

THIS INSTRUMENT PREPARED BY:  
Robert L. Moore, Esq.  
P.O. Box 1767  
Venice, FL 34284-1767



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2012111485 2 PGS  
2012 AUG 29 11:18 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

CORPORATE RESOLUTION

The following Resolution was adopted by the Board of Directors of the Venice Acres

Improvement Association, Inc., at its duly noticed meeting on the 16<sup>th</sup> day of \_\_\_\_\_  
August, 2012.

Whereas, a Certificate of Restatement of The Declaration of Restrictions of Venice Acres, Unit I and Venice Acres, Unit II, together with the Articles of Incorporation and Bylaws of the Venice Acres Improvement Association, Inc. (Certificate), were recorded in Official Records Instrument #2011096918, of the public records of Sarasota County, Florida; and

Whereas, the Certificate shows on its face the Restatement of the documents described herein were adopted by an affirmative vote of not less than a majority of the Board of Directors; and

Whereas, the Declarations of Restrictions for Venice Acres, Unit I and Venice Acres, Unit II, require approval of 75% of the lot owners who are members of the Venice Acres Improvement Association, which approval was not secured; and

Whereas, to amend the Articles of Incorporation and Bylaws of the Venice Acres Improvement Association, Inc., requires the approval of 2/3rds of the persons attending the meeting of the Association, which approval was not secured.

THEREFORE, this Resolution is being recorded to put on notice all persons that the Certificate recorded in Official Records Instrument #2011096918, of the public records of Sarasota County, Florida, was recorded in error and the Restated Declarations of

1/ K...PKy

Restrictions for Venice Acres, Unit I and Venice Acres, Unit II, and the Restated Articles of Incorporation and Bylaws for Venice Acres Improvement Association, Inc., are void and of no effect.

VENICE ACRES IMPROVEMENT ASSOCIATION, INC.

Attested to:

By: *Pamela Grant*  
Secretary

By: *[Signature]*  
President

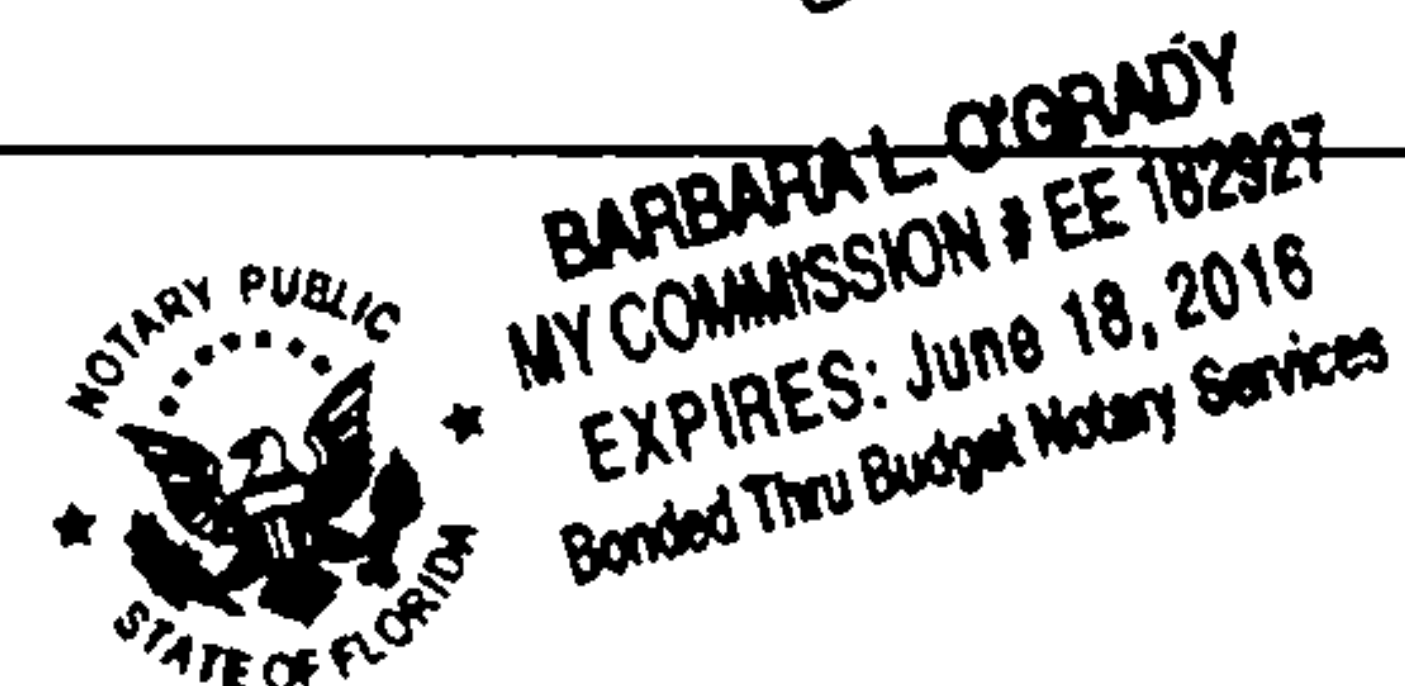
STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Sam Prost, as President and Pamela Grant, as Secretary, of VENICE ACRES IMPROVEMENT ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Corporate Resolution on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Corporate Resolution and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 16<sup>th</sup> day of August, 2012.

Barbara L. O'Grady  
Printed Name of Notary:  
*[Signature]*  
Notary Public  
Commission # \_\_\_\_\_

My Commission Expires:





RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2011096918 25 PGS  
2011 AUG 22 09:01 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
HJAMES Receipt#1416694

Prepared by and return to:  
Kevin T. Wells, Esq.  
The Law Offices of Kevin T. Wells, P.A.  
1800 Second Street, Suite 803  
Sarasota, Florida 34236  
(941) 366-9191 (Telephone)  
(941) 366-9292 (Facsimile)

**CERTIFICATE OF RESTATEMENT**

**DECLARATIONS OF RESTRICTIONS  
OF  
VENICE ACRES, UNIT I  
AND  
VENICE ACRES, UNIT II**

**ARTICLES OF INCORPORATION  
BYLAWS  
VENICE ACRES IMPROVEMENT ASSOCIATION, INC.**

We hereby certify that the attached restated Declaration of Restrictions of **VENICE ACRES, UNIT I** (the original Declaration of which is recorded at Official Records Book 1166, Page 2165 et seq. of the Public Records of Sarasota County, Florida), the attached restated Declaration of Restrictions of **VENICE ACRES, UNIT II** (the original Declaration of which is recorded at Official Records Book 1278, Page 573 et seq. of the Public Records of Sarasota County, Florida) and the restated Articles of Incorporation and Bylaws of **VENICE ACRES IMPROVEMENT ASSOCIATION, INC.** (herein, the "Association") were duly adopted at the July 28, 2011 meeting of the Board of Directors of the Association by the affirmative vote of not less than a majority of the directors. The attached Restated Declaration of Restrictions, Restated Articles of Incorporation and Restated Bylaws supersede the original Declarations of Restrictions, Articles of Incorporation, Bylaws and all amendments thereto. The Restated Declarations of Restrictions, Restated Articles of Incorporation or Restated Bylaws do not include any new amendments.

DATED this 28 day of July, 2011.

