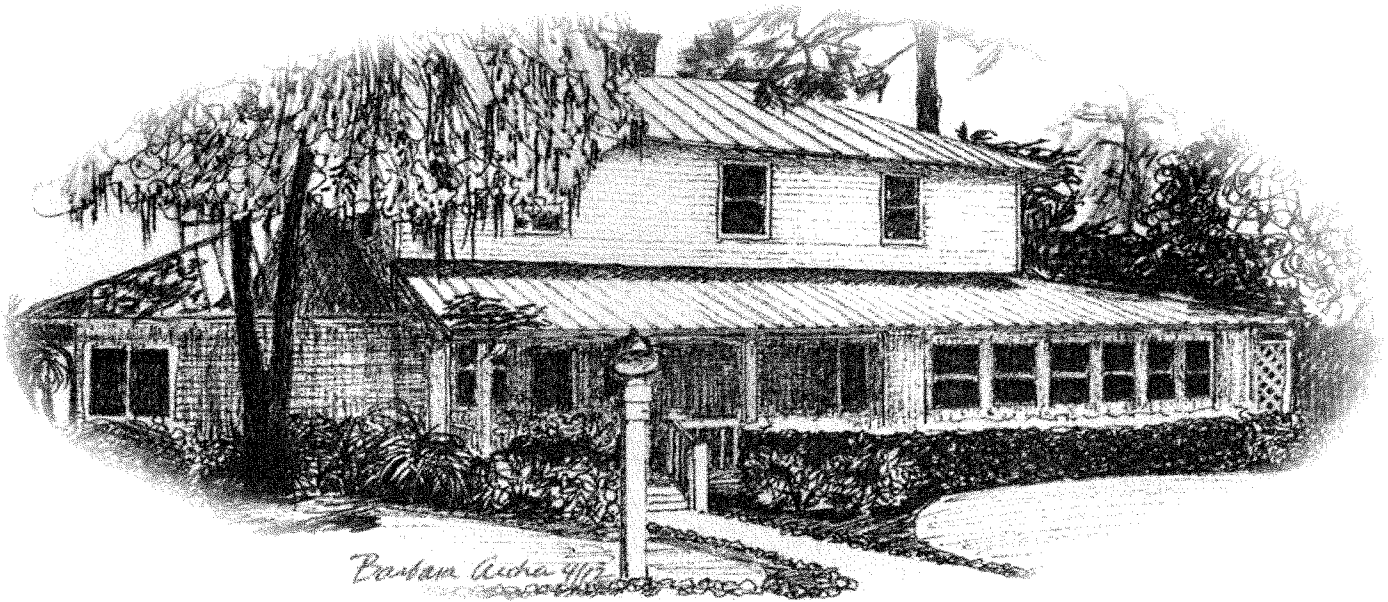


Eagle Point Club Welcome Kit



Eagle Point Club

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Welcome to Eagle Point Club

We are pleased to have you as neighbors. Now that you have bought a home in our historic neighborhood, we have a short list of immediate things you might want to know. However, we encourage you to access the website of our management company, Keys-Caldwell (www.keys-caldwell.com) ASAP. Click on owner and register so that you may have access to our declarations, bylaws, Board minutes. In addition, you can arrange to pay dues through the website so that you will always know what you owe. Call the office at 941-408-8293 if you have difficulty registering.

