notary Public

Laura A. Cunningham
Print Name of Notary Public

I am a Notary Public of the
State of Florida and my
commission expires on 7-2-99.

CONSENT OF MORTGAGEE

The undersigned is the owner and holder of mortgage liens upon the premises described in the Declaration of Management Covenants for Waterside Village at Venice Center, which mortgage is recorded in Official Records Book 2655, Page 679. Public Records of Sarasota County, Florida. The undersigned hereby joins in and consents to the terms and provisions of said Declaration of Covenants.

Witnesses:

[Signature]
Signature of Witness

JOHN BURROWS
Print Name of Witness

[Signature]
Signature of Witness

S. REILLY
Print Name of Witness

SOUTHTRUST BANK OF THE SUNCOAST
By: [Signature]
Thomas S. Junker
As its Vice President

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22ND day of September, 1995, by Thomas S. Junker, as Vice President of SouthTrust Bank of the Suncoast, a national banking association. The signatory is personally known to me or has produced n/a as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
Signature of Notary Public

S. REILLY
Print Name of Notary Public

(Notary Seal)



S. REILLY
MY COMMISSION # CC386328 EXPIRES
April 28, 1998
BONDED THRU TRICY FARM INSURANCE, INC.

I am a Notary Public of the
State of Florida, and my
commission expires on 4/28/98.

LEGAL DESCRIPTION OF PARCEL "B" AT WATERSIDE VILLAGE:

Commence at the Southwest corner of the East 1/2 of Section 15, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.00°33'46"E., along the West line of said East 1/2 of Section 15, 3669.01 feet; thence leaving said West line, N.89°26'14"E., 802.54 feet for the POINT OF BEGINNING. Thence continue N.89°26'14"E., 338.73 feet to a point of intersection with the West Right-Of-Way line of Jacaranda Boulevard (a 150 foot Public Right-Of-Way), said point being on a curve and lying S.79°33'49"W. from the radius point; thence traverse along said West Right-Of-Way line by the following three courses: by a curve to the left, in a Southeasterly direction, having: a radius of 1507.39 feet, a central angle of 02°18'49", an arc length of 60.87 feet to the point of tangency of said curve; thence S.12°45'00"E., 1165.96 feet to the point of curvature of a curve to the right, having: a radius of 1357.39 feet, a central angle of 15°57'00"; thence along the arc of said curve, an arc length of 377.87 feet; thence leaving said Right-Of-Way line, N.86°48'00"W., 66.53 feet; thence S.79°00'00"W., 270.00 feet; thence N.32°17'00"W., 1204.00 feet; thence N.39°45'00"W., 302.66 feet; thence N.89°26'14"W., 139.24 feet to a point on the arc of a curve, said point lying N.58°34'29"W., from the radius point; thence traverse along the arc of said curve to the right, in a Northwesterly direction, having: a radius of 470.00 feet, a central angle of 59°08'15", an arc length of 485.11 feet to the point of tangency; thence S.89°26'14"E., a distance of 45.28 feet to the point of curvature of a curve to the left, having: a radius of 230.00 feet, a central angle of 69°22'43"; thence along the arc of said curve, an arc length of 278.501 feet to the Point Of Beginning.

Parcel contains 24.6 acres, more or less.

LEGAL DESCRIPTION PARCEL "C" AT WATERSIDE VILLAGE:

Commence at the Southwest corner of the east 1/2 of Section 15, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.00°33'46"E., along the west line of said east 1/2 of Section 15, 3291.11 feet for a POINT OF BEGINNING. Thence continue along said west line; thence N.00°33'46"E., 789.09 feet to a point on a curve lying S.00°33'45"W., from the radius point; thence traverse along the arc of said curve, to the left, in a easterly direction, having: a radius of 3779.72 feet, a central angle of 04°36'19"; an arc length of 303.81 feet to the point of reverse curvature of a curve to the right, having: a radius of 3859.72 feet, a central angle of 05°12'37"; thence along the arc of said curve, 350.99 feet to the end of said curve; thence N.88°30'00"E, 83.38 feet; thence S.01°30'00"E., 84.98 to a point on a curve, said point lying S.02°29'24"W., from the radius point; thence traverse along the arc of said curve, to the right, in a southeasterly direction, having: a radius of 30.00 feet, a central angle of 90°55'01", an arc length of 47.60 feet to the point of tangency of said curve; thence S.03°24'25"W., 249.99 feet to the point of curvature of a curve to the right, having: a radius of 170.00 feet, a central angle of 87°09'21"; thence along the arc of said curve, 258.60 feet to the point of tangency of said curve; thence N.89°26'14"W., 45.28 feet to the point of curvature of a curve to the left, having: a radius of 530.00 feet, a central angle of 62°56'28"; thence along the arc of said curve, 582.22 feet to the end of said curve; thence N.89°26'14"W., 70.01 feet to the Point Of Beginning.

