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SARASOTA COUNTY, FLORIDA
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AMENDED AND RESTATED
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
EAGLE POINT CLUB



WHEREAS, the original Declaration of Covenants and Restrictions of EAGLE POINT CLUB was recorded at Official Records Book 2580, Page 2496, et seq., of the Public Records of Sarasota County, Florida (Declaration), and

WHEREAS, there have been numerous amendments to the Declaration as reflected by instruments recorded in the public records, and

WHEREAS, a significant package of amendments was recently approved by not less than two-thirds (2/3rds) of the total membership present at a membership meeting held on the 14th day of June, 2008.

NOW, THEREFORE, EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC., does hereby amend and restate the Declaration of Covenants and Restrictions of EAGLE POINT CLUB, for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the subdivision property and binding on all existing and future owners, and all others having an interest in the subdivision lands or occupying or using the subdivision property.

**(Substantial Rewrite of the Declaration of Covenants
and Restrictions
See the Original Declaration of Covenants and Restrictions
and Prior Amendments for Current Text.)**

THIS DECLARATION was made by EAGLE POINT, INC., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer owned in fee simple certain lands located in Sarasota County, Florida, now known as EAGLE POINT CLUB; and

WHEREAS, approval to develop said lands was granted by the Venice City Council of the City of Venice, in accordance with and subject to the terms and provisions of their applicable ordinances and resolutions; and

WHEREAS, Developer improved, developed and subdivided said lands now known as "EAGLE POINT CLUB", for residential purposes; and

WHEREAS, Developer caused to be filed in the Public Records of Sarasota County, Florida, a plat of EAGLE POINT CLUB (the "Plat") and placed certain covenants and restrictions upon the use of said property and all lots and tracts contained therein for the mutual benefit and protection of the City of Venice, Florida and all purchasers of Lots contained in the Subdivision, their heirs, successors, representatives and assignees; and

NOW THEREFORE, in consideration of the premises, Developer declared that the property hereinafter discussed in Article I shall be held, transferred, sold, conveyed, occupied, used and enjoyed subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which shall constitute covenants running with the title to said property; to wit:

ARTICLE I
PROPERTY SUBJECT TO THESE COVENANTS

The real property to be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is located in Sarasota County, Florida, and is legally described as follows:

Lots 1-34, EAGLE POINT CLUB SUBDIVISION, as recorded in Plat Book 36, Page 3 of the Public Records of Sarasota County, Florida.

Lot 34, Eagle Point Club Subdivision, is further subdivided as follows:

Lots 35-45, and Tracts G, H, I, J and K, THE VILLAGE AT EAGLE POINT, as recorded in Plat Book 39, Page 20-20A, of the Public Records of Sarasota County, Florida.

ARTICLE II
DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall have the following meanings

- 2.1. "Administrative Fee" shall have the meaning set forth in Article 6.6.
- 2.2. "Annual Assessment" shall mean an Assessment levied annually by the Board against a Lot in accordance with the provisions of Article 8.1 for the payment of a portion of the Common Expenses.
- 2.3. "Articles of Incorporation" shall mean the articles of incorporation of the Association, a copy of which was attached to the Declaration as originally recorded as Exhibit "A".
- 2.4. "Assessment" shall mean an assessment levied by the Board against a Lot in accordance with the provisions of Article 8 for the payment of Association Expenses.
- 2.5. "Assessment Share" shall have the meaning set forth in Article 8.4.
- 2.6. "Association" shall mean Eagle Point Club Subdivision Owners Association, Inc. a Florida corporation not for profit.
- 2.7. "Association Expenses" shall mean all expenses incurred by the Association in the performance of its obligations or the exercise of its powers pursuant to this Declaration, the Articles of Incorporation, or the Bylaws.
- 2.8. "Attorney's Fees" shall mean all reasonable attorney's fees incurred in connection with a matter, including fees for trial and appellate proceedings and fees for services not involving litigation.
- 2.9. "Board" shall mean the board of directors of the Association.
- 2.10. "Bylaws" shall mean the bylaws of the Association, a copy of which was attached to the Declaration as originally recorded as Exhibit "B".
- 2.11. "Common Area" shall mean all real and personal property (or interest therein) that is (a) owned by the Association, (b) identified as such in this Declaration or in any other instrument executed by Developer and recorded in the Public Records, (c) designated by Developer in an instrument delivered to the Association as property intended for the common use and enjoyment of all Owners, or (d) maintained by the Association for the benefit of all Owners pursuant to written agreement entered into by the Association.
- 2.12. "Common Expenses" shall have the meaning set forth in Article 8.

2.13. "Construction Work" shall mean any installation, construction, restoration, replacement, alteration, addition, or demolition of Improvements on a Lot.

2.14. "Developer" shall mean Eagle Point, Inc., a Florida corporation, or any Person to whom all rights of Eagle Point, Inc., this Declaration are hereafter assigned pursuant to written instrument duly recorded in the Public Records.

2.15. "Improvements" shall mean all buildings, docks, driveways, parking areas, walks, walls, fences, signs, structures, utility installations, site paving, grading, screen enclosures, pools, tennis courts, game structures, mailboxes, mechanical equipment, solar energy devices, antennas, satellite dishes, wells and pump systems, water and sewer lines, irrigation systems, lighting, drains, exterior sculptures and fountains, and other improvements of any kind other than landscaping constituting real property or fixtures, together with any subsequent alterations, additions, or replacements.