- We are a small neighborhood of friendly people who are proud of our historic enclave, and many of us assist in the everyday tasks of the community. We urge you to become involved and volunteer. It is also a great way to become acquainted.
- Board Members and Committees are posted on the bulletin board next to the mailboxes.
- Monthly Board meeting agendas are posted on the bulletin board, 48 hours prior to the meeting. Neighbors are encouraged to attend.
- To save \$\$, we communicate by email when possible. Please send your contact information to our current list updater, Maren Fritz at maryellenfritz14@gmail.com.
- Our social committee usually hosts a TGIF on the first Friday of the month, especially during the fall and winter months. All are invited to BYOB and an appetizer to share. There is usually an email reminder and posting on the bulletin board.
- Cottage and Clubhouse:
 - Residents may reserve the upstairs of the clubhouse or the guest cottage for friends and family for a small fee by contacting Laurie Stottlemyer at lstott@aol.com. The downstairs of the Clubhouse may also be reserved for small parties. The rates and rules are posted on the bulletin board, along with the current bookings.
 - Access to the clubhouse is a keypad, using the same code as the entry gates and the boathouse bathrooms.
 - If you have not toured our Historic clubhouse and cottage, please ask a board member or any neighbor to show you around the buildings.
- Entry gates:
 - The south gate opens on demand during daylight hours. At the main front gate and after hours at the south gate, guests may call your home using the call box; admit them by pressing 9 on your phone. Our maintenance committee programs these, so let them know your preferred number, which can be either a landline or cell phone.
 - Direct all workers and trucks to the south gate for entrance and exit. They should not enter the main gate, but their GPS may lead them there if you do not instruct them otherwise.
 - You must have a clicker to exit the main front gate, so direct departing guests to the south gate, which opens for exiting vehicles.
 - You may buy clickers for the gates from our maintenance committee. Please ask your guests to use the callbox and DO NOT give out the code. This keeps us all more secure.
- Association business:
 - Our annual meeting is the third Saturday after the first Tuesday of January, per the bylaws. A packet of documents is mailed two to three weeks prior to the meeting by Keys-Caldwell, so please make sure they have your current address.
 - Quorum for the meeting is 50% of voting members either present or by proxy, so please attend or send a proxy so we do not have the expense of rescheduling and remailing paperwork.
 - Quarterly dues are due on January 1, April 1, July 1 and October 1. There is usually an email reminder, but no paper bill to save \$\$. KC website can tell you what you owe.
 - We aim to fund our reserves at about 50%, so occasionally we must do special assessments for large projects. We have a great deal of property and infrastructure to maintain, including the fence, the roads, the historic buildings, tennis courts and the docks. You will be notified

when the board is considering a special assessment, and if passed, payment is due within 30 days.

- Important EPCSOA rules:
 - Any change to the outside of your home MUST be preapproved by the Architectural Review Committee (ARC), such as painting (even same color), landscape changes, renovation or remodeling. This is part of our declarations (Article VI), meant to maintain the historic culture of the neighborhood.
 - No decorative objects, such as fountains, birdbaths, yard art, or statues, are allowed which are visible from the street. (One home was grandfathered for their fountain.) Reference Article IV of the declarations.
 - Trees larger than 4 inches diameter may not be removed without prior approval from the ARC.
 - Garage sales are not allowed. Reference the 2014 Amendment.
 - No home may be rented for a period of less than 90 days, with one lease allowed in each twelve-month period. The association must receive prior notice. Reference 2014 Amendment.
 - If you have someone living in your home long-term and you are not in residence, please notify the association with his/her contact information. There are times that all living in Eagle Point need to be notified (mandatory evacuations, water restrictions, etc.) and it is critical to have necessary contact information.
 - Boat docks may not be leased to people who do not live in the neighborhood.
- City of Venice: (Reference Venicegov.com)
 - Garbage is picked up on Monday and Thursday mornings. Recycling is picked up on Monday morning. Your home should have cans from the city. Yard waste is picked up on Monday morning and must be in barrels or paper bags.
 - Lawns may be watered once per week, even addresses on Tuesday, odd addresses on Thursday prior to 8AM or after 6PM.
 - Each address is entitled to two large yard waste pickups annually. Call city to schedule.

Please contact me if you have questions, comments or wish to volunteer. We all look forward to meeting you and sharing our special neighborhood with you.

Sincerely,

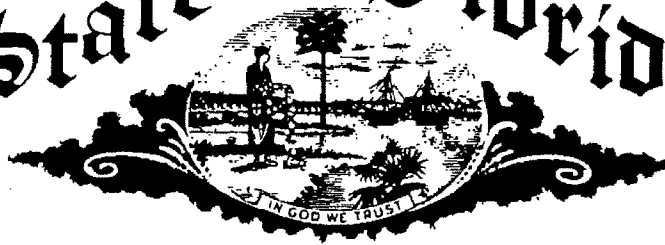
Molly Grossman, President EPCSOA

eaglepointpresident@gmail.com

ellgrosso@yahoo.com

Handwritten: Pamela Moore Talbot

State of Florida



Department of State



I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on August 11, 2008, for EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N93000004404.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008114372 7 PGS
2008 AUG 22 12:11 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#1081492

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighteenth day of August, 2008



Kurt S. Branning
Kurt S. Branning
Secretary of State

This instrument prepared by:
Sharon S. Vander Wulp
Attorney at Law
P.O. Box 1767
Venice, FL 34284-1767

RECEIVED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 AUG 11 PM 12:28

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
EAGLE POINT CLUB SUBDIVISION
OWNERS' ASSOCIATION, INC.