Parcel contains 10.17 acres, more or less.

Date 9/26/94

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

LESS ROAD AND LA HATCHETTE CREEK BED

10.31
- HATCHETTE CREEK 1.36 AC.
8.81

LEGAL DESCRIPTION PARCEL D AT WATERSIDE VILLAGE:

Commence at the Southwest corner of the East 1/2 of Section 15, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.00°33'46"E., along the West line of said East 1/2 of Section 15, 3669.01 feet; thence leaving said West line N.89°26'14"E., 802.54 feet for the POINT OF BEGINNING. Thence continue N.89°26'14"E., 338.73 feet to the point of intersection with the Westerly Right-Of-Way line of Jacaranda Boulevard (a 150 foot Public Right-Of-Way), said point being on a curve and lying S.79°33'49"W., from the radius point; thence traverse along said Westerly Right-Of-Way line by a curve to the right, in a Northeasterly direction, having: a radius of 1507.39 feet, a central angle of 11°16'46"; thence along the arc of said curve, an arc length of 296.75 feet to the point of reverse curvature of a curve to the left, having: a radius of 30.00 feet, a central angle of 87°01'02"; thence leaving said Westerly Right-Of-Way line along the arc of said curve, an arc length of 45.56 feet to the point of tangency of said curve; thence N.86°10'27"W., 204.95 feet to the point of curvature of a curve to the left, having: a radius of 50.00 feet, a central angle of 90°25'08"; thence along the arc of said curve, an arc length of 78.91 feet to the point of tangency of said curve; thence S.03°24'25"W., 219.98 feet to the point of curvature of a curve to the right, having: a radius of 230.00 feet, a central angle of 17°46'38"; thence along the arc of said curve, an arc length of 71.36 feet to the Point Of Beginning.

Said tract contains 2.28 acres more or less.

EXHIBIT "B"
ARTICLES OF INCORPORATION

OF
W. V. COMMUNITY ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
95 JAN 27 PM 2:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be:

W. V. COMMUNITY ASSOCIATION, INC.

hereinafter in these Articles referred to as the "Association." The principal office and mailing address of the Association shall be 722 Shamrock Blvd., Venice, FL 34293.

ARTICLE II

PURPOSES

The general nature, objects, and purposes of the Association are:

A. To maintain all portions of the Community and improvements therein for which the obligation to maintain and repair has been delegated to the Association by the Declaration of Management Covenants for Waterside Village at Venice Center (the "Waterside Covenants"), which is to be recorded in the Public Records of Sarasota County, Florida. Terms used in these Articles shall have the same meaning as set forth in the Waterside Covenants. The Community Developer under the terms of the Waterside Covenants is W. V. Development No. I, a Florida general partnership.

B. To promote the health, safety and social welfare of Owners and Members located within the Community.

•• OFFICIAL RECORDS ••
BOOK 2778 PAGE 2839

C. To represent all of the Members of the Association at meetings of Venice Center Owners Association, Inc., a Florida corporation not for profit ("Venice Center Association"), organized to manage and administer the use of certain areas set aside for the common use and benefit of all owners in the Venice Center planned unit development. At the discretion of the Board, the Component Project Associations may be designated to appoint their own representatives to Venice Center Association.

D. To carry out all of the duties and obligations assigned to it as a neighborhood property owners association under the terms of the Waterside Covenants and the "Venice Center Declaration of Waterside Covenants, Conditions and Restrictions" (the "Venice Center Covenants").

E. To operate without profit and for the sole and exclusive benefit of its Members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida, including but not limited to the maintenance of Community Property and surface water management devices or systems serving the Community.

B. To establish a budget and to fix assessments to be levied against all Members which are subject to assessment pursuant to the Waterside Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association.

Association shall be authorized but not required to maintain reasonable reserves for Association expenditures, and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Member subject to assessment, as authorized by the Waterside Covenants, for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Waterside Covenants.

J. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV

MEMBERS

The Members of this Association shall consist of all Component Project Associations, as Class A Members, and Waterside Development No. 1, a Florida general partnership, as the Class B Member.

The interest of a Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the lot which is the basis of his Membership in the Association.

The Secretary of the Association shall maintain a list of the Members of the Association.

ARTICLE V

ASSESSMENT AND VOTING

Each Class A Member shall be subject to assessment according to its Assessable Share. "Assessable Share" shall mean and refer to the total assessment to be levied from time to time by Association against each Component Project. The Assessable Share for each Component Project may vary from time to time until complete buildout of the dwelling units within each Component Project. The Assessable Share shall be equal to the total number of completed units within each Component Project. Completion shall be determined as follows:

(1) As to units within a condominium, completion shall be determined and evidenced by a surveyor's Certificate of Substantial Completion and the issuance of a Temporary Certificate of Occupancy by Sarasota County;

(2) As to dwelling units within a platted subdivision with a development scheme of a combination of a lot and house offered by the developer, completion shall be evidenced by the issuance of a Certificate of Occupancy for the house by Sarasota County; and

(3) As to lots within a platted subdivision where the scheme of development does not contemplate the construction of dwelling units by the developer, completion shall be evidenced by

the recording of the subdivision plat in the Public Records of Sarasota County.

In order to determine the Assessable Share for each Component Project, the total assessment levied by the Association will be divided by the total number of completed units within the Community and such amount shall then be multiplied by the number of completed units within the Component Project. The Assessable Share of Community Developer as Class B Member shall equal one completed unit.

Each Class A Member shall be entitled to a number of votes equal to the number of completed units within that Member's respective Component Project.

The Class B Member shall be subject to an Assessable share equal to the equivalent of one completed unit. At its option, Class B Member may guarantee the budget for a given year and for that period be excused from assessment.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three or more than nine Directors. The Directors need not be Members of the Association or Owners of property within the Community or residents of the State of Florida.

B. All Directors shall be appointed by and shall serve at the pleasure of Community Developer until the annual meeting of Members in the year 1997. Commencing with such annual meeting and continuing thereafter until the "turnover" meeting of Members, Community Developer shall have the right to appoint a majority of the Board of Directors. Commencing with the "turnover" meeting, all Directors shall be elected by the Members. As used herein, the "turnover" meeting shall mean the first annual or special meeting of Members following the date on which owners other than Component

Project Developers own at least 95% of the housing units proposed for development in the Community or, if earlier, the date on which Community Developer relinquishes its right to appoint a majority of the Board of Directors.

C. All Directors who are not subject to appointment by Declarant shall be elected by the Members. Elections shall be by plurality vote.

D. Except as hereinafter provided, the term of each elected Director shall expire upon the election of his successor at the next succeeding annual meeting of Members. Commencing with the first annual meeting that either follows or constitutes the "turnover" meeting, all Directors elected by the Members shall be elected on a staggered two-year-term basis. Accordingly, at such meeting, the one-half of the elected Directors receiving the highest number of votes, and, in addition, if there are an odd number of Directors elected, the Director receiving the next highest number of votes, shall serve two-year terms, and the other elected Directors shall serve one-year terms. At each annual meeting of Members thereafter, Directors shall be elected for two-year terms to fill the vacancies of those Directors whose terms are then expiring. In the event additional Directors are elected at an annual meeting to fill new directorships created by expansion of the Board, such Directors shall be elected, in the manner set forth above, for one- or two-year terms as may be appropriate to make even, or as nearly as even as possible, the number of Directors serving one- and two-year terms. Each elected Director shall serve until his respective successor has been duly elected and qualified, or until his earlier resignation, removal, or death.

E. Any elected Director may be removed from office with or without cause by majority vote of the Members, but not otherwise. Any appointed Director may be removed and replaced with or without cause by Community Developer, in Community Developer's sole discretion.