Signed, sealed and  
delivered in the presence of :

**VENICE ACRES IMPROVEMENT  
ASSOCIATION, INC.**

Sign: [Signature]

By: [Signature]  
Ralph Huschle, President

Print: [Signature]

Sign \_\_\_\_\_

Print: \_\_\_\_\_

Sign: *Joseph Brewer*

Print: JOSEPH BREWER

Sign: *Donna Brewer*

Print: Donna Brewer

ATTEST:

By: *Connie Saluter*  
Connie Saluter, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day of July, 2011, by Ralph Huschle as President of Venice Acres Improvement Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: *Pamela Grant*

Print: Pamela Grant

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day of July, 2011, by Connie Saluter as Secretary of Venice Acres Improvement Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

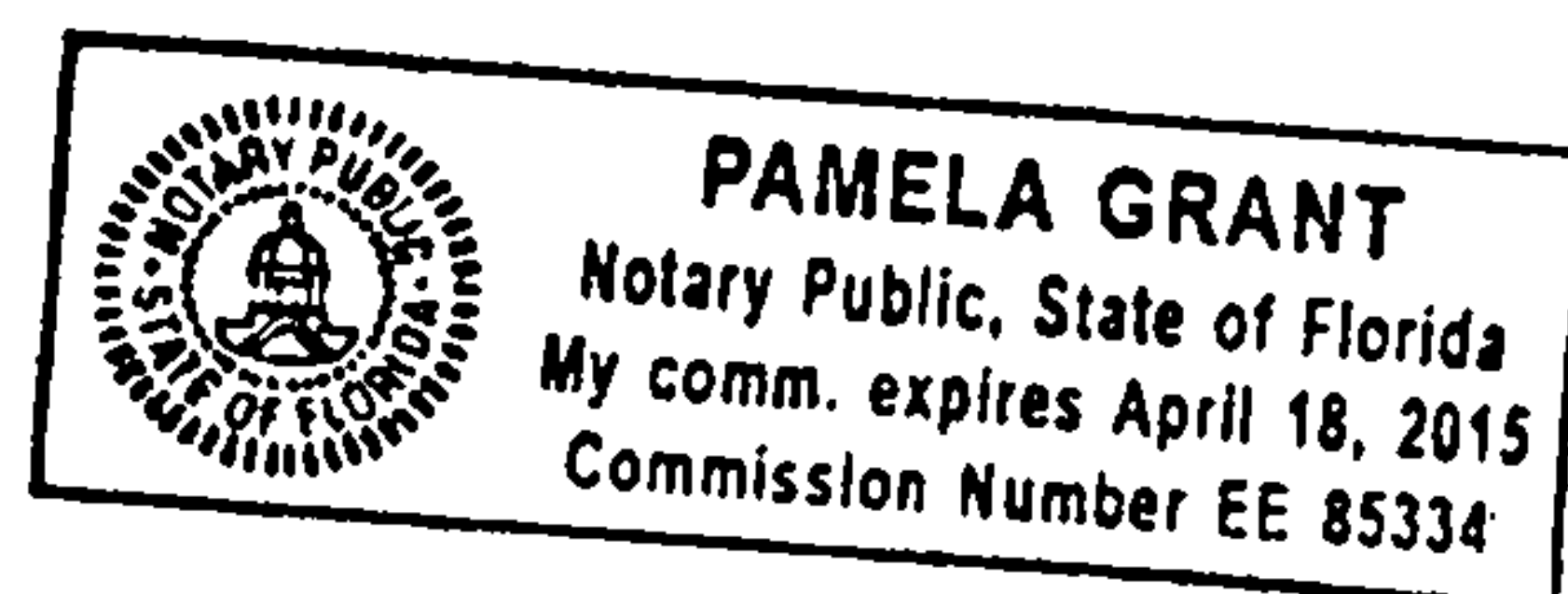
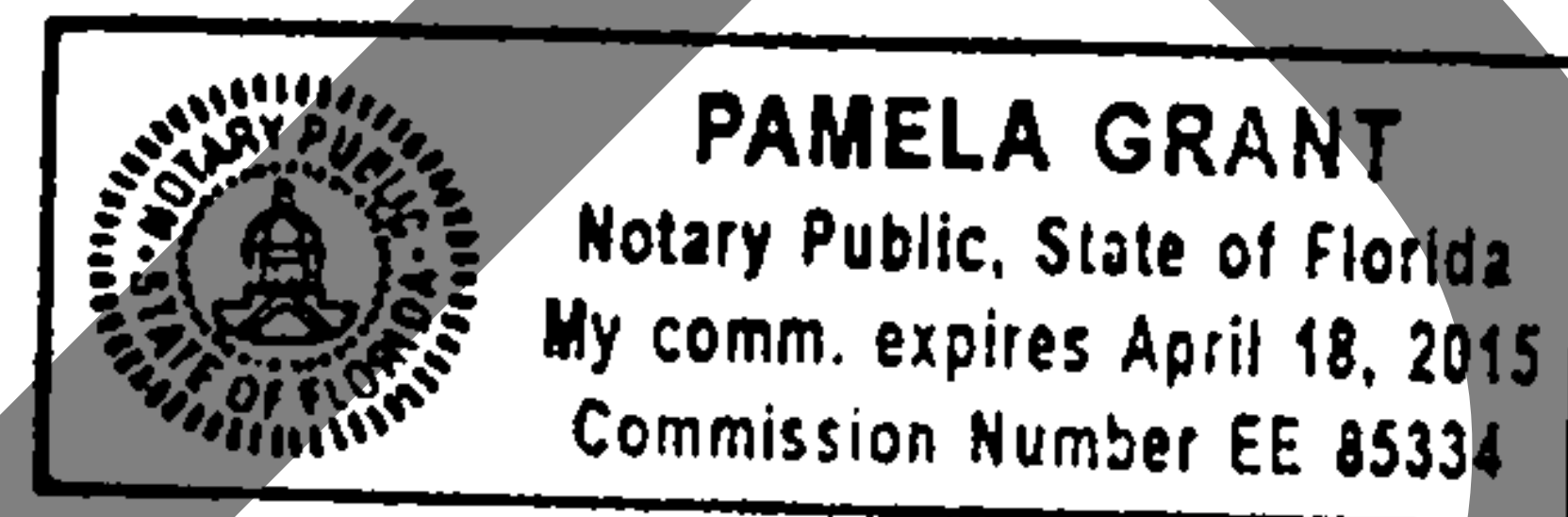
NOTARY PUBLIC

Sign: *Pamela Grant*

Print: Pamela Grant

State of Florida at Large (Seal)

My Commission expires:



**RESTATED**  
**DECLARATION OF RESTRICTIONS**  
**VENICE ACRES, UNIT I**

**KNOW ALL MEN BY THESE PRESENTS** that Milton S. Pratt, being the sole owner of the following described real estate located in Sarasota County, Florida, being more particularly described, to wit:

VENICE ACRES, UNIT I, according to the plat thereof recorded in Plat Book 24, Pages 10-10A, of the Public Records of Sarasota County, Florida.

Makes the following Declaration of Restrictions covering the above described real property, specifying that this Declaration shall constitute a Covenant running with the land.

1. All owners of lots shall maintain membership in good standing in Venice Acres Improvement Association.
2. No lot shall be used for any purpose other than as a single family residence except as otherwise specified herein. Lots 1 and 5 may be designated as Tennis Club and Recreational Activities at option of Developer.
3. All residences shall have a floor area of not less than 2000 square feet, inclusive of porches, carports and garages, as total footage under a single roof. In addition to the residence, unattached stables, garages or carports or servants' quarters shall be permitted. All structures shall meet existing codes of Sarasota County and shall be of new material.
4. No construction of any structure shall be commenced until the plans and specifications therefore shall have been submitted to the Developer or Architectural Committee of the Improvement Association for approval and said approval has been given in writing. Approval or disapproval shall be granted promptly and failure of Developer or Association to notify the applicant of a decision within ten (10) days shall be deemed approval in writing.
5. Subject to County approval, no temporary dwellings shall be allowed for any period exceeding 90 days during construction of a permanent home. Said dwellings may not be visible from the street or streets fronting the lot.
6. No animals other than horses, ponies, dogs, cats and other household pets shall be raised, bred or kept on any lot. No commercial activity shall be permitted in respect of any animals. Only two horses per lot are allowed, excepting any lots that may be designated as stable area.
7. No activities shall be permitted and no conditions shall be created or allowed to exist which shall constitute a nuisance to the other residents of the subdivision.

8. Easements as shown on the plat along the front, rear and side lot lines are reserved for the purpose of accommodating surface drainage and underground or overhead utilities.

9. Bridle path easements are reserved as indicated on the recorded subdivision plat, as well as over the entire width of all private streets for the benefit of property owners in Venice Acres Subdivision, pursuant to rules and regulations promulgated from time to time by the Association.

10. All streets and roads designated on the recorded subdivision plat as such are specifically reserved for the use of the property owners, their guests and invitees, of all units in Venice Acres Subdivision, whether presently or subsequently platted.

11. Developer reserves the right to control the affairs and operations of the Venice Acres Improvement Association until seventy-five percent (75%) of all lots in Unit I of Venice Acres Subdivision (whether presently or subsequently platted) are sold. At such time, legal ownership of streets, bridle paths and any other lands not specifically platted as lots shall be passed to the Association.