WHEREAS, the original Declaration of Covenants and Restrictions for EAGLE POINT CLUB was recorded in the Public Records of Sarasota County, Florida, in Official Records Book 2580, Page 2496, et seq., as amended, and

WHEREAS, these Amended and Restated Articles of Incorporation were approved by not less than fifty-one percent (51%) of the entire membership of the Association at a membership meeting held on the 14th day of June, 2008.

NOW, THEREFORE, the following are the Amended and Restated Articles of Incorporation of EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC.

**(Substantial Rewrite of the Articles of Incorporation.
See the Original Articles of Incorporation and
Prior Amendments for Current Text.)**

Eagle Point Club Subdivision Owner's Association, Inc. is a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I. NAME AND ADDRESS

The name of this corporation shall be **EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC.**, and its address shall be located in Venice Florida, as shall be designated from time to time by the Board of Directors in its discretion.

ARTICLE II. PURPOSES

2.1. The purposes for which this corporation is organized are as follows:

(a) To promote and maintain good and cooperative relationships between the owners of property in said subdivision and to promote and maintain a high quality of development and maintenance of said subdivision.

(b) To do and perform any other acts and things necessary, proper or incident to the performing and carrying out of the powers and purposes herein specifically designated or implied.

(c) To operate, maintain, manage, improve, and administer the use of the Common Areas, and other portions of the Subdivision, to the extent set forth in the Declaration.

(d) To carry out all of the duties and obligations which may be assigned to the Association under the terms and provisions of the Declaration.

(e) To take such other action as may be deemed appropriate by the Board of Directors to promote the health, safety, and social welfare of the Owners.

(f) To operate without profit and for the sole and exclusive benefit of its members.

2.2. Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws of the Association.

2.3. Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws of the Association.

ARTICLE III. MEMBERS

3.1. Members. Any person having an ownership interest in any lot in the subdivision known as "EAGLE POINT CLUB" is a member of the corporation. Where more than one person owns jointly a lot or lots in the subdivision, they shall together as such owners be entitled to only one membership, provided, however, that Lot 34 of the Eagle Point Club Subdivision contains 11 homesites and, for these purposes, each of those homesites is to be considered a lot. Each membership shall be entitled to one vote on any issue requiring or involving a vote of the membership of this corporation.

3.2. Membership Appurtenant to Lot Ownership. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot, the ownership of which provides the basis for membership in the Association.

3.3. List of Members. The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes a member of the Association, it shall be such party's duty and obligation to so inform the Secretary in writing, giving his name, mailing address, and legal description of his Lot; provided, however, that with regard to any notice given to or vote accepted from the prior Owner of such member's Lot before receipt of written notification of change of ownership, such notice and/or vote shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records or make other inquiry to determine

the status and correctness of the list of members of the Association maintained by the Secretary, and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE IV. TERM OF EXISTENCE

This corporation shall exist perpetually unless terminated according to law.

ARTICLE V. SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation were as follows:

Glenn Goodman	759 N. Tamiami Trail Venice, Florida 34292
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ARTICLE VI. OFFICERS

The affairs of the corporation shall be managed by the following officers, subject to the control of the Board of Directors: a President, a Vice President, a Secretary and a Treasurer, and by such additional officers either elected or appointed as may from time to time be provided by the Bylaws.

The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. Vacancies may be filled by the Board of Directors at any time, at either a regular or special meeting. Every officer shall be a member of the corporation.

ARTICLE VII. INITIAL OFFICERS

President	Glenn Goodman
Secretary-Treasurer	Glenn Goodman

ARTICLE VIII. BOARD OF DIRECTORS

The Board of Directors shall consist initially of three persons. The number of directors may be increased or decreased from time to time by provision made in the Bylaws, but shall never be less than three. The names and addresses of the initial Board of Directors who served until the first election of directors were as follows:

Glenn Goodman	759 N. Tamiami Trail Venice, Florida 34292
Danny Overstreet	759 N. Tamiami Trail Venice, Florida 34292

ARTICLE IX. BYLAWS

The Bylaws of the corporation may be made, altered or rescinded in the manner provided for in the Bylaws.

ARTICLE X. AMENDMENT OF ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended as follows:

10.1. 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.

10.2. 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.

10.3. Approval. Such approval must be by an affirmative vote of not less than fifty-one percent (51%) of the membership casting their vote in person or by proxy, at a properly called members' meeting.

10.4. Proxy Vote. Members not present in person at the members' meeting considering the amendment may express their approval in writing, by proxy, provided that such written approval is delivered to the Secretary at or prior to the meeting.