F. The names and addresses of the persons constituting the first Board of Directors are as follows:

Mr. Philip J. Palmer	722 Shamrock Blvd. Venice, FL 34293
Mr. Stephen E. Lattmann	722 Shamrock Blvd. Venice, FL 34293
Mr. Richard Brady	315 Pine Glen Way Englewood, FL 34223

ARTICLE VII

OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the Membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

President	-	Stephen E. Lattmann
Vice President,	-	Philip J. Palmer
Secretary/Treasurer		

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

ARTICLE X

AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by the affirmative vote of the holders of more than one-half of the total votes of the Association Membership. No amendment, however, altering the number of votes attributable to any Member pursuant to Article V hereof shall be effective without the prior written consent of such Member. Moreover, no amendment affecting the rights of Community Developer shall be effective without the prior written consent of Community Developer.

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 722 Shamrock Blvd., Venice, FL 34293 and the registered agent at such address shall be Philip J. Palmer. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII

BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment of its Members in accordance with the provisions of the Waterside Covenants, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against all lots subject to assessment, which budget shall be conclusive and binding upon all

persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

ARTICLE XIII

SUBSCRIBERS

The names and street address of the subscriber of these Articles is as follows:

Philip J. Palmer - 722 Shamrock Boulevard
Venice, FL 34293

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

ARTICLE XV

DISSOLUTION OF THE ASSOCIATION

A. Upon expiration of the term of the Waterside Covenants, the Association may be dissolved upon a resolution to that effect being approved by the holders of 80% of the total votes of the Association Membership, and upon compliance with any applicable laws then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) The surface water management system and any other property determined by the Board of Directors of the Association to

be appropriate for dedication to any applicable municipal or other governmental authority shall be dedicated to such authority provided the authority is willing to accept the dedication. Further provided, that the surface water management system may be dedicated instead to Association or Venice Center Association.

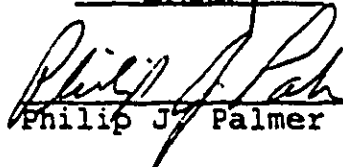
(2) Except as may be otherwise provided by the terms of the Waterside Covenants, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Members pro rata to the number of votes attributable to such Members pursuant to Article V hereof, and the share of each shall be distributed to the Members accordingly.

ARTICLE XVI

BINDING EFFECT

The provisions hereof shall bind and inure to the benefit of the Members and Declarant and their respective successors and assigns.

IN WITNESS WHEREOF, the above-named subscriber has hereunto set his hand and seal this 12th day of January 1995.

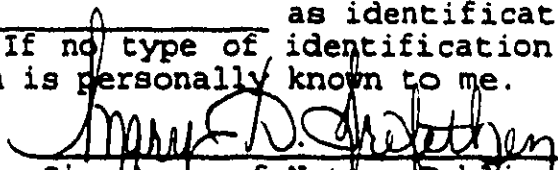

Philip J. Palmer

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 12th day of January, 1995 by PHILIP J. PALMER, who is personally known to me or who has produced _____ as identification and who did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.



(Notary Seal)


Signature of Notary Public
Mary D. Trefethen
Print Name of Notary Public
I am a Notary Public of the
State of Florida, and my
commission expires on 7-19-98.

ACCEPTED BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.


PHILIP J. PALMER

WMS:jh-04803

EXHIBIT "C"
BYLAWS
OF
W. V. COMMUNITY ASSOCIATION, INC.

.. OFFICIAL RECORDS ..
BOOK 2778 PAGE 2849

W. V. Community Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Association," does hereby adopt the following as its Bylaws:

ARTICLE I

IDENTITY AND DEFINITIONS

The Association has been organized for the purpose of promoting the health, safety, and welfare of Members and Owners within Waterside Village at Venice Center Community, located within Venice Center, a planned unit development, Sarasota County, Florida, and performing all duties assigned to it under the provisions of the "Declaration of Management Covenants for Waterside Village at Venice Center ("Waterside Covenants") and the "Venice Center Declaration of Covenants, Conditions and Restrictions" (the "Venice Center Covenants"). The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions and authorizations contained in the Waterside Covenants.

All words and terms used herein which are defined in the Waterside Covenants shall be used herein with the same meanings as defined in those instruments.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 722 Shamrock Blvd., Venice, FL 34293, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP, VOTING, QUORUM AND PROXIES

1. The qualification of Members, the manner of their admission to Membership and termination of such Membership, and voting by the Members shall be as set forth in Article IV and Article V of the Association's Articles of Incorporation.

2. A quorum at any meeting of the Association's Members shall consist of persons entitled to cast votes representing at least one-third of the total votes of the Association as determined in the manner set forth in Article V of the Association's Articles of Incorporation.