12. Sewage shall be discharged only into a properly designed septic tank or private sewage or package treatment plant conforming strictly with the rules of such matters. If a franchised or public sewage system shall become available, each lot owner at his expense shall connect thereto within thirty (30) days of availability and discharge all sewage into such system and use of septic tanks or private sewage systems shall terminate forthwith.

13. Violation or breach of any condition, restriction or covenant herein contained shall give any owner of a lot or lots in the subdivision, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said restrictions, conditions or covenants, and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then owner or owners of the subject property; provided such proceedings result in a finding that such owner was in violation of said restrictions. Expenses of litigation shall include reasonable attorney's fees. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

14. The Developer hereby expressly reserves, for his benefit and the benefit of his heirs and assigns, and his agents and guests and invitees, non-exclusive easements of right of way over all private roads and streets designated on said plat for the purpose of ingress and egress.

15. These restrictions may be changed or amended, after the provisions of Paragraph 11, herein have been satisfied, by an affirmative vote of seventy five percent (75%) of the lot owners who at that time must be members of the Venice Acres Improvement Association.

**RESTATED**  
**DECLARATION OF RESTRICTIONS**  
**VENICE ACRES, UNIT II**

**KNOW ALL MEN BY THESE PRESENTS:** That whereas the undersigned are the owners of property in VENICE ACRES, Unit 2, located in Sarasota County, Florida, and more particularly described on Schedule "A" attached hereto, and

**WHEREAS,** the undersigned as sole owners of said property desire to adopt, place and impose certain conditions and restrictions on all of the lots in the aforesaid subdivision prior to the sale and development of said property.

**NOW THEREFORE,** for good and valuable consideration, the undersigned does hereby covenant and agree, for itself and its successors and assigns that the following Declaration of Restrictions shall constitute a covenant running with the land hereabove described:

1. **RESIDENTIAL USE.** No lot shall be used for any purpose other than as a site for a single family residence, with the exception that Lots 1 and 5 of Unit 1 have been designated and approved for Tennis and Recreational activities.

2. **FLOOR AREA.** All residences shall have a floor area of not less than 2200 square feet, inclusive of porches, carports, garages and utility rooms as total footage under a single roof. In addition to the residence unattached stables, garages or carports or servants quarters may be permitted, but shall not be included in determining minimum square footage.

3. **APPROVAL OF PLANS.** No building or other structure shall be erected, placed or altered upon any lot until the plans and specifications therefor have been approved in writing by the Developer or the Architectural Committee of the Improvement Association. Approval or disapproval shall be granted promptly and the failure of the Developer or the Association to notify the applicant of its decision within ten (10) days after such plans and specifications have been submitted shall be deemed approval. Developer, its successors and assigns, or their duly appointed agents, shall be granted access to any construction in progress for purposes of inspection. Developer, its successors and assigns, shall not be liable in damages to any one submitting plans for approval or to any owner of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any such plans.

4. **TEMPORARY STRUCTURES.** No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot except in connection with and during actual construction of a one-family residence or addition thereto, such temporary structure shall not remain on such lot for a period exceeding fifteen (15) days after completion of construction and shall be subject to

approval of any governmental agency having jurisdiction thereof. No temporary structure shall be used as a dwelling at any time.

5. ANIMALS. No animals other than horses, ponies, dogs, cats and other household pets shall be raised, bred or kept on any lot. No commercial activity shall be permitted with respect to any animals. Only two horses per lot are allowed, excepting any lots that may be designated by Developer as a stable area. Each owner having animals under authorization of this paragraph is responsible for cleanliness and neatness of his premises so as to avoid any nuisance, odors or unsightly outbuildings which might be considered offensive to his neighbors or to the public.

6. WALLS AND FENCES. Walls, hedges, fences or any other enclosure shall only be installed upon prior approval of the Developer or the architectural committee of the owners' Association.

7. SET-BACK. No structure shall be constructed or maintained nearer than thirty-five (35) feet from the front lot line nor nearer than twenty (20) feet from a side or rear lot line. On any corner lot the set-backs shall be thirty-five (35) feet from each side facing a street.

8. UNSIGHTLY OBJECTS. No vehicles used for commercial purposes shall be permanently parked on any lot, driveway or open carport. Any owner, owning or using a commercial vehicle must garage said vehicle in an enclosed garage. All garbage, or trash containers, oil tanks and bottled gas tanks on all residence lots must be underground or placed in enclosed areas so that they shall not be visible from the adjoining properties. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises herein described. In the event that the owner of any lot or lots shall fail or refuse to keep the premises free of weeds, underbrush or refuse piles, then the Developer, its successors or assigns may enter upon said lot or lots and remove such refuse or mow or cut such weeds or underbrush and charge the owner for such services and such entry on the part of the Developer, its successors or assigns, shall not be deemed a trespass. Clothes lines must be located within screened areas. Outside enclosed drying areas must be screened by planting or ventilated structures.

9. NUISANCES. Nothing shall be done, no activities shall be permitted, and no conditions shall be created or allowed to exist with respect to any lot which shall constitute a nuisance or annoyance to the other residents of this subdivision. Any question as to whether a particular condition or activity constitutes a nuisance shall be submitted to the Developer, its successors or assigns, for a decision in writing and such decision shall be binding upon all parties.

10. EASEMENTS. Developer hereby reserves an easement five feet (5') in width along the front, rear and one side of each lot for underground and overhead utilities, surface drainage and for all other purposes consistent with good practice for the development of the property. Where more than one lot is used as a building site, the outside boundaries of said site shall carry said easements. Developer also expressly



reserves for itself and its successors and assigns, and Developer's invitees and guests, a non-exclusive easement over all private roads and street in all sections of VENICE ACRES for the purpose of ingress and egress.

11. BRIDLE PATH EASEMENTS. Bridle path easements are reserved as indicated on the recorded subdivision plat, as well as over the entire width of all private streets for the benefit of property owners in VENICE ACRES SUBDIVISION, pursuant to rules and regulations promulgated from time to time by the Association.

12. USE AND MAINTENANCE OF STREETS. All streets and roads designated as such on the recorded subdivision plat of VENICE ACRES are specifically reserved for the use of the owners of platted lots, their invitees and guests. The cost of maintaining such private roads, right of way easements, bridle paths, drainage easements and other areas not within the platted lots will be borne by the Developer until such time as control of the Association is turned over to the property owners, after which time the cost of maintaining such roads and other areas will be borne by the property owners in all sections or units of VENICE ACRES, each lot bearing its equal share thereof.

13. TRANSFER OF CONTROL. Developer reserves the right to control the affairs and operations of the Improvement Association for Unit II of VENICE ACRES SUBDIVISION until such time as 85% of the lots in said units have been deeded by the Developer. At such time, this association shall be merged with the association for Unit I providing a majority of the members of both associations vote to approve such merger. If either one fails to make such approval, the two associations will operate independently. Legal ownership of streets, bridle paths and any other lands not specifically platted as lots shall be deeded to the association wherein the lots are located.

14. MOTORCYCLES, ETC. Motorcycles, bush bikes, mopeds and similar type of vehicles may not be operated on any street, bridle path or easement for purposes of recreation or amusement; such vehicles may use the streets and roads only for normal transportation to and from the owner's property. Unlicensed vehicles may not be operated within VENICE ACRES except by express permit of the Association and such permission may be withdrawn if a particular vehicle is found to be a nuisance to the neighborhood and to other users of such streets, paths or easements.

15. UTILITIES. Sewage shall be discharged only into a properly authorized and designed septic tank or private sewage or package treatment plant conforming strictly to governmental regulations. If a public or franchised sewage and/or water system shall become available, each lot owner shall promptly connect into such system within thirty (30) days after it is available, at such owner's cost and expense, and thereafter shall discharge all sewage into such system, and shall immediately terminate the use of any private septic tank or sewage plant. Private water wells may be maintained at the owner's discretion. All outside electric power lines within the perimeter of any lot shall be located underground.

16. NO RE-SUBDIVISION. No lot or group of lots herein described shall be re-subdivided, except, however, an owner of several adjoining lots may sell part of one lot to the owner of the adjoining lot, but by so doing the remaining part of the lot will then become part of said owner's next adjoining lot and the balance will have to be sold as one tract.