2.16. "Individual Assessment" shall mean an Assessment levied by the Board against a Lot in accordance with the provisions of Article 8.5 for the payment of Individual Expenses attributable to such Lot.

2.17. "Individual Expenses" shall have the meaning set forth in Article 8.5.

2.18. "Institutional Mortgagee" shall mean a savings and loan association, bank, credit union, mortgage banker, mortgage broker, insurance company, pension fund having assets in excess of \$25 million, agency of any state government, or agency of the United States Government (including the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation), and its subsidiaries, affiliates, successors, and assigns, holding a first mortgage lien upon any Lot.

2.19. "Lot" shall mean a platted lot within the Subdivision.

2.20. "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to a Lot.

2.21. "Plans" shall have the meaning set forth in Article 6.3.

2.22. "Public Records" shall mean the Public Records of Sarasota County, Florida.

2.23. "Restricted Vehicle" shall mean any truck, motor home, camper, or other vehicle designed to provide temporary living quarters and having facilities for sleeping, galley, and head, trailer, boat, watercraft, aircraft, racing car, bus, motorcycle, commercial vehicle, or any vehicle not in operable condition. As used herein, "commercial vehicle" shall include, but not be limited to, any automobile bearing signage identifying a business name.

2.24. "Rules and Regulations" shall mean the rules and regulations of the Association adopted by the Board from time to time pursuant to the Bylaws.

2.25. "Special Assessment" shall mean an Assessment levied by the Board against a Lot in accordance with the provisions of Article 8.2 as a supplement to an Annual Assessment for the payment of a portion of the Common Expenses.

2.26. "Stormwater Management System" shall mean all retention areas, drainage areas, lakes, ponds, swales, wetlands, culverts, inlets, and outfalls used in connection with the retention, drainage, and control of stormwater within the Subdivision, together with all drainage control devices, facilities, and apparatus used in connection therewith, all waters contained therein, and all easements therefor as may exist by virtue of this Declaration or other recorded instrument or plat.

2.27. "Subdivision" shall mean the property described in Article I of this Declaration.

2.28. "SWFWMD" shall mean the Southwest Florida Water Management District.

ARTICLE III THE ASSOCIATION

3.1. Membership. The owners of all Lots in the Subdivision shall automatically become members of EAGLE POINT CLUB SUBDIVISION OWNERS ASSOCIATION, INC., upon taking record title ownership to a Lot in the Subdivision. Membership of an Owner shall terminate as the Owner's vested interest in the fee title to a Lot terminates and thereafter shall pass to such Owner's successors in title as an appurtenance to such Lot, provided, however, that the foregoing provisions shall not be construed as completely terminating the membership of any member who may own two or more Lots as long as at least one Lot is owned by such member.

3.2. Voting Rights. In all matters concerning the Association, the number of votes to which each Owner is entitled shall be the same as the number of Assessment Shares allocated to such Owner's Lot pursuant to Article 8.4.

3.3. Purpose. The purpose and objective of the Association is to insure to all of its members a continuing and concerted program for the maintenance and management of Common Areas, to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of the Subdivision, and to perform such other duties as may be assigned to it under its Articles of Incorporation and Bylaws and this Declaration of Restrictions wherever applicable and appropriate. Copies of said Articles of Incorporation and Bylaws were attached to the Declaration as originally recorded as Exhibit "B" and "C", respectively.

3.4. Assessments. The Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against Lots in this Subdivision.

ARTICLE IV
USE RESTRICTIONS

The following restrictions, maintenance obligations and covenants are applicable to all Lots in the Subdivision.

4.1. Residential Use. The Lots subject to this Declaration may be used for single family residential living units and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, religious or charitable enterprise, or profession may be conducted on any part thereof, except (a) an Owner may conduct a home occupation (as defined in the Sarasota County Zoning Regulations, as amended) on his Lot, if the home occupation is permitted by Sarasota County ordinances without special permit approval or other special authorization, does not involve any outdoor activity other than ingress and egress, is not accompanied by the display of any exterior sign, complies with all other provisions of this Declaration and the Rules and Regulations, and is otherwise approved by the Association, (b) business activities necessary for the construction of a dwelling or other Improvements on an Owner's Lot shall be permitted and (c) real estate brokers and owners, and their agent, may show dwellings built on Lots in the Subdivision for sale or lease.

4.2. Dwellings. No building shall be erected on any Lot other than one detached single-family dwelling containing at least two thousand two hundred (2,200) square feet of enclosed living area (exclusive of open or screen porches, terraces, and garages), on lots 1 through 33 and as to Lot 34 (Lots 35-45 of The Village at Eagle Point, a subdivision), not less than one thousand seven hundred (1,700) square feet, which dwellings shall not exceed 35 feet in height from the top of the minimum floor elevation. Construction shall be on concrete pilings, spread footings with columns or stem walls. Unless approved by the Architectural Review Committee in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling. No flat roofs nor roofs having a slope of less than 4:12 and no built-up roofs shall be permitted on the main portion of any building without the approval of the Architectural Review Committee. The composition of all pitched roofs shall be metal. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling. All exposed chimneys shall be covered with house siding, or stone or stucco. Screened roofs may be used over pools and lanais. All construction must be frame and be of an old Florida Architectural style. Additions to any dwelling must be compatible in appearance to the existing dwelling. The Architectural Review Committee shall approve all construction plans, including architectural style and color, prior to the Owner initiating construction on the Lot. Unless otherwise approved by the Architectural Review Committee, all heating and plumbing vents (with the exception of chimneys) shall be painted the same color as the roof. All floor elevations for dwellings shall be subject to approval by the Architectural Review Committee. No change in grade (whether filling or otherwise) shall be made which will adversely affect drainage of any Lot or drainage of any adjacent Lots. With respect to Lots 12-20, stormwater runoff from improvements shall be directed to the street front of the property.