3. Votes may be cast in person, by proxy, or by written ballot. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

4. The number of votes to which any Member is entitled at any meeting of Members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than 60 days or less than 10 days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of Members, the record date for such meeting shall be the date of the notice of such meeting. The determination of the number of votes to which any Member is entitled as of the record date shall be final, and no conveyance or acquisition of any interest arising after such record date shall be taken into consideration in determining the number of votes to which such Member is entitled at such meeting.

5. Except where otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the Waterside Covenants, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half of the total votes of the Association Membership represented at any duly called Members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all Members.

6. The Association shall be entitled to give all notices required to be given to the Members of the Association by these Bylaws, the Articles of Incorporation, the Waterside Covenants to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified

in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE IV

ANNUAL AND SPECIAL MEETINGS OF MEMBERS

1. An annual meeting of the Membership of the Association shall be held each year during December or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

2. Special meetings of the Members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from Members of the Association whose votes represent more than one-tenth of the total votes of the Association.

3. Notice of all Members' meetings, annual or special, shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed, shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than 14 days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the Member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the Member at his post office address as the same appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of notice to such Member.

4. If any Members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the Membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws, or the Waterside Covenants, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. At meetings of the Membership, the President, or in his absence the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

ARTICLE V

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of three Directors. The number of Directors may be changed from time to time by resolution of the Board but may never be less than three. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation, removal, or other termination of services of any Director shall be filled by the Board of Directors, except that W. V. Development No. I, a Florida general partnership ("Community Developer"), its successors and assigns, to the exclusion of other Members and the Board itself, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any Director appointed by Community Developer. A Director appointed to fill a vacancy, whether by the Board or Community Developer, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected or appointed and qualified.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

(a) To call meetings of the Members.

(b) To appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer, or Director of the Association in any capacity whatsoever.

(c) To establish, levy, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish such uniform rules and regulations governing and restricting the use and maintenance of the Community Property and improvements thereon and other property owned by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to assure the enjoyment thereof by the Members.

(e) To make payment of all ad valorem, personal property and other taxes assessed against Community Property, both real and personal.

(f) To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.

(g) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association (except as may be expressly reserved to the Members) by the Waterside Covenants or by the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents, and employees of the Association and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each Member for each fiscal year in accordance with the provisions of the Waterside Covenants, the Articles of Incorporation, and these Bylaws; and

(2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member;

(3) To send written notice of each assessment to every Member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) To make payment of all ad valorem taxes assessed against the Community Property, both real and personal.

(f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance, and other operating expenses.

(g) To enforce by appropriate legal means the provisions of the Waterside Covenants, the Articles of Incorporation, and these Bylaws.

ARTICLE VII

MEETINGS OF DIRECTORS

1. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of Members.

2. Regular meetings of the Board of Directors shall be held at such time and place as is provided by appropriate resolution of the Board of Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally or by mail, telephone, or telegram, at least three days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived.

5. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors not present signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents, or approvals shall be filed with the corporate minutes.

ARTICLE VIII

OFFICERS

1. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a Member of the Board of Directors.

2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified or until his earlier death, resignation, or removal.

3. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all leases, mortgages, deeds, and all other written instruments affecting the Association Property.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall maintain a roster of the names of all Members of the Association, together with their addresses as registered by such Members.

8. The Treasurer shall receive and deposit in appropriate institutional accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a Member.

9. The salaries, if any, of the officers of the Association shall be set by the Board of Directors.

ARTICLE IX

FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in the Waterside Covenants and the Articles of Incorporation, shall be supplemented by the following provisions:

1. The fiscal year of the Association shall be the calendar year.

2. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each Member subject to assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Notice of the annual assessment levied against each Member, together with a copy of the budget as adopted by the Board of Directors, shall be transmitted to each Member on or before December 15 of the year prior to the fiscal year for which the budget is made. The annual assessment shall be payable in quarterly installments on the first day of the first, fourth, seventh, and tenth months of the fiscal year.

4. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

5. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers agent or

agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

7. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any person handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

ARTICLE X

OFFICIAL SEAL

The Association shall have an official seal, which shall be circular in form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE XI

BOOKS AND RECORDS

The books, records, and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association Members during regular business hours.

ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended, or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors. No amendment affecting Community Developer shall be effective without the written consent of Community Developer.

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