17. REMEDIES FOR VIOLATIONS. Violation or breach of any condition, restriction, or covenant herein contained shall give any lot owner and/or the Association in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions, or covenants, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then owner or owners of the subject property, provided such proceeding results in a finding that such owner was in violation of said restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by such owner and/or the Association in seeking such enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

18. MODIFICATION. Any of the provisions hereof may be changed or amended and further restrictions adopted or eliminated, by an affirmative vote or consent in writing, or any combination thereof of a majority of the members of the VENICE ACRES Improvement Association.

19. MEMBERSHIP AND DUES. All owners of lots shall be obliged to maintain membership in good standing in Venice Acres Improvement Association, and shall be entitled to one (1) vote for each lot owned. A membership fee of \$10.00 for each lot owned in this subdivision shall be paid by the owner thereof on or before January 1 of each year commencing January 1, 1979 to defray administration and other costs of operating the Association. Said membership dues shall be subject to modification from time to time by the Association.

864553

CERTIFICATE OF SUBDIVISION AND DEDICATION

# VENICE ACRES, UNIT 2

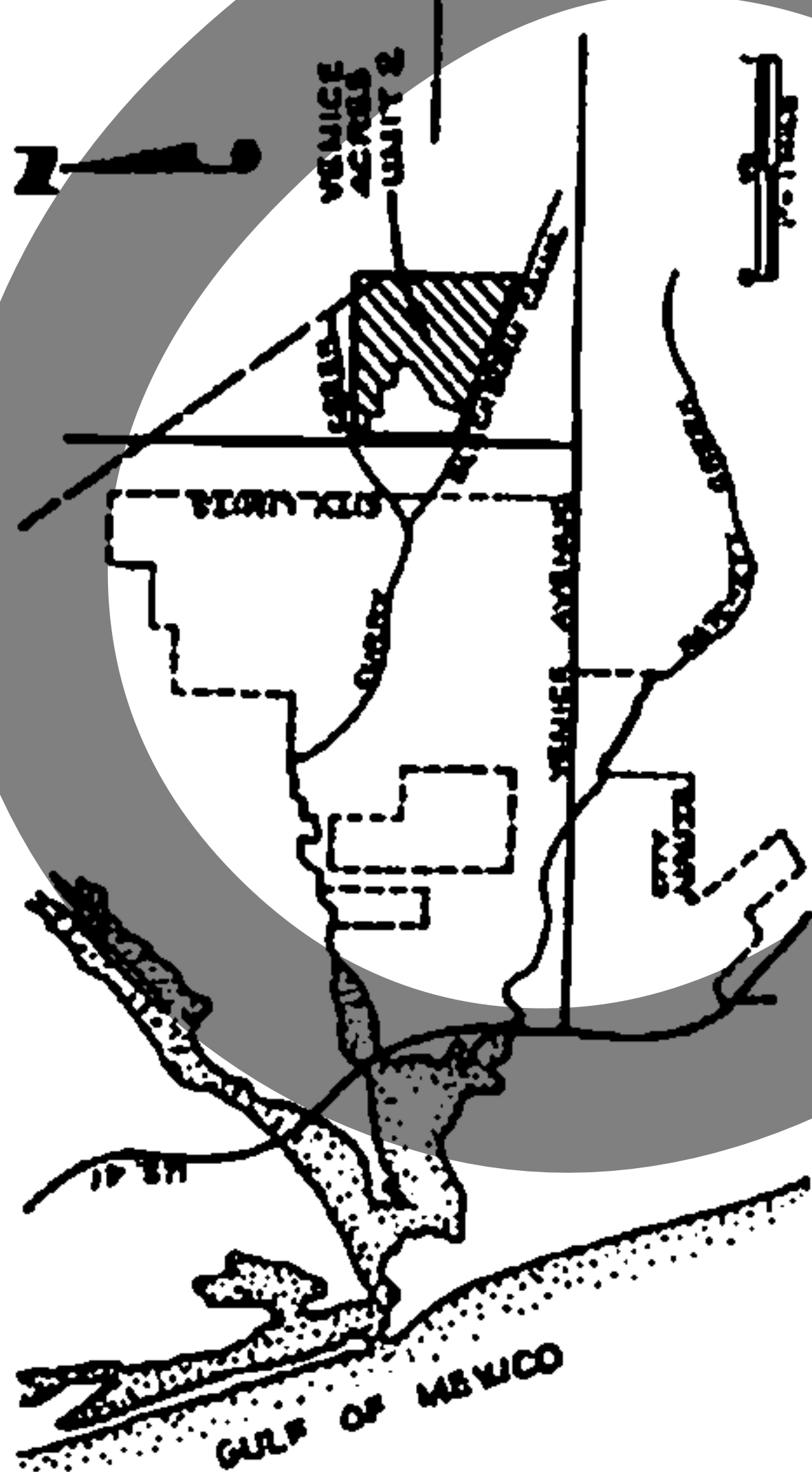
## A SUBDIVISION

IN SEC. 3 & 10, TWP. 39S., RGE. 19E.

SARASOTA COUNTY, FLORIDA

### DESCRIPTION

Commence at a 1/2 inch capped iron pipe at the northeast corner of Section 10, Township 39 South, Range 19 East, Sarasota County, Florida; thence S-40°-31'-10" W along the North line of said Parcel 10 a distance of 1299.25 feet to a POINT OF BEGINNING, said point being on the westerly line of a Florida Power and Light Co. easement recorded in S.E. Book 484, Page 1107 through 1118 of the Public Records of Sarasota County, Florida; thence S-40°-31'-10" W along the westerly line of said easement a distance of 232.25 feet to the center line of an existing drainage canal; thence S-47°-50'-45" W along said center line of a drainage canal a distance of 283.85 feet to the southeast corner of Lot 15 of Venice Acres, Unit 1 recorded in Plat Book 25, Pages 10 and 11 of the aforementioned Public Records; thence following 10 calls are along the boundary of said Venice Acres, Unit 1 a distance of 231.31 feet; thence S-29°-30'-31" E a distance of 721.00 feet; thence S-30°-19'-25" E a distance of 111.07 feet; thence S-31°-29'-19" W a distance of 174.00 feet; thence S-42°-40'-41" E a distance of 49.63 feet; thence S-21°-29'-19" W a distance of 184.00 feet; thence S-69°-48'-07" W a distance of 315.18 feet to a point on a curve of which the radius point lies S-69°-48'-07" E a radial distance of 168.59 feet; thence northwesterly along the arc through a central angle of 9°-28'-11" a distance of 60.08 feet; thence S-45°-35'-30" E a distance of 239.67 feet to a 1/2 inch capped iron pipe, also being the northwesterly corner of Lot 255 of North Venice Farm Subdivision recorded in Plat Book 2, Page 255 of the aforementioned Public Records; thence S-29°-30'-31" E along the easterly line of said Lot 255 a distance of 428.70 feet to a point on the Northwesterly right-of-way line of Kennedy Drive as shown on said North Venice Farm Subdivision; thence S-29°-30'-31" E a distance of 68.00 feet to a point on the Northwesterly right-of-way line of said Kennedy Drive; thence S-29°-30'-31" E along the Northwesterly right-of-way line of said Kennedy Drive a distance of 28.61 feet to the Northwesterly corner of Lot 250 of said North Venice Farm Subdivision; thence S-29°-18'-25" E along the easterly line of said Lot 250 a distance of 629.85 feet to the Northwesterly corner of Lot 248 of said North Venice Farm Subdivision; thence S-29°-18'-25" E along the easterly line of Lot 248 a distance of 213.25 feet to the Northwesterly right-of-way line of 1-75 as recorded in S.E. Book 1127, Page 231-232 of the aforementioned Public Records; thence S-45°-45'-42" E along the Northwesterly right-of-way line of said 1-75 a distance of 254.76 feet to a point on the westerly line of the aforementioned Florida Power and Light Company easement; thence S-29°-18'-25" E along the westerly line of said easement a distance of 1791.88 feet to the POINT OF BEGINNING, containing 206.7 acres, more or less.



LOCATION MAP

### LET LINE EASEMENTS

Unless otherwise indicated herein, easements of 10 feet in width along each front, side and rear lot lines are hereby created and provided for the purpose of accommodating overhead, surface and underground utilities and drainage; there is area greater than set out as a building site, the entire boundary of said site shall be subject to the lot line easements.