4.3. Garages Required. No dwelling shall be constructed on any Lot without provision for an enclosed garage adequate to house not less than two (2) and not more than three (3) large sized American automobiles. All garages must not be less than 22 x 24 feet. All garages must have electric door openers and be maintained in good working condition. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

4.4. Antenna. Except for satellite dishes one meter or less in diameter, no exterior antenna, aerial, satellite dish, or other apparatus for the reception or transmission of television, radio, or other electronic signals shall be placed or maintained on any Lot without the prior written approval of the Architectural Review Committee.

4.5. Water and Sewer. The City of Venice will provide water and sewer and Lots shall accept those services and pay the applicable fees. The property shall be connected to the City's proposed wastewater reuse system and treated wastewater shall be used for irrigation purposes, as may be required by the City.

4.6. Screening of Equipment, Air Conditioner Compressors, Garbage Container and Clothes Drying Area. All garbage or trash containers must be placed within totally enclosed or screened areas. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view by walls or fences. Such walls or fences must be attached to or adjoin the dwelling house. No window or wall air-conditioning units or affixed exterior emergency electrical generators shall be permitted on any Lot without the prior written approval of Architectural Review Committee. Heating, ventilation, electrical and air conditioning equipment, fans and pool equipment located outside a building shall be similarly screened from view or buffered by walls or shrubbery. Propane tanks shall be underground. Water treatment and water storage tanks shall be screened from view. No other tanks are permitted except upon prior written approval by the Architectural Review Committee.

4.7. Driveway Construction. Driveways within right of way shall be constructed according to the Architectural Review Committee's specifications as to size and material. Unless otherwise approved by the Architectural Review Committee, all driveways shall be constructed of a concrete and shell composite and finish similar to that which is placed on the Subdivision roadways.

4.8. Underground Wiring. No lines or wires for communication or the transmission of current or signals shall be constructed, placed or permitted to be placed upon any Lot unless the same shall be inside a building or underground. Electrical service meters shall be screened from view from the street.

4.9. No Construction Trailers or Temporary Buildings. Except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Architectural Review Committee.

4.10. Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a Lot, such Lot shall be sodded and landscaped in accordance with a landscaping plan approved by Architectural Review Committee. No Owner shall substantially, in the opinion of the Board of Directors, alter, add to or change existing landscaping without the prior written approval of the Architectural Review Committee. Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping will not be approved. Use of such materials are limited to no more than 20% of the landscape area coverage without the prior written approval of the Architectural Review Committee. All lawns and landscaping for Lots 1-33, 35-40, shall extend to an 18" to 24" wide crushed shell buffer adjoining the pavement line in front of any dwelling. Such landscape plan, to the extent practical, shall consist of native plants and be of low maintenance design in keeping with the uniform appearance of the community. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped Lots.

4.11. Fences, Hedges and Walls. The composition, location and height of any fence, hedge or wall to be constructed on any Lot shall be subject to the prior written approval of Architectural Review Committee. No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any Lot unless the plant is pruned or trimmed in such a manner that the Architectural Review Committee permits it to remain. No dog runs or animal pens are permitted.

4.12. Trees. No tree located outside of the building pad, the trunk of which exceeds four (4) inches in diameter at four (4) feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of Architectural Review Committee. With respect to Lots 12-20, native vegetation beyond eight (8) feet of the house pad and/or driveway may be removed only upon prior written approval of the Architectural Review Committee.

4.13. Mailboxes. No mailbox, paperbox or receptacle of any kind for use in the delivery or distribution of mail, newspapers, magazines or similar material shall be erected on any Lot.

4.14. Artificial Vegetation. Except by prior written approval from the Architectural Review Committee, no artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

4.15. Roadways. Except as the Architectural Review Committee may otherwise approve in writing, and except as may be otherwise denoted on the Plat of the Subdivision, no Lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

4.16. Signs. No sign of any kind shall be displayed to public view on any Lot except as follows:

(a) Ornamental house number, security service signs and name plates may be displayed in such a manner as is in keeping with the uniform appearance of the community.

(b) For Sale and For Rent signs as approved by the Architectural Review Committee.

(c) During the course of construction on a Lot, a construction sign identifying the builder, but no other contractor or building trade signs shall be permitted.

(d) No sign, shall be greater than six square feet in size. Such sign shall be promptly removed upon the issuance of a certificate of occupancy, sale or rental of the home.