10.5. Certification. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County, Florida.

ARTICLE XI. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII. DISSOLUTION OF THE ASSOCIATION

12.1. Dissolution. Upon the expiration of the term of the Declaration, the Association may be dissolved upon a resolution to that effect being approved by the holders of two-thirds (2/3rds) of the total votes of the Association membership, and upon compliance with any applicable laws then in effect.

12.2. Distribution of Assets. Upon dissolution of the Association, all Association assets which remain after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner.

(a) The Common Areas shall be conveyed to an appropriate purchaser.

(b) Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned equally among the Lots paying Assessments, and the pro-rata share of each such Lot shall be distributed to the Lot Owner.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

This corporation shall issue no shares of stock. No dividends shall be paid and no part of the income of this corporation shall be distributed to its members, directors or officers; provided, however, that this corporation may pay compensation in reasonable amounts to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distributions to its members as permitted by the court having jurisdiction thereof, in which event no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

ATTEST:

EAGLE POINT CLUB SUBDIVISION
OWNERS' ASSOCIATION, INC.

By: Robert D Berabe
Secretary

By: Thomas Grossman
President

WITNESSES

Connie Hooks
CONNIE HOOKS

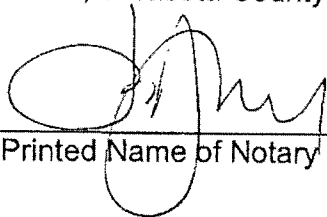
Louis R Carmine
Louis R Carmine

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 D. Berabe, 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 Articles of Incorporation on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Amended and Restated Articles of Incorporation 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.

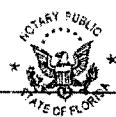
WITNESS my hand and official seal at Venice, Sarasota County, Florida this 30th day of July, 2008.



Printed Name of Notary

Notary Public

Commission #:



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

My Commission Expires:

This Instrument prepared by:
Sharon S. Vander Wulp
Attorney at Law
P.O. Box 1767
Venice, FL 34284-1767

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008114374 18 PGS
2008 AUG 22 12:13 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#1081494

AMENDED AND RESTATED
BYLAWS OF
EAGLE POINT CLUB SUBDIVISION
OWNERS' ASSOCIATION, INC.



2008114374

WHEREAS, the original Declaration of Covenants and Restrictions for EAGLE POINT CLUB was recorded in the Public Records of Sarasota County, Florida, in Official Records Book 2580, Page 2496, et seq., as amended, and

WHEREAS, these Amended and Restated Bylaws were approved by not less than three-fourths (3/4ths) of the Board of Directors of the Association at a Board meeting held on the 15th day of November, 2007.

NOW, THEREFORE, the following are the Amended and Restated Bylaws of EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC.

(Substantial Rewrite of the Bylaws. See the Original Bylaws and Prior Amendments for Current Text.)

ARTICLE I. NAME, RESIDENT AGENT
AND RESIDENT AGENT'S OFFICE

Section 1. Name: The name of this corporation is EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC. The Association has been organized pursuant to the Florida Statutes, for the purpose of administering, operating and managing Eagle Point Club, a subdivision, which is located upon certain lands in Sarasota County, Florida.

Section 2. Resident Agent and Resident Agent's Office: The resident agent for service of process of this corporation shall be determined from time to time at the discretion of the Board of Directors.

Section 3. Principal Office: The principal office of the Association shall be at such place as the Board of Directors may designate in its discretion from time to time.

ARTICLE II. FISCAL YEAR

The fiscal year of this corporation shall begin on January 1 and end on December 31.

ARTICLE III. MEMBERS' MEETINGS

Section 1. Place of Meetings: Meetings of the members shall be held at the registered office of the corporation or at any other place, within or without the State of Florida, the Board of Directors or members may from time to time select.

Section 2. Meetings: Meetings of the members shall be at the call of the Board of Directors.

Section 3. Annual Members' Meeting: The annual member's meeting shall be held at such place as may be stated in the notice at 9:00 A.M., E.S.T., on the third Saturday following the first Tuesday of January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if the Board determines that day presents a substantial conflict, the meeting shall be held at the same hour on the next Saturday. The members shall meet at least once in each calendar year.

Section 4. Special Members' Meetings: Special member's meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast twenty percent (20%) of the votes of the entire membership. A special meeting of the Owners to recall a member or members of the Board may be called by at least ten percent (10%) of the Owners giving notice of the meeting as required for a meeting of Owners, which notice must state the purpose of the meeting. Special meetings as regard budgetary matters shall be called as required by Chapter 720, Florida Statutes.