### CERTIFICATE OF APPROVAL BY COUNTY CLERK

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

### CERTIFICATE OF SURVEY

I, the undersigned Registered Land Surveyor, hereby certify that this plat is a true representation of the land described and shown, to the best of my knowledge and belief, and that permanent reference monuments have been placed as required by the Sarasota County Ordinance Regulations and the Statutes of the State of Florida thereto applicable.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
E. S. Leach, Jr., Clerk of the Circuit Court  
SARASOTA COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
E. S. Leach, Jr., Clerk of the Circuit Court  
SARASOTA COUNTY, FLORIDA

CERTIFICATE OF SUBDIVISION AND DEDICATION

VENICE ACRES, UNIT 2  
A SUBDIVISION  
IN SEC. 3 & 10, TWP. 39S., RGE. 19E.  
SARASOTA COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.

STATE OF FLORIDA  
COUNTY OF SARASOTA, FLA.  
I, E. S. Leach, Jr., Clerk of the Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it conforms to all the requirements of the Statutes of Florida relating to subdivisions and that this plat has been filed for record in the Public Records of Sarasota County, Florida, in accordance with the provisions of the Statutes of Florida.





VEHICLE CONTROL DISTRICT  
SARASOTA COUNTY, FLA

VEHICLE CONTROL DISTRICT  
SARASOTA COUNTY, FLA

VEHICLE CONTROL DISTRICT  
SARASOTA COUNTY, FLA

VEHICLE CONTROL DISTRICT  
SARASOTA COUNTY, FLA

NO.	DELTA	RADIUS	ARC	CHORD	CH. BEARING	NO.	DELTA	RADIUS	ARC	CHORD	CH. BEARING
1.	12°-00'-00"	100.00	15.71	15.71	S-89°-00'-00"-E	71.	78°-15'-00"	60.00	62.91	78.78	S-89°-00'-00"-E
2.	18°-00'-00"	100.00	24.32	24.32	S-70°-00'-00"-E	72.	81°-31'-00"	60.00	64.36	81.23	S-70°-00'-00"-E
3.	24°-00'-00"	100.00	35.96	35.96	S-43°-00'-00"-E	73.	85°-00'-00"	60.00	69.17	85.00	S-43°-00'-00"-E
4.	30°-00'-00"	100.00	50.00	50.00	S-15°-00'-00"-E	74.	88°-30'-00"	60.00	75.00	88.14	S-15°-00'-00"-E
5.	36°-00'-00"	100.00	65.96	65.96	S-07°-00'-00"-E	75.	90°-00'-00"	60.00	81.84	90.00	S-07°-00'-00"-E
6.	42°-00'-00"	100.00	82.91	82.91	S-00°-00'-00"-E	76.	91°-31'-00"	60.00	89.63	91.87	S-00°-00'-00"-E
7.	48°-00'-00"	100.00	100.00	100.00	S-00°-00'-00"-E	77.	93°-00'-00"	60.00	98.49	93.88	S-00°-00'-00"-E
8.	54°-00'-00"	100.00	117.18	117.18	S-00°-00'-00"-E	78.	94°-30'-00"	60.00	107.91	95.54	S-00°-00'-00"-E
9.	60°-00'-00"	100.00	134.36	134.36	S-00°-00'-00"-E	79.	96°-00'-00"	60.00	117.91	104.24	S-00°-00'-00"-E
10.	66°-00'-00"	100.00	151.54	151.54	S-00°-00'-00"-E	80.	97°-30'-00"	60.00	128.49	113.14	S-00°-00'-00"-E
11.	72°-00'-00"	100.00	168.72	168.72	S-00°-00'-00"-E	81.	99°-00'-00"	60.00	139.68	122.00	S-00°-00'-00"-E
12.	78°-00'-00"	100.00	185.90	185.90	S-00°-00'-00"-E	82.	100°-30'-00"	60.00	151.47	131.38	S-00°-00'-00"-E
13.	84°-00'-00"	100.00	203.08	203.08	S-00°-00'-00"-E	83.	102°-00'-00"	60.00	163.86	141.74	S-00°-00'-00"-E
14.	90°-00'-00"	100.00	220.26	220.26	S-00°-00'-00"-E	84.	103°-30'-00"	60.00	176.85	152.64	S-00°-00'-00"-E
15.	96°-00'-00"	100.00	237.44	237.44	S-00°-00'-00"-E	85.	105°-00'-00"	60.00	190.44	164.08	S-00°-00'-00"-E
16.	102°-00'-00"	100.00	254.62	254.62	S-00°-00'-00"-E	86.	106°-30'-00"	60.00	204.63	176.08	S-00°-00'-00"-E
17.	108°-00'-00"	100.00	271.80	271.80	S-00°-00'-00"-E	87.	108°-00'-00"	60.00	219.32	188.80	S-00°-00'-00"-E
18.	114°-00'-00"	100.00	289.08	289.08	S-00°-00'-00"-E	88.	109°-30'-00"	60.00	234.51	202.68	S-00°-00'-00"-E
19.	120°-00'-00"	100.00	306.36	306.36	S-00°-00'-00"-E	89.	111°-00'-00"	60.00	250.20	217.76	S-00°-00'-00"-E
20.	126°-00'-00"	100.00	323.64	323.64	S-00°-00'-00"-E	90.	112°-30'-00"	60.00	266.49	234.12	S-00°-00'-00"-E
21.	132°-00'-00"	100.00	340.92	340.92	S-00°-00'-00"-E	91.	114°-00'-00"	60.00	283.38	251.84	S-00°-00'-00"-E
22.	138°-00'-00"	100.00	358.20	358.20	S-00°-00'-00"-E	92.	115°-30'-00"	60.00	300.87	270.92	S-00°-00'-00"-E
23.	144°-00'-00"	100.00	375.48	375.48	S-00°-00'-00"-E	93.	117°-00'-00"	60.00	319.06	291.36	S-00°-00'-00"-E
24.	150°-00'-00"	100.00	392.76	392.76	S-00°-00'-00"-E	94.	118°-30'-00"	60.00	337.95	313.16	S-00°-00'-00"-E
25.	156°-00'-00"	100.00	410.04	410.04	S-00°-00'-00"-E	95.	120°-00'-00"	60.00	357.54	336.32	S-00°-00'-00"-E
26.	162°-00'-00"	100.00	427.32	427.32	S-00°-00'-00"-E	96.	121°-30'-00"	60.00	377.83	361.16	S-00°-00'-00"-E
27.	168°-00'-00"	100.00	444.60	444.60	S-00°-00'-00"-E	97.	123°-00'-00"	60.00	398.82	387.56	S-00°-00'-00"-E
28.	174°-00'-00"	100.00	461.88	461.88	S-00°-00'-00"-E	98.	124°-30'-00"	60.00	420.51	415.56	S-00°-00'-00"-E
29.	180°-00'-00"	100.00	479.16	479.16	S-00°-00'-00"-E	99.	126°-00'-00"	60.00	442.90	445.12	S-00°-00'-00"-E
30.	186°-00'-00"	100.00	496.44	496.44	S-00°-00'-00"-E	100.	127°-30'-00"	60.00	466.09	476.24	S-00°-00'-00"-E
31.	192°-00'-00"	100.00	513.72	513.72	S-00°-00'-00"-E	101.	129°-00'-00"	60.00	490.08	508.92	S-00°-00'-00"-E
32.	198°-00'-00"	100.00	531.00	531.00	S-00°-00'-00"-E	102.	130°-30'-00"	60.00	514.87	544.16	S-00°-00'-00"-E
33.	204°-00'-00"	100.00	548.28	548.28	S-00°-00'-00"-E	103.	132°-00'-00"	60.00	540.56	581.92	S-00°-00'-00"-E
34.	210°-00'-00"	100.00	565.56	565.56	S-00°-00'-00"-E	104.	133°-30'-00"	60.00	567.15	621.24	S-00°-00'-00"-E
35.	216°-00'-00"	100.00	582.84	582.84	S-00°-00'-00"-E	105.	135°-00'-00"	60.00	594.64	663.04	S-00°-00'-00"-E
36.	222°-00'-00"	100.00	600.12	600.12	S-00°-00'-00"-E	106.	136°-30'-00"	60.00	622.93	707.44	S-00°-00'-00"-E
37.	228°-00'-00"	100.00	617.40	617.40	S-00°-00'-00"-E	107.	138°-00'-00"	60.00	652.12	754.44	S-00°-00'-00"-E
38.	234°-00'-00"	100.00	634.68	634.68	S-00°-00'-00"-E	108.	139°-30'-00"	60.00	682.21	804.04	S-00°-00'-00"-E
39.	240°-00'-00"	100.00	651.96	651.96	S-00°-00'-00"-E	109.	141°-00'-00"	60.00	713.20	856.24	S-00°-00'-00"-E
40.	246°-00'-00"	100.00	669.24	669.24	S-00°-00'-00"-E	110.	142°-30'-00"	60.00	745.19	911.04	S-00°-00'-00"-E
41.	252°-00'-00"	100.00	686.52	686.52	S-00°-00'-00"-E	111.	144°-00'-00"	60.00	778.18	968.44	S-00°-00'-00"-E
42.	258°-00'-00"	100.00	703.80	703.80	S-00°-00'-00"-E	112.	145°-30'-00"	60.00	812.17	1028.32	S-00°-00'-00"-E
43.	264°-00'-00"	100.00	721.08	721.08	S-00°-00'-00"-E	113.	147°-00'-00"	60.00	847.16	1090.72	S-00°-00'-00"-E
44.	270°-00'-00"	100.00	738.36	738.36	S-00°-00'-00"-E	114.	148°-30'-00"	60.00	883.15	1155.72	S-00°-00'-00"-E
45.	276°-00'-00"	100.00	755.64	755.64	S-00°-00'-00"-E	115.	150°-00'-00"	60.00	920.14	1224.32	S-00°-00'-00"-E
46.	282°-00'-00"	100.00	772.92	772.92	S-00°-00'-00"-E	116.	151°-30'-00"	60.00	958.13	1296.52	S-00°-00'-00"-E
47.	288°-00'-00"	100.00	790.20	790.20	S-00°-00'-00"-E	117.	153°-00'-00"	60.00	1007.12	1372.32	S-00°-00'-00"-E
48.	294°-00'-00"	100.00	807.48	807.48	S-00°-00'-00"-E	118.	154°-30'-00"	60.00	1067.11	1451.72	S-00°-00'-00"-E
49.	300°-00'-00"	100.00	824.76	824.76	S-00°-00'-00"-E	119.	156°-00'-00"	60.00	1129.10	1534.72	S-00°-00'-00"-E
50.	306°-00'-00"	100.00	842.04	842.04	S-00°-00'-00"-E	120.	157°-30'-00"	60.00	1193.09	1621.32	S-00°-00'-00"-E
51.	312°-00'-00"	100.00	859.32	859.32	S-00°-00'-00"-E	121.	159°-00'-00"	60.00	1259.08	1711.52	S-00°-00'-00"-E
52.	318°-00'-00"	100.00	876.60	876.60	S-00°-00'-00"-E	122.	160°-30'-00"	60.00	1327.07	1805.12	S-00°-00'-00"-E
53.	324°-00'-00"	100.00	893.88	893.88	S-00°-00'-00"-E	123.	162°-00'-00"	60.00	1397.06	1902.32	S-00°-00'-00"-E
54.	330°-00'-00"	100.00	911.16	911.16	S-00°-00'-00"-E	124.	163°-30'-00"	60.00	1469.05	2003.12	S-00°-00'-00"-E
55.	336°-00'-00"	100.00	928.44	928.44	S-00°-00'-00"-E	125.	165°-00'-00"	60.00	1543.04	2107.52	S-00°-00'-00"-E
56.	342°-00'-00"	100.00	945.72	945.72	S-00°-00'-00"-E	126.	166°-30'-00"	60.00	1619.03	2215.52	S-00°-00'-00"-E
57.	348°-00'-00"	100.00	963.00	963.00	S-00°-00'-00"-E	127.	168°-00'-00"	60.00	1697.02	2327.12	S-00°-00'-00"-E
58.	354°-00'-00"	100.00	980.28	980.28	S-00°-00'-00"-E	128.	169°-30'-00"	60.00	1777.01	2442.32	S-00°-00'-00"-E
59.	360°-00'-00"	100.00	997.56	997.56	S-00°-00'-00"-E	129.	171°-00'-00"	60.00	1859.00	2561.12	S-00°-00'-00"-E
60.	366°-00'-00"	100.00	1014.84	1014.84	S-00°-00'-00"-E	130.	172°-30'-00"	60.00	1943.09	2683.52	S-00°-00'-00"-E
61.	372°-00'-00"	100.00	1032.12	1032.12	S-00°-00'-00"-E	131.	174°-00'-00"	60.00	2029.08	2819.52	S-00°-00'-00"-E
62.	378°-00'-00"	100.00	1049.40	1049.40	S-00°-00'-00"-E	132.	175°-30'-00"	60.00	2117.07	2969.92	S-00°-00'-00"-E
63.	384°-00'-00"	100.00	1066.68	1066.68	S-00°-00'-00"-E	133.	177°-00'-00"	60.00	2207.06	3134.72	S-00°-00'-00"-E
64.	390°-00'-00"	100.00	1083.96	1083.96	S-00°-00'-00"-E	134.	178°-30'-00"	60.00	2299.05	3314.12	S-00°-00'-00"-E
65.	396°-00'-00"	100.00	1101.24	1101.24	S-00°-00'-00"-E	135.	180°-00'-00"	60.00	2393.04	3508.12	S-00°-00'-00"-E
66.	402°-00'-00"	100.00	1118.52	1118.52	S-00°-00'-00"-E	136.	181°-30'-00"	60.00	2489.03	3716.72	S-00°-00'-00"-E
67.	408°-00'-00"	100.00	1135.80	1135.80	S-00°-00'-00"-E	137.	183°-00'-00"	60.00	2587.02	3940.12	S-00°-00'-00"-E
68.	414°-00'-00"	100.00	1153.08	1153.08	S-00°-00'-00"-E	138.	184°-30'-00"	60.00	2687.01	4179.52	S-00°-00'-00"-E
69.	420°-00'-00"	100.00	1170.36	1170.36	S-00°-00'-00"-E	139.	186°-00'-00"	60.00	2789.00	4434.92	S-00°-00'-00"-E
70.	426°-00'-00"	100.00	1187.64	1187.64	S-00°-00'-00"-E	140.	187°-30'-00"	60.00	2893.09	4707.32	S-00°-00'-00"-E