4.17. Games and Accessory Structures. All basketball back boards and any other fixed games and play structures shall be located at the rear of the dwelling and shall not occupy a land surface area of more than 600 square feet without prior written Architectural Review Committee approval. No platform, doghouse, ponyhouse, tree house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot. Lighting plans for all such area shall be subject to Architectural Review Committee approval and shall not cast light directly onto any other Lot.

4.18. Resubdividing. No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a change to the number of Lots than that shown on the Plat for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted Lot according to the Plat. No Lot may be combined with contiguous Lots or parts thereof to form a single building site.

4.19. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other owners of Lots in the Subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors which shall tender a decision in writing, and such decision shall be dispositive of such dispute or question. By way of illustration and not as a limitation, no Owner shall place or keep any substance, material, or thing that emits foul or obnoxious odors or that is unsightly, unkempt, unsanitary or cause unreasonable noise, e.g., faulty air conditioning and pool equipment, or other conditions that disturb, in the opinion of the Board, the reasonable peace, quiet, safety, or comfort of the occupants of adjacent properties, or conduct outside burning of wood, leaves, trash, garbage, or household refuse. Notwithstanding that Construction Work may temporarily disturb the peace and quiet of the occupants of adjacent Lots, such Construction Work shall be permitted, subject only to such reasonable limitations as may be imposed by the terms of the Rules and Regulations.

4.20. Boats and Vehicles. No vehicle shall be parked within the right-of-way of any street shown on the plat of the Subdivision, or on the Lot Owner's grass except if the owner has multiple short term guests or invitees which would render this provision onerous. Short term guests or invitees are defined as those persons who remain temporarily on the property for no more than twelve hours. No Restricted Vehicle (excluding vehicles of Persons temporarily in the Subdivision to provide business services to an Owner or the Association) shall be parked in the Subdivision unless inside a garage, with the exception that boats on trailers, boat trailers, and RV's may be parked on the driveway, pursuant to the provisions of this Section 4.20, for not more than 72 consecutive hours for the purpose of cleaning, provisioning, minor repairs, and/or unloading. The restrictions on vehicles contained in this Article 4.20 shall not apply to vehicles or trailers utilized by builders in connection with any Construction Work.

4.21. Animals. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any Lot. If, in the sole judgment of the Board, it is determined that an Owner's pet, due to its size, breed, past or present aggressiveness or viciousness, or other factors, is a source of excessive disturbance, annoyance, or danger to other Owners or Persons, the Owner shall take such action as the Board reasonably may require to eliminate the disturbance, annoyance, or danger. The authority of the Board to restrict, prohibit, or direct the disposal of any pet shall not be construed as imposing any duty on the Board to do so. Owners having pets shall be responsible for removing excrement by their pets on Lots and Common Areas.

4.22. Trash. Owners shall keep all garbage, trash, and other refuse in sanitary containers. Containers shall not be placed in front of a dwelling except on the evening prior to the scheduled refuse collection. Containers shall be removed promptly, along with any debris, after collection.

4.23. Hurricane Shutters. Prior to installation the Architectural Review Committee must approve plans for manufactured hurricane shutters or other storm protective devices visible from the outside of a home. When using hurricane shutters, homeowners should be considerate of the aesthetic effect that closed shutters have on the community. Permanent type shutters may be used for interior climate control or severe weather conditions, but are not to be left in a closed position for extended periods. In unoccupied dwellings during the hurricane season (June 1 - November 30), homeowners may leave their shutters closed. Each Lot Owner is responsible for having their storm shutters opened or closed during extended periods of absence from their dwelling.

At the time the National Hurricane Center issues a Tropical Storm or Hurricane Watch for our area (meaning that tropical storm or hurricane conditions are possible within thirty-six (36) hours), plywood (or similar material) may be installed as emergency window or door protection. This type of temporary protection must be removed within seven (7) days after the official storm advisories have been terminated.

4.24. Decorative Objects. No decorative objects such as sculptures, birdbaths, fountains, and the like shall be placed or installed on the grounds of any Lot, so that they are visible from the street. Decorative objects existing as of February 1, 2008 may remain on the property. Holiday lights and other decorations shall be removed within ten (10) days following the holiday.

4.25. Docks. There are two types of dock facilities in Eagle Point Club, the use of which are restricted as follows:

a. Community Docks. The Community Dock is that dock structure, including walkways and pilings, which is located west of the waterline. The waterline is defined as the first marine piling west of the boathouse. The Community Dock is the docking facility which is shared by multiple Lot Owners and to which individual dock spaces are assigned to Lot Owners. Lot Owner may not install improvements, nor provide extraordinary maintenance or repair to their assigned dock space without first obtaining the Dock Committee's prior written consent. No fish cleaning shall be permitted within 100 feet of the community dock. Assigned dock spaces may be leased only to members of the Association.

b. Private Docks. Private Docks are those finger docks which are appurtenant to Lots 1, 2, 3, 4, 5, 6, 7 and 11. The owners of these Lots shall maintain, repair and replace, at their sole expense, the docks which are appurtenant to each of these Lots and are used exclusively by the occupants of these Lots.

4.26. Leasing. Only entire Dwellings may be rented, provided the occupancy is only by the Tenant and/or his family and his guests. No Dwelling shall be leased for a term of less than thirty (30) days. The Owner shall provide the Association with prior written notice of the lease, which notice shall require information regarding the lease transaction as deemed necessary by the Association.