Section 5. Notice of Meetings: Notice of meetings of the members stating the time, and place, identification of agenda items and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be, in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than 14 days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after the meetings. Notice will also be given by posting a copy of such notice at a conspicuous place on the Common Area property at least 14 continuous days prior to the date of the meeting.

Section 6. Quorum: A quorum at members' meeting shall consist of the Owners of at least fifty percent (50%) of the Lots in the Subdivision which pay assessments. All decisions at a members' meeting shall be made by a majority of the Lots to which voting rights are assigned and which are represented at a members' meeting at which a quorum is present, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation or these Bylaws.

Section 7. Voting Rights: Voting Interests: The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes

("voting interests") is equal to the total number of Lots. The vote of a Lot is not divisible. The right to vote may not be denied because of assessments which are delinquent in excess of ninety (90) days. If one natural person owns a Lot, individually or as trustee, his right to vote shall be established by the record title to the Lot. If two or more persons own a Lot jointly, that Lot's vote may be cast by any of the Owners. If two or more Owners of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the Owner of a Lot is a corporation, the president or vice-president of the corporation may cast the vote of that Lot. If a Lot is owned by a partnership, any general partner may cast its vote.

Those owners who purchase an adjoining Lot shall be entitled to only one vote for the two Lots so long as there is only one (1) dwelling located on the two Lots. In the event a second structure is built on an adjoining Lot owned by the same Lot Owner, each Lot shall be allocated one vote.

Section 8. Voting: The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes, except where otherwise provided by law, the Declarations, the Articles or these Bylaws.

Section 9. Proxies: Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be members, or spouses of members.

An executed photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy for voting purposes. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

Section 10. Adjourned Meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 11. Order of Business: If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);

(c) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the Owners represented in person, by proxy;

(d) Proof of notice of the meeting or waiver of notice;

(e) Reading and disposal of any unapproved minutes;

(f) Reports of officers;

(g) Reports of committees;

(h) Call for final balloting on election of directors and close of balloting;

(i) Appointment of inspectors of election; Election of directors;

(k) Unfinished business;

(l) New business;

(m) Adjournment.

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

Section 12. Minutes of Meeting: The minutes of all meetings of Owners shall be kept available for inspection by Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

Section 13. Action Without a Meeting: Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each Owner that explains the proposed action, The communication shall include a form of consent to permit each Owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in

writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

Section 14. Approval or Disapproval of Matters: Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Section 7 above, unless the joinder of all Owners is specifically required.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Number, Qualifications and Term of Office: The business and affairs of the corporation shall be managed by a board of at least three directors. The exact number of directors shall be determined from time to time by the Board of Directors. The terms of a five (5) member Board of Directors shall be staggered with three (3) directors elected in odd-numbered years and two (2) directors elected in even-numbered years. All directors shall serve two-year terms; provided, however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one-year term to one or more director positions, if necessary, to reimplement a scheme of staggering the Board to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.

Section 2. Vacancies and Recall: If the office of any director becomes vacant for any reason, a successor shall be elected as follows:

(a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term, unless otherwise provided by law.

(b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled by the members in accordance with the requirements contained in Chapter 720, Florida Statutes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

Section 3. Voting: All action taken by the directors shall be upon a simple majority vote. Directors may not vote by proxy. Directors may vote by secret

ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

Section 4. Qualifications: Every director must be a member or the spouse of a member.

Section 5. Election of Directors: The election of directors shall be held at the annual membership meeting and the following procedures shall apply:

(a) A nominating committee of no fewer than three (3) members may, at the discretion of the Board of Directors, be appointed at least seventy-five days prior to the annual members' meeting. The committee shall nominate at least one person for each director whose term is expiring.

(b) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.

(c) The ballot prepared for the annual meeting shall list all director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.

(d) There shall be no nominations from the floor on the date of the election.

(e) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

(f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting.

Section 6. Organizational Meeting: The organizational meeting of newly elected directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Common Area property at least 48 continuous hours in advance of the meeting.

Section 7. Regular Meetings: Regular meetings of the Board of Directors shall be held at such place and at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all Owners who may participate in accordance with the written policy established by the Board of Directors. Notice of such meetings shall be posted at a designated location on the Common Area property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in

which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular quarterly assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which a special assessment, or at which amendment to rules regarding Lot use, will be considered, shall be mailed or delivered to the Owners and posted at a designated location on the Common Area property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

Section 8. Special Meetings: Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of not less than one-third (1/3) of the directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings.

Section 9. Notice to Board Members; Waiver of Notice: Notice of Board meetings shall be given to Board members personally or by mail, electronic transmission, telephone, telegraph, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 10. Quorum: Except as provided in Article VI hereof, a quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these Bylaws.