SMALLY, WELLFORD & MALVEN, INC.  
CONSULTING ENGINEERS AND SURVEYORS  
SARASOTA, FLORIDA

**RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**VENICE ACRES IMPROVEMENT ASSOCIATION, INC.**

**ARTICLE I**  
**NAME**

The name of the corporation (hereinafter called the "ASSOCIATION") is VENICE ACRES IMPROVEMENT ASSOCIATION, INC.

**ARTICLE II**  
**PURPOSES AND GENERAL POWERS**

Section 1. The ASSOCIATION does not contemplate pecuniary gain or profit to the members thereof, and the primary purposes for which it is formed are to provide for maintenance and preservation of the subdivision known as VENICE ACRES and to promote the health, safety and welfare of the residents within the said subdivision.

Section 2. In furtherance of said purposes, this ASSOCIATION shall have power to:

- (a) hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.
- (b) promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- (c) delegate power or powers where such is deemed in the interest of the Association.
- (d) purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
- (e) fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures.
- (f) charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

(g) pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(h) control, maintain and repair private streets and roads, bridle paths, preservation areas, recreation areas and facilities, lakes, waterways and drainage facilities and other usable open spaces for which the obligation to maintain and repair has been delegated and accepted.

(i) borrow money and, from time to time, to make, accept, enforce, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon any assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

(j) dedicate, sell or transfer all of or any part of its property to any public agency, authority, or utility for such purposes and subject to such condition as may be agreed to by members.

(k) enter into any written agreements with any persons, firms or corporations and/or any political subdivision of the State of Florida for the maintenance of any properties the maintenance of which is an obligation of the Association alone or shared with others.

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

### **ARTICLE III** **MEMBERS**

The members of the ASSOCIATION shall consist of the record owner, whether one or more persons or entities, of the fee simple title to any residential lot or tract, within VENCE ACRES subdivision.

### **ARTICLE IV** **VOTING**

The owner of each lot shall be entitled to one vote for each such lot. When more than one person or entity has a fee simple interest in any lot, all such persons or entities 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 such lot.