4.27. Interference with Usage. No Owner shall interfere with the use of a Lot by any Person entitled to the use thereof or make use of any part of the Common Area in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment.

4.28. Occupants Bound. All provisions of this Declaration and the Rules and Regulations governing the conduct of an Owner shall also apply to all occupants of the Owner's Lot and all family members, guests, and invitees of the Owner. Each Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Lot shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, such provisions.

ARTICLE V
MAINTENANCE

5.1. General. The responsibility for maintenance of the Subdivision shall be apportioned between the Association and the Lot Owners in the manner set forth in this Article 5.

5.2. Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The Owners in the Subdivision shall be responsible for the maintenance of all areas located (a) between their respective Lot lines and the pavement of the street or streets adjacent to the Lot; (b) between their respective Lot lines and the waters of any adjacent bays, and the banks of any adjacent drainage ditches. All Lot owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

5.3. Maintenance of Improvements. Lot owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly. Any improvements on a Lot shall be maintained in good condition and repair and not be permitted to decline to a condition which constitutes demolition by neglect.

5.4. Maintenance and Repair by Association. In the event any Lot owner shall fail or refuse to maintain his residence, Lot, landscaping and lawn, or other improvements situate on said Lot in full compliance with the provisions of this Declaration, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance effected by said Association shall be chargeable to and paid by the Owner to the Association within thirty (30) days after submission of a bill therefor. If the bill is not paid when due, a late charge of ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law. Such expense, if it remains unpaid, shall be considered an individual assessment and may be collected by the Association pursuant to an assessment lien as set forth in Article VIII.

5.5. Regulations During Construction. No obstruction of any kind shall exist or remain within any swale area, right-of-way or easement within the Lot. During construction upon the Lot, the Lot shall be maintained in a neat and orderly manner with all construction debris hidden from view to the extent possible or contained in a dumpster. Construction upon the Lot shall be conducted in such manner that the Subdivision improvements shall not be altered or damaged in any manner, and the Lot shall at all time be in a clean and orderly condition. No construction work shall occur between the hours of 5:30 p.m. and 7:00 a.m., each weekday and Saturday. No construction work is permitted on Sunday.

Each Owner agrees to indemnify the Association from and against any and all costs and expenses which may be incurred in repairing or replacing Common Area and its improvements damaged by the Owner or to put the Lot in a clean and orderly condition.

5.6. Common Area Property. The clubhouse, one guest house, the water tower and pump house have been rehabilitated in accordance with the Secretary of Interior's Standards for Rehabilitation. Ownership of these structures and any private roads on the property belongs to the Eagle Point Club Subdivision Owners' Association, Inc. The Association shall have the power and duty to maintain the structures and roadways. The Association in addition to its other powers and duties shall collect assessments for these purposes and enforce its collection efforts through the placement of liens against the private property of any member who fails to pay its share of any assessments. The rehabilitated structures shall be maintained in perpetuity.

5.7. Historic Buildings. The City of Venice has mandated by way of Pre-Annexation Agreement dated October 24, 1991 and its Addendum dated July 21, 1997 the following terms:

a. The Curtis residence and not less than two (2) additional residences adjacent to the Curtis residence, shall not be demolished and will be sold to third parties. Any maintenance, repairs or alterations to the above referenced structures shall be done only in accordance with the Secretary of Interior's Standards for Rehabilitation.

b. Two of the five (5) other guest houses adjacent to U.S. 41 will not be demolished and will be placed on Lots in the subdivision which will be sold to third parties.

c. Approval from the City of Venice regarding demolition of the above properties is required prior to such action being approved by the Association.

5.8. Historic Site. The Historic Site designated on the Plat was conveyed to the Homeowners' Association and shall be maintained by the Association in perpetuity.

5.9. Archaeological Site. Pursuant to the requirements of the City of Venice, the Archaeological Site designated as Eagle Point III, a shell midden, shall be preserved in perpetuity.

ARTICLE VI ARCHITECTURAL CONTROL AND VARIANCES

6.1. Architectural Control. No addition, expansion, improvement or structure ("improvements") of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof or thereto

be made, nor shall any excavation be commenced, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee.

6.2. Approval. EAGLE POINT CLUB is a community of quality homes and buildings consisting of old Florida architecture and natural Florida landscape design. The Architectural Review Committee will evaluate the plans and specifications of all proposed improvements, both for building and landscape, with respect to their external design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. The Architectural Review Committee, may, at their sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist an owner in the development of acceptable plans and specifications, the Architectural Review Committee shall state with reasonable particularity its grounds for such disapproval. It is the Association's intent to promote and assure architectural and aesthetic style in the Subdivision for the benefit of all Owners in the Subdivision.

6.3. Plans. Two (2) complete sets of all plans and specifications for any such improvement or structure, including landscape plan, proposed for any Lot shall be submitted to and approved by the Architectural Review Committee prior to the commencement of construction or placement of such improvement. The Architectural Review Committee shall require submission of plans for the grading of any Lot and plans specifying the proposed elevation of the floor slab of any structure to be built on such Lot. Any increase in the elevation of the existing grade of a Lot shall be accomplished by the Owner so as to not increase the surface water runoff from such Lot onto neighboring properties. Whenever required by the Architectural Review Committee, the Owner shall also furnish a drainage plan for his Lot. The Architectural Review Committee, in its discretion, may also require submission of samples of building materials proposed for use and such additional information as may be reasonably necessary for the Architectural Review Committee to completely evaluate the proposed structure or improvement.