Section 11. Adjourned Meetings: If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Presiding Officer: The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

Section 13. Order of Business: If a quorum has been attained, the order of business at directors' meetings shall be:

- (a) Proof of due notice of meeting;

- (b) Reading and disposal of any unapproved minutes;
- (c) Report of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

Section 14. Minutes of Meetings: The minutes of all meetings of the Board of Directors shall be kept available for inspection by Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

Section 15. Committees: The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

Any committee authorized to take final action regarding the expenditure of Association funds or which is vested with the power to approve or disapprove architectural decisions with respect to a specific Lot, shall conduct its affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

ARTICLE V. POWERS AND DUTIES

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Subdivision and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Owners. Such powers and duties of the Board of Directors shall include the following:

- (a) Operating and maintaining the Common Area and Association Property.
- (b) Determining the common expenses required for the operation of the Subdivision and the Association.

(c) Collecting the assessments for common expenses from Owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Area.

(e) Adopting and amending rules and regulations concerning the operation and use of the Common Area property.

(f) Maintaining accounts at depositories on behalf of the Association.

(g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.

(h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired, and subleasing Lots leased, by the Association, or its designee.

(j) Obtaining and reviewing insurance for the Common Area property.

(k) Making repairs, additions and improvements to, or alterations of, the Common Area property, and repairs to and restoration of the Common Area property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Subdivision.

(m) Levying fines against Owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants at the Subdivision. The Board of Directors may levy a fine against an Owner, not to exceed the maximum amount permitted by law, for each violation by the Owner, or his or her tenants, guests or visitors, of the Declaration, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board, none of whom may then be serving as directors. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied. No fine may become a lien on the Lot.

(n) Purchasing or leasing Lots for use by resident superintendents, managers or other similar persons.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Area or the acquisition of property, and granting mortgages and/or security interests in Association owned property. If any sum borrowed by the Board of Directors on behalf of the Subdivision pursuant to the authority contained in this subparagraph is not repaid by the Association, an Owner who pays to the creditor such portion thereof as his or her interest in the Common Area bears to the interest of all the Owners in the Common Area shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Lot.

(p) Contracting for the management and maintenance of the Subdivision property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Subdivision documents and the Homeowners Association Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

All contracts for the purchase, lease or rental of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding ten percent (10%) of the total annual budget of the Association, including reserves (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the

result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

(q) At its discretion, authorizing Owners or other persons to use portions of the Common Area for private parties and gatherings and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Homeowners Association Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Lots, not to exceed the maximum amount permitted by law in any one case.

(t) Adopting hurricane shutter specifications for the Subdivision, which shall include color, style, and other factors, deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

(u) Convey a portion of the Common Area to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

ARTICLE VI. EMERGENCY BOARD POWERS

In the event of any "emergency" as defined in Section (g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

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

(d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind

the Association, and shall have the rebuttable presumption of being reasonable and necessary.

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

(f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(g) For purposes of this Section only, an "emergency" exists only during a period of time that the Subdivision, or the immediate geographic area in which the Subdivision is located, is subjected to:

(1) a state of emergency declared by local civil or law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) federal or state "disaster area" status; or

(5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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

ARTICLE VII. OFFICERS, AGENTS AND EMPLOYEES

Section 1. Officers: The executive officers of this corporation shall be chosen by the Board of Directors and shall consist of a President, Vice-President, Secretary and Treasurer (all of whom must be directors). A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. Other officers, assistant officers, agents and employees that the Board of Directors may from time to time deem necessary, may be elected by the Board or be appointed in a manner prescribed by the Board.

Section 2. Vacancies: When a vacancy occurs in one of the executive offices by death, resignation or otherwise, it shall be filled by the Board of Directors. The officer so selected shall hold office until his successor is chosen and qualified.

Section 3. Removal of Officers and Agents: An officer or agent of the corporation may be removed by the unanimous vote of the Board of Directors whenever in their judgment the best interests of the corporation will be served by the removal.

Section 4. President — Powers and Duties: The President shall be the chief executive officer of the corporation and shall have general supervision of the business of the corporation. He shall preside at all meetings of members and directors and discharge the duties of a presiding officer, shall present at each annual meeting of the members a report of the business of the corporation for the preceding fiscal year and shall perform whatever other duties the Board of Directors may from time to time prescribe.

Section 5. Vice-President - Powers and Duties: The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of vice-president of an association and as may be required by the directors or the President.