**ARTICLE V**  
**DURATION**

This corporation shall exist perpetually.

**ARTICLE VI**  
**DISTRIBUTION OF ASSETS UPON DISSOLUTION**

No person, firm or corporation shall ever receive any dividends or profits from the undertaking of this corporation and upon dissolution of this organization all of its assets remaining after payment of all costs and expenses of such dissolution and provision for creditors shall be distributed to organizations which have qualified for exemption under Section 501(c)(3) of the Internal Revenue Code, or to the Federal government, or to a State or local government, for a public purpose, and none of the assets will be distributed to any member, officer or trustee of this corporation.

**ARTICLE VII**  
**THE SUBSCRIBERS**

The name and address of each subscriber is:

**NAME**

**ADDRESS**

Leon E. Schweickert

1279 Thoreau Circle  
Venice, Florida 33595

Gary R. Wright

2417 Hermitage Boulevard  
Venice, Florida 33595

Larry L. Goode

2410 Hermitage Boulevard  
Venice, Florida 33595

**ARTICLE VIII**  
**OFFICERS**

Section 1. The officers of the corporation shall be a president, a vice president, a secretary and a treasurer, and such other officers as may be provided in the by-laws, from time to time.

Section 2. The names of the persons who are to serve as officers of the corporation until the first meeting of the Board of Directors are:

**OFFICE**

**NAME**

President

Leon E. Schweickert

Vice President

Gary R. Wright

Secretary

Larry L. Goode

Treasurer

Larry L. Goode

Section 3. The officers shall be elected at the annual meeting of the Board of Directors or as provided in the by-laws.

### **ARTICLE IX** **BOARD OF DIRECTORS**

Section 1. The business affairs of this corporation shall be managed by the Board of Directors. This corporation shall have three (3) directors initially. The number of directors may be increased from time to time, by the by-laws, but shall never be less than three.

Section 2. The Board of Directors need not be members of the corporation.

Section 3. Members of the Board of Directors shall be elected and hold office in accordance with the by-laws.

Section 4. The names and addresses of the persons who are to serve as directors for the ensuing year, or until the first annual meeting of the corporation are: Those same persons named as officers in Article VIII, Section 2, hereof.

### **ARTICLE X** **BY-LAWS**

Section 1. The Board of Directors of this corporation may provide such by-laws for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time.

Section 2. Upon proper notice the by-laws may be amended, altered or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting or at any special meeting called for that purpose.

### **ARTICLE XI** **AMENDMENTS**

Section 1. These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose by a two-thirds vote of those present.

Section 2. Amendments may also be made at a regular meeting of the membership upon notice given, as provided by the by-laws, of intention to submit such amendments.

**ARTICLE XII**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. The ASSOCIATION hereby indemnifies any director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the ASSOCIATION to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or officer of the ASSOCIATION, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the ASSOCIATION, against, judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable believe that such action was in the best interest of the ASSOCIATION, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the ASSOCIATION or that he had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the ASSOCIATION to procure a judgment in its favor by reason of his being or having been a Director or officer of the ASSOCIATION, or by reason of his being or having been a Director, officer or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the ASSOCIATION, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with an appeal therein, if such person acted in good faith in the reasonable believe that such action was in the best interest of the ASSOCIATION. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the ASSOCIATION unless and only to the extent that the Court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the ASSOCIATION, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was

unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

**ARTICLE XIII**  
**TRANSACTION IN WHICH DIRECTORS  
OR OFFICERS ARE INTERESTED**

Section 1. No contract or transaction between the ASSOCIATION and one or more of its Directors or officers, or between the ASSOCIATION and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the ASSOCIATION shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determination of the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**ARTICLE XIV**  
**DESIGNATION OF RESIDENT AGENT**

In accordance with Section 48.091, Florida Statutes, ISPHORDING, PAYNE & MUIRHEAD, P.A. is hereby designated as the Resident Agent for service of process within the State of Florida, at 333 West Miami Avenue, Venice, Florida 33595.

**RESTATED**  
**BYLAWS**  
**VENICE ACRES IMPROVEMENT ASSOCIATION, INC.**

**ARTICLE I**  
**PURPOSE**

The ASSOCIATION does not contemplate pecuniary gain or profit to the members thereof, and the primary purposes for which it is formed are to provide for maintenance and preservation of the subdivision known as VENICE ACRES and to promote health, safety, welfare, and tranquility of the residents within the said subdivision. These by-laws are also to clarify and help define the Articles of incorporation and Deed Restrictions of VENICE ACRES.

**ARTICLE II**  
**DEFINITIONS**

Any reference to ASSOCIATION or CORPORATION refers to Venice Acres Improvement Association, Inc.

**ARTICLE III**  
**OFFICE**

The principle office of this CORPORATION in the state of Florida shall be located in VENICE ACRES in the City of Venice, County of Sarasota. The mailing address shall be 2817 Hermitage Blvd., Venice, Florida.

**ARTICLE IV**  
**MEMBERSHIP**

The members of the CORPORATION shall consist of record owner, whether one or more persons or entities, of the fee simple title to any lot or tract within VENICE ACRES subdivision.

**ARTICLE V**  
**MEMBERSHIP ASSESSMENTS**

1. Annual Assessments. The CORPORATION shall have the right to levy an annual assessment against all Lots in VENICE ACRES UNIT 1 and UNIT 2 in such amounts as may be deemed appropriate by the CORPORATION'S Board of Directors for the general management and operation of the CORPORATION and for general purposes and objectives of the CORPORATION as set forth herein and in its Articles of Incorporation and Bylaws. The annual assessment shall also include the cost of public liability and property damage insurance covering the Limited Private Roads and insuring the CORPORATION and the Lot Owners as it and their interests appear, in such amounts and providing such coverages as the Board of Directors of the CORPORATION may determine from time to time.

2. **Special Assessments.** The CORPORATION shall also have the right to levy special assessments from time to time against all Lots in VENICE ACRES UNIT 1 and UNIT 2 together with a majority vote of the membership present in person or by proxy at a members' meeting, in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the CORPORATION'S reserves are insufficient to cover expenditures for capital improvements or replacements.

3. **Assessments Levied Pro Rata.** All assessments levied by the CORPORATION, whether annual or special, shall be on the basis of one (1) share per Lot so that each owner of a Lot shall bear an equal pro rata share of the expenses of the CORPORATION.

4. **Reduction of Pro Rata Share.** Those lot owners who access their property by using Kennedy Drive or Auburn Road shall pay a reduced annual assessment reflecting no assessment for maintenance, repair and replacement of the roads in VENICE ACRES UNIT 1 and UNIT 2.

5. **Payment of Assessments.** Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of the annual assessment, shall be as set forth in the Articles of Incorporation and Bylaws for the CORPORATION. The annual assessment must be passed by a majority of the members present in person or by proxy. Payment of any special assessment levied by the CORPORATION Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum or the highest rate allowed by law.

6. **Personal Obligation of Property Owner.** Every assessment shall be the personal obligation of the owner of the Lot in VENICE ACRES UNIT 1 and UNIT 2 against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the CORPORATION may bring suit against the owner on such owner's personal obligation and there shall be added to the amount of such assessment and aforementioned late charge and interest and all costs incurred by the CORPORATION including reasonable attorneys' fees, paralegal, legal assistant and similar fees (including those incurred for appellate proceedings) in preparation for and in bringing such action.

## **ARTICLE VI MEETINGS OF MEMBERS**

**Section One: Annual Meeting** - An annual meeting of members shall be held in November of each year at such date and time as selected by the Board of Directors. Appropriate for consideration at such meetings shall be the election of officers and directors, and such other corporate business as may come before the meetings.

Section Two: Special Meeting - Special meetings of members may be called by the President of Board of Directors.

Section Three: Place of Meeting - The Board of Directors may designate any place considered convenient for any annual, semi-annual or special meeting. Place, day, and hour of any meeting of members shall be delivered personally or by mail, to each member entitled to vote at such meeting, not less than ten nor more than thirty days prior to the date of such meeting, by or at the direction of the president, secretary, or such officers calling the meeting. In case of special meetings, or when required by these by-laws or by law, the purpose or purposes for which the meeting is called shall be stated in the notice. If sent by mail, a notice of meeting shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed to the member at his address as it appears on the records of the CORPORATION at the time of mailing.