6.4. Disapproval. If, following its review of the plans and specifications submitted to it, the Architectural Review Committee disapproves such plans and specifications, the Architectural Review Committee shall advise the Owner, in writing, of the portion or items thereof which were found to be objectionable and the Owner shall not proceed with those items or portions as disapproved. In the event the Owner corrects the objectionable portions, he may resubmit the plans and specifications, as corrected, for approval.

6.5. Approval. Upon final approval of an Owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of the Architectural Review Committee, the Architectural Review Committee shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the Owner and one set shall be retained by the Architectural Review Committee. Should the Architectural Review Committee fail to either approve or disapprove an Owner's plans and specifications within forty-five (45) business

days after the Owner submits the plans and specifications and pays all applicable approval fees, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other improvement shall be erected or be allowed to remain on any Lot which violates the building and use restrictions contained in this Declaration, unless approved in writing by the Architectural Review Committee.

6.6. Variances. The Association is empowered with the absolute right to enter into agreements with Owner(s) (without the consent of the Owners of other Lots, adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clothesline and air-conditioner compressors and without, in any manner, limiting the foregoing any restriction or limitation regarding construction set forth in Article IV above, and any such variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all Lots located in the Subdivision other than the Lot where such variance is permitted.

ARTICLE VII COMMON AREA, PRIVATE ROADS AND UTILITIES

7.1. Common Area. The Common Area include tracts, private roads, stormwater retention and water management areas, lakes, ponds, clubhouse and guest house, walkways, open areas, guard gate house, tennis court, a community boat dock (except for the private docks appurtenant to Lots 1, 2, 3, 4, 5, 6, 7 and 11), boat house, pump house, water tower, and easements for such uses. Title to any such areas is held by Association, subject to such easements, reservations and limitations upon usage. The Association shall be obligated to properly maintain the Common Area and pay all taxes assessed thereon.

7.2. Private Roads. The roadways in the Subdivision, including the shell road over the Common Area providing access to Lots 41 - 45, together with those as shown on the Plat, are designated as Private Roads for the common use and enjoyment of the Owners within the Subdivision and all members, guests and business invitees and shall be maintained by the Association. The private roads will be maintained by the Association at a level of service which will, at all times, safely accommodate all city emergency vehicles including solid waste collection, ambulance, police and fire department vehicles.

7.3. Maintenance of Common Area. The Association, by and through its Landscaping Committee, shall maintain and keep in good repair all portions of the Common Area, which maintenance and repairs shall include, by way of illustration and not as a limitation, maintenance of all lakes, ponds, swales, and other stormwater retention and water management areas, and related drainage control devices, facilities, and apparatus, that are part of the Stormwater Management System and maintenance of all landscaping and Improvements that are part of the Common Area.

7.4. Medians. The streets within the Subdivision may contain medians in which the Association may install signs, walls, lighting, landscaping, irrigation, and related equipment and facilities. The Association, by and through its Landscaping Committee, shall maintain and keep in good repair all such signs, walls, lighting, landscaping, irrigation, and related equipment and facilities.

7.5. Post Lamp. The Owner of each Lot on which a dwelling is constructed shall install and maintain in good condition a decorative post lamp, as approved by the Architectural Review Committee, to provide illumination for the Subdivision streets, from dusk until dawn each day.

7.6. Usage of the Common Area. Usage of the Common Area shall be subject to such restrictions, rules, and regulations as may be adopted by the Association.

ARTICLE VIII
ASSESSMENTS BY EAGLE POINT CLUB SUBDIVISION
OWNERS' ASSOCIATION, INC.

8.1. Annual Assessments. The Association shall have the right to levy an annual assessment against all Lots in the Subdivision, except those lots exempt under Section 8.4 of this Declaration, in such amounts as may be deemed appropriate by the Board of Directors to fund the common expenses incurred for the management, maintenance, maintenance, administration and operation of the Association, the Common Area and for the general purposes and objectives of the Association as set forth herein and in its Articles of Incorporation and Bylaws.

8.2. Special Assessments. The Association shall also have the right to levy special assessments from time to time against all Lots in the Subdivision, except those lots exempt under Section 8.4 of this Declaration, in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance, administration 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.

8.3. Community Dock Regular and Special Assessments. The Association shall levy both annual operating and reserve assessments on those Lots who were conveyed the right to use a dock space at the Community Dock. The assessment shall be levied for the purpose of maintaining, repairing and replacing the Community Dock and to pay for expenses associated with the State of Florida Submerged Land Lease. The Association may also levy special assessments for Community Dock improvements, maintenance, repair and replacement on such Lots as stated above, to fund unanticipated Community Dock expenses. The Association shall request Lots not otherwise required to pay assessments for the Community Dock to pay \$100 as a yearly contribution to the Community Dock reserve account. However, on an annual basis, upon the written instruction from such Lot Owner(s), the Association shall remove the Lot from this obligation.