Section 6. Secretary - Powers and Duties: The Secretary shall attend all meetings of the Board of Directors and of the members and shall keep or cause to be kept a true and complete records of the proceedings of those meetings. He shall keep the corporate seal of the corporation and, when directed by the Board of Directors, shall affix it to any instrument requiring it. He shall give, or cause to be given, notice of all meetings of the directors or of the members and shall perform whatever additional duties the Board of Directors and the President may from time to time prescribe.

Section 7. Treasurer-Powers and Duties: The Treasurer shall have custody of corporate funds and securities. He shall keep full and accurate accounts of receipts and disbursements and shall deposit all corporate moneys and other valuables in the name and to the credit of the corporation in a depository or depositories designated by the Board of Directors. He shall disburse the funds of the corporation and shall render to the Board of Directors, whenever they may require it, an account of his transactions as Treasurer and of the financial condition of the corporation.

Section 8. Delegation of Duties: Whenever an officer is absent or whenever, for any reason, the Board of Directors may deem it desirable, the Board may delegate the powers and duties of an officer to any other officer or officers or to any director or directors.

Section 9. Compensation: Neither directors nor officers shall receive compensation for their services as such, and the Board of Directors shall be prohibited from employing a director or officer as an employee of the Association, and from contracting with a director or officer for the management of the Subdivision or for any other compensable service.

ARTICLE VIII. RESIGNATIONS

Any director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.

ARTICLE IX. FISCAL MATTERS

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

Section 1. Budget: The Board of Directors shall prepare a proposed budget of common expense for the Subdivision. Copies of the proposed budget, and a notice stating the time, date and place of the Board meeting at which the budget will be finalized, shall be mailed to or served on the Owners of each Lot not less than fourteen (14) days before that meeting. The proposed budget shall be detailed, and shall show the amounts budgeted by income and expense classifications. The budget, including revisions or modifications that may be properly proposed at the Board meeting, must be approved by not less than a majority of the members present, in person or by proxy, at the annual members' meeting. If a membership meeting has been called to adopt the budget and a quorum is not attained, or a substitute budget adopted, the budget adopted by the Board shall go into effect as scheduled.

Section 2. Operating Reserves: The Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

Section 3. Assessments; Installments: Regular annual assessments based on an adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. (The Board may elect to collect assessments quarterly in which event all references to "quarterly" shall be interpreted to read "quarterly"). Written notice of each quarterly installment may be sent to the members at least fifteen (15) days prior to the due date, but failure to send (or receive) the notice does not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an appropriate

adjustment shall be added to or subtracted from each Lot's next due quarterly installment.

Section 4. Special Assessments: Special assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Article IV, Section 7, above; and the notice to the Owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members by crediting future assessments.

Section 5. Community Dock Regular and Special Assessments: The Association shall levy assessments for the improvement, maintenance, repair and replacement of the Community Dock as provided for in the Amended and Restated Declaration of Covenants and Restrictions.

Section 6. 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, except as may otherwise be provided for in the Amended and Restated Declaration of Covenants and Restrictions.

Section 7. Fidelity Bonds: The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a common expense.

Section 8. Financial Reports: In accordance with Section 720.303(7) of the Homeowners Association Act, not later than sixty (60) days after the close of each fiscal year, the Board shall, as a minimal requirement, distribute to the Owners a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, or if required by the membership, may, in its discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be sent to the members within ninety (90) days of the end of the fiscal year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each Owner a notice that a copy of the financial report will be mailed or hand delivered to the Owner, without charge, upon receipt of a written request from the Owner.

Section 9. Depository: The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the directors. All funds shall be maintained separately in the Association's name. Provided, nothing herein shall restrict the Board of

Directors from making prudent investments consistent with their fiduciary duty, which investments do not have to be insured or guaranteed.

Section 10. Execution of Written Instruments: Contracts, deeds, documents and instruments shall be executed by the President under the seal of the corporation affixed and attested by the Secretary or in such manner as prescribed by law.

Section 11. Signing of Checks and Notes: Checks, notes, drafts and demands for money shall be signed by the officer or officers from time to time designated by the Board of Directors.

ARTICLE X. ROSTER OF OWNERS

Each Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

ARTICLE XI. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Homeowners Association or Corporate Acts, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of Owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.

ARTICLE XII. AMENDMENTS

The Bylaws of the Corporation may be made, altered or rescinded in the following manner:

(a) Upon an affirmative vote of not less than three—fourths of the Board of Directors present at a properly called Board Meeting.