## ARTICLE VII VOTING

Section One: Eligibility - The owner of each lot shall be entitled to one vote for each such lot. When more than one person or entity has a fee simple interest in any lot, all such persons or entities 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 such lot.

Section Two: Proxies - Proxies shall be permissible if executed in writing by the absent voter or his duly authorized attorney-in fact. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Homeowners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the articles of incorporation or bylaws or for any matter that requires or permits a vote of the homeowners. No proxy shall be valid for more than ninety (90) days after the date of the first meeting for which it was given.

Section Three: By Mail - voting by mail will only be allowed when 75% of the ASSOCIATION is necessary for passage in a vote. When Mail Voting is used, it must be received by the date of the meeting to be counted in said vote.

## ARTICLE VIII OFFICERS

Section One: Positions - The officers of the CORPORATION shall be a president, a vice president, a secretary, and a treasurer.

Section Two: Election - The officers shall be elected at the annual meeting of the CORPORATION and their term shall run from the date elected until the next annual membership meeting. Officers must be members of the ASSOCIATION.

Section Three: - Vacancies - A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section Four: President - The President shall be the principal executive officer of the CORPORATION and shall in general, supervise and control all of the business and affairs of the CORPORATION. He shall preside at all meetings of the members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by The Board of Directors or by statute to some other officer or agent of the CORPORATION; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by The Board of Directors from time to time.

Section Five: Vice President - In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

Section Six: Treasurer - If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine and the Treasurer will be reimbursed for the cost of said bond. He shall have charge and custody of and be responsible for all funds and securities of the CORPORATION; receive and give receipts for monies due and payable to the CORPORATION from any source whatsoever, and deposit all such monies in the name of the CORPORATION in such banks, trust companies or other Articles of Incorporation [sic]; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors. All checks for amounts more than \$500.00 will be cosigned by the Treasurer and President.

Section Seven: Secretary - The Secretary shall keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or Articles of Incorporation or as required by law; be custodian of the corporate records and of the Seal of the Corporation and see that the Seal of the Corporation is affixed to all documents, the execution of which on behalf of the CORPORATION under its Seal is duly authorized in accordance with the provisions of Article of Incorporation; keep a register of the post office address of each member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.



## ARTICLE IX BOARD OF DIRECTORS

Section One: The business affairs of this CORPORATION shall be managed by the Board of Directors. The Board of Directors shall be comprised of not less than seven nor more than eleven Board members, and shall be eleven members until changed by a properly adopted membership resolution.

Section Two: The Directors need not be members of the CORPORATION.

Section Three: Eleven directors will be elected at the annual membership meeting to be held in November, 1996. The six persons receiving the largest number of votes shall serve two year terms commencing on the date of their election and terminating at the annual meeting to be held in November of 1998. The five persons who are elected to the Board at that meeting who receive the least number of votes will serve one year terms commencing upon the date of election, and terminating at the annual membership meeting to be held in November of 1997. At each annual membership meeting commencing in November of 1997 and thereafter, all directors shall be elected for two year terms commencing on the date of their election and terminating at the annual membership meeting held two years after their election, unless they are sooner removed, or resign, as otherwise provided in these Bylaws, and under applicable law.

Section Four: The Board of Directors shall meet at least once per month. These meetings will be arranged by the President and be open to all members. At Board meetings, the President may use Robert's Rule of Order.

Section Five: The Board of Directors shall have the right to pay taxes, and other charges, if any, on or against property owned or accepted by the ASSOCIATION; maintain and repair private streets and roads, bridle paths, preservation areas, recreation areas and facilities, lakes, waterways and drainage facilities and other usable open spaces for which the obligation to maintain and repair has been delegated and accepted; charge recipients for services rendered by the and the user for the use of property; hold funds solely and exclusively for the benefit of the members for purposes set in the Articles of Incorporation; and set meetings, agendas, suggest changes or improvements for The Board of Directors [sic] also have the right to pay normal operating expenses such as printing, postage, insurance fees, etc. for costs beyond limits stated in these Bylaws approval by a majority of members present in person or by proxy at a members' meeting is required prior to the expenditure.

Section Five A: The President or Vice President shall have the authority to spend up to \$100.00 in any (1) one month without prior Board approval. Any such actions shall be reported to the entire Board at the next scheduled Board meeting for review.

Section Five B: Additional total expenses above those already approved by the general membership in a specific project budget shall not exceed 15% or \$1,000.00. whichever is less, without further notification and approval by the general membership.

Section Five C: The Board of Directors shall solicit at least three sealed competitive bids on any proposed expenses exceeding \$500.00 in cost. Each bid shall specify the total cost in writing of the item in question and will be opened at a regular board meeting.

Section Six: The ASSOCIATION shall carry adequate insurance to protect all officers and directors as stated in Article XII of the Articles of Incorporation.

Section Seven: Resignation of Board Members – Any Board member shall be deemed to have resigned from office after three unexcused absences from regularly scheduled Board meetings. Excused absences shall be granted by the President at his direction providing the member wishing to miss a meeting notifies the President in advance with a valid explanation for their absence.

Section Eight: Quorum for Board Meeting - A meeting of the Board shall consist of a majority of the entire number of elected board members.

Section Nine: Emergency Board Meetings - An emergency meeting of the Board of Directors may be called by the President to conduct such pressing unexpected business as might occur between regularly scheduled monthly board meetings. Such emergency meetings shall be scheduled in such a manner to allow for adequate notification of all board members if at all possible.

Section Ten: The conducting of board business by use of a telephone poll of the board members for their votes shall not be allowed.

Section Eleven: Notice of all Board of Directors' meetings shall be posted in a conspicuous place on the CORPORATION property at least 48 hours in advance of the meeting, except in an emergency. Notice of any meeting in which an assessment against lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessment.

Section Twelve: Meetings of the Board of Directors shall be open to all lot owners in VENICE ACRES UNIT 1 and UNIT 2.

## **ARTICLE X COMMITTEES**

Section One: Architecture Review Committee - This committee shall consist of three members appointed by the President with at least one member being from the Board of Directors. Committee duties are to review all building plans of owners wishing to build in Venice Acres for compliance with the written deed restrictions of the ASSOCIATION. The committee shall also assist lot owners and the ASSOCIATION in interpreting the deed restrictions as they apply to individual cases. Approval by two of the three committee members shall be required for each set of plans submitted. Any plans or other times not in compliance with the deed restrictions and disapproved by the committee shall be referred to the Board of Directors for further action as necessary.

Section Two: Grievance Committee - The Board of Directors shall function as the Grievance Committee with the duties to interpret and enforce the deed restrictions of the ASSOCIATION. There must be a majority of the entire committee for an individual lot owner to be considered in violation of said deed restriction.

Section Three: Grievance Procedure - The following steps will be followed in dealing with a Deed Restriction violation. First, the individual will receive written notice of the Grievance Committee's decision with two weeks to comply or reply. Second, if there is no correspondence from lot owner, a registered letter stating violation and consequences will be mailed with one week to reply or comply. Third, the matter is then turned over to our attorney for possible legal action. If any member of the Committee is either the violator or compliant [sic] he will be excused from the decision making on that complaints [sic]. Any member of the ASSOCIATION citing a complaint must do so in writing stating the nature of the complaint, its duration, whether any attempt has been made by complaining party to communicate with alleged violator, and alleged violator's response. The complaint must be signed by member registering the complaint and kept confidential.

Section Four: Special Committees - Such other committees shall be appointed by the President or Board of Directors from time to time when deemed necessary to carry on the work of the CORPORATION. The President shall be "Ex Officio" a member of all committees.

#### **ARTICLE XI PARLIMENTARY PROCEDURE**

Robert's Rules of Order will be followed. A Corporate Parliamentarian will be the Arbiter of Procedure and appointed by the Board of Directors.

#### **ARTICLE XII CORPORATE SEAL**

There will be a corporate seal. All corporate documents excluding routine correspondence will be stamped with the corporate seal.

#### **ARTICLE XIII CORPORATE BOOK**

There will be a corporate book. It will be kept by the acting secretary.

#### **ARTICLE XIV AMENDMENTS**

These By-Laws of the CORPORATION may be amended at a duly convened meeting of the membership called for that purpose by a two-thirds (2/3) vote of the voting interest present in person or by proxy.