8.4. Assessments Levied Pro Rata. All assessments levied by the Association, whether annual or special, shall be on the basis of one share per Lot so that each owner of a Lot shall bear an equal pro rata share of the expenses of the Association, with the provision that a Lot Owner who owns one or more adjoining Lots prior to July 1, 2008 shall retain an exemption from payment of assessments on one adjoining Lot as provided for in paragraphs (a) and (b) of this Section.

a. Assessment Exemption for Adjoining Lot. An Eagle Point Club Lot Owner may own two adjacent Lots and keep one of the two Lots vacant for the purpose of having only one Dwelling on those Lots. In such instance, the Lot Owner, and any subsequent Lot Owner, either as a result of sale, transfer, gift, inheritance or any manner of conveyance, will be entitled to only one vote in the Association, and shall not be obligated to pay assessments on the adjoining vacant Lot for so long as there is no Dwelling constructed on said vacant Lot.

b. Assessment Obligation for Adjoining Lot. At the time a permit is issued to construct a Dwelling upon the vacant Lot, then the Owner of said Lot will obtain voting privileges for this Lot for Association purposes and the Lot Owner will be obligated to pay the Association assessments, pro-rated as of the date the permit is issued. In the event a Dwelling on an adjoining Lot is demolished, then the exemption for payment of assessments for the adjoining Lot shall not apply.

8.5. Individual Expenses. "Individual Expenses" shall mean all expenses (together with any applicable Administrative Fee and Attorney's Fees) incurred by the Association with respect to a Lot pursuant to the provisions of this Declaration in connection with any of the following:

a. The performance by the Association of any of the installation or maintenance responsibilities of the Owner of the Lot pursuant to Article V.

b. The enforcement by the Association against the Lot or its Owner of any of the restrictions or other provisions of this Declaration applicable to such Lot pursuant to Article IV, except for judicial actions in which the Lot Owner is the prevailing party.

c. The performance by the Association of any of its maintenance responsibilities pertaining to the Subdivision if, in the judgment of the Board, such performance was necessitated by the carelessness, negligence, or intentional act of the Lot Owner or the Owner's family, guests, tenants, or invitees.

d. Any other action, service, or matter, the costs of which are specifically included in the Individual Expenses by the terms of this Declaration.

Individual Expenses shall also include any Fine assessed against a Lot Owner pursuant to Article X, except that the amount of the fine cannot be collected by means of a claim of lien unless otherwise permitted by law.

8.6. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in the Association's Articles of Incorporation and Bylaws. Payment of any special and individual assessment levied by the Association's 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, individual or special, which is not paid when due shall be subject to a late charge of five percent (5%) or twenty five dollars (\$25), whichever is greater, and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

8.7. Application of Payments. All payments upon account shall be first applied to any interest accrued by the Association, then any administrative late fees, then to any costs and reasonable attorney's fees incurred in collection and then to the assessment payment first due. All interest collected shall be credited to the general expense account. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

8.8. Acceleration of Assessment Installments upon Default. If a Lot Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Lot Owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Lot Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

8.9. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner or owners of the Lot 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 Association may bring suit against the Owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by the Association, including reasonable attorneys' fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

8.10. Lien Rights of the Owners' Association. In order to provide an additional means to enforce the collection of any annual, individual or special assessment or other expense charged to the Owner, the Association shall have a lien against such Lot in the Subdivision, together with all improvements thereon, as follows:

a. The lien of every such fee, expense and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on such Lot, and all improvements thereon, upon the recording of this Declaration.

b. In the event any such fee, expense or assessment is not paid within thirty (30) days after the same is due, the Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. Said lien may be enforced by said Association by foreclosure suit in the same manner as a mortgage or mechanic's lien foreclosure or in such other manner as may be permitted by law. In the event said Association files a Claim or Lien against any Lot, it shall be entitled to recover from the Owner the aforesaid interest, and late charge and all costs, including reasonable attorneys' fees (including attorneys' fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.

c. It is the intent hereof that the aforesaid lien against each individual Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the City of Venice or other governmental authority and to the lien of any bona fide mortgage hereafter placed upon such Lot prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such lot); provided, however, that such subordination shall not apply to any fee, expense, or assessment which becomes due and payable after a sale or transfer of the Lot pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

ARTICLE IX EASEMENTS AND ENVIRONMENTAL PROVISIONS

9.1. Utilities and Drainage. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to the Association over all utility and drainage easement areas shown on the Plat. Moreover, a perpetual easement ten (10) feet in width over and under each Lot in the Subdivision for the installation and maintenance of utilities, street lights, and drainage facilities is hereby reserved to the Association along such portion of each Lot line as abuts any street. The Association has the right to grant to any private or public utility, an easement to erect and lay, or cause to be erected, laid, maintained, removed or repaired in all private roads or Common Area of the Subdivision, for electricity, telephone, water, television, antenna, gas and other utility service, catch basins, surface drains and other such customary or usable appertinences as may from time to time in the opinion of the Association or any utility company or governmental body be deemed necessary or advisable. Any claim on account of temporary or other inconveniences caused thereby against the Association or any utility company or governmental body, or any of its agents or servants, is hereby waived by the owner. The easement area of each Lot and all improvements located within it shall be maintained continuously by the Lot owner, except for those improvements for which the Association, public authority or utility company is responsible. No drainage easement, swale, or pond may be obstructed, filled in or altered without the Association's prior written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by an Owner over the easement area of his Lot may be removed by the Association, at the owner's expense as an individual assessment, if required for the installation or

maintenance of improvements or facilities related to the purpose for which the easement was reserved. The Association shall promptly restore any dislodged grass, soil or paving as nearly as practicable to its prior condition.

9.2. Drainage Areas. For the purposes of this Declaration, "Drainage Areas" means those portions of the Common Area designated as surface water management areas, drainage areas, basins, drainage easements, or water management tracks, (collectively "Drainage Areas") which are reflected on the development plan filed with the City of Venice, Florida, or are reflected on the Plat, and any amendments thereto, or are described in this Declaration, or were otherwise designated by Developer as "Drainage Areas." The Drainage Areas are an integral part of a master drainage system which system is for the benefit of the Subdivision. The Association shall maintain the Drainage Areas and master drainage system in a manner consistent with the original design, and in accordance with the requirements of all applicable governmental authorities.

9.3. Conservation Easements and Wetland Boundary. No activity may be undertaken or performed in the Wetland Boundary described in the recorded plat of the Subdivision unless prior written approval is received from the Southwest Florida Water Management District pursuant to Chapter 400-4, F.A.C. Prohibited activities within wetland and upland conservation areas include the removal of native vegetation; excavation; placement or dumping of soil, trash or land clearing debris; and construction or maintenance of any building, residence or structure.

ARTICLE X GENERAL PROVISIONS

10.1. Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by the Association or the Owners, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date the Declaration was originally recorded, after which time the provisions of this Declaration may be extended for successive thirty (30) year periods pursuant to the process provided for in the Florida Statutes. This Declaration may be terminated at any time, at a properly called members' meeting, by an affirmative vote of the members of the Owners' Association holding at least two thirds (2/3) of the voting rights who vote to approve the termination of the provisions of this Declaration, and a written instrument certifying that such approval has been obtained, is signed by the president and secretary of said Association and is recorded in the Public Records of Sarasota County.

10.2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Association or any Lot Owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Lot Owner alleged to be in violation if such proceedings result in a finding that such Owner

was in violation of the terms of this Declaration. Such costs, shall include reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by the Association.

10.3. Severability. Invalidation of any of the covenants and restrictions therein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

10.4. Amendment.

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

b. Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the members of the Association.

c. Approval. This Declaration may be amended at any time and from time to time upon the approval of not less than two-thirds (2/3rds) of the members of the Association casting their vote, in person or by proxy, at a properly called members' meeting.

d. Certificate. A certificate of amendment shall be recorded in the Public Records of Sarasota County, certifying that such approval has been obtained. The certificate of amendment shall be executed by the president and secretary of the Association.

10.5. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

10.6. Waiver. Failure of the Association to insist upon strict performance of any provision of this Declaration with respect to any Owner or property in the Subdivision shall not be deemed to be a waiver of such provision as to such Owner or property unless the Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Declaration by the Association with respect to any Owner or property in the Subdivision shall not constitute a waiver of such provision as to any other Owner or property.

10.7. Invalidation. The invalidation of any provision of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

10.8. Governing Law. The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue

of any action or suit brought in connection with this Declaration shall be in Sarasota County, Florida.

10.9. Compliance. The City of Venice, Florida shall have the right, but not the obligation, to enforce the compliance with the Deed Restrictions and covenants in the same manner as the Association. The City shall have the right to bring legal action against the Association to collect damages or to force compliance with the Deed Restrictions and Covenants whether the defaulting party be the Association or a member thereof.

10.10. Pre-Annexation Agreement. The City of Venice, Florida and the Developer entered into a Pre-Annexation Agreement dated October 24, 1991, as recorded in O.R. Book 2344, Pages 1636 -1649 of the Public Records of Sarasota County, Florida, together with an Addendum to Pre-Annexation Agreement dated July 21, 1997, as recorded in O.R. Book 3003, Page 2074 of the Public Records of Sarasota County, Florida. The provisions of the Agreement and its Addendum are incorporated by reference herein and in the event the terms of this Declaration conflict with the requirements of the Agreement and its Addendum, the terms contained in the Agreement and its Addendum, as may be further amended, will control.

10.11. Notice. The private roadways will not be maintained by the City of Venice or accepted for maintenance by City of Venice in the future unless and until they are reconstructed in complete accordance with the construction standards then in effect.

ATTEST:

EAGLE POINT CLUB SUBDIVISION
OWNERS' ASSOCIATION, INC.

By: Robert D Betake
Secretary

By: D. Sumner
President

WITNESSES:

Connie Hooks
CONNIE HOOKS

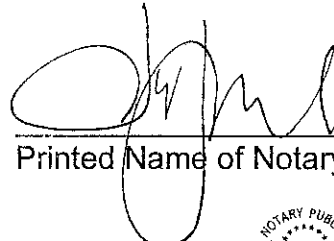
Louis R Canice
Louis R Canice

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 Thomas Grossman, as President, and Robert N. Betake, as Secretary, of EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Amended and Restated Declaration of Covenants and Restrictions on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Amended and Restated Declaration of Covenants and Restrictions 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 30th day of July, 2008.

My Commission Expires:



Printed Name of Notary:

Notary Public

Commission #



JACALYN K. WOOD
MY COMMISSION # DD 415495
EXPIRES: April 20, 2009
Bonded Thru Budget Notary Services