(b) Provided however, that the membership may make, alter or rescind the Bylaws and the Board of Directors shall not thereafter adopt any bylaws in conflict with those adopted by the membership. Any change in the Bylaws by the membership may only be made at a duly called meeting after giving all members at least fourteen (14) days written notice of such meeting and the proposed action concerning the Bylaws to be taken at that meeting.

(c) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the President or Vice-President and attested to by the Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate

and a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE XIII. RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of the Common Area and the operation of the Association. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each Owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether or not they are recorded in the public records.

ARTICLE XIV. CONSTRUCTION

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE XV. CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

ARTICLE XVI. MANDATORY MEDIATION OF DISPUTES

Prior to commencing litigation in a Court of law, unresolved disputes between the Board and Owners as defined in Section 720.311, Florida Statutes, must be submitted to mediation as provided in the Homeowners Association Act. This provision shall be in effect only so long as the Homeowners Association Act mandates such proceedings.

ARTICLE XVII. DOCUMENT CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.

ATTEST:

EAGLE POINT CLUB SUBDIVISION
OWNERS' ASSOCIATION, INC.

By: Robert D. Bealke
Secretary

By: W. Arman
President

WITNESSES:

Connie Hooks
Connie Hooks

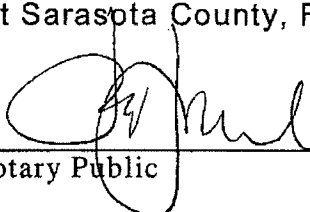
Louis R. Camire
Louis R. Camire

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 Laussman, as President, and Robert D. Bethke, 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 Bylaws on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Amended and Restated Bylaws 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 Sarasota County, Florida this 30th day of July, 2008.

My Commission Expires:



Notary Public

Printed Name of Notary _____
Commission #: _____


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

✓
This instrument prepared by:
Sharon S. Vander Wulp
Attorney at Law
712 Shamrock Blvd.
Venice, FL 34293

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2014082066 2 PG(S)
July 11, 2014 02:23:17 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR EAGLE POINT CLUB

EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC., its address being c/o Keys Caldwell, Inc., 1162 Indian Hills Blvd., Venice, Florida 34293, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Covenants and Restrictions is recorded in Official Records Book 2580, Page 2496, et seq., of the Public Records of Sarasota County, Florida, and as amended. The following amendments to the Declaration of Covenants and Restrictions were submitted to the entire membership of the Association at its meeting called and held on the 5th day of June, 2014, and approved by an affirmative vote of not less than two-thirds (2/3rds) of the members of the Association who cast a vote, in person or by proxy, as required by the Declaration of Covenants and Restrictions.

1. Article 4.26, Leasing, is hereby amended to read as follows:

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)~~ ninety (90) consecutive days, with one lease allowed in each twelve (12) consecutive month period. 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.

2. Article IV, Use Restrictions, by adding Paragraph 4.29, Garage Sales, to read as follows:

4.29. Garage Sales. No garage sales, including, but not limited to moving, estate, tag, boot, yard, or other similar sales or events (singly and collectively ("garage sale")) shall be conducted or permitted upon any Parcel or Lot.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 26th day of June, 2014.

ATTEST:

EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC.

By: [Signature]
Thomas Grossman, Secretary

By: [Signature]
Leroy Thomas, President

WITNESSES:

[Signature]
Printed Name Mark Reese

[Signature]
Printed Name: Warren O. Wood

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 LEROY THOMAS, as President and THOMAS GROSSMAN, 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 Certificate of Amendment to the 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 Certificate of Amendment to the 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 Sarasota County, Florida this 26th day of June, 2014.

[Signature]
Printed Name of Notary: Jacalyn K Wood
Notary Public
Commission # _____

My Commission Expires:



JACALYN K. WOOD
MY COMMISSION # EE 884310
EXPIRES: April 20, 2017
Bonded Thru Budget Notary Services

This instrument prepared by:
Sharon S. Vander Wulp
Attorney at Law
P.O. Box 1767
Venice, FL 34284-1767

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008114378 23 PGS
2008 AUG 22 12:15 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#1081497

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

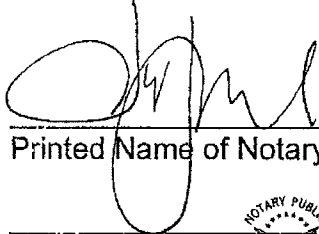
Louis R. Camire
Louis R. Camire

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 Blossman, as President, and Robert N. Betke, 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  JACALYN K. WOOD
MY COMMISSION # DD 415495
EXPIRES: April 20, 2009
Bonded Thru Budget Notary Services

Commission # _____

**THE EAGLE POINT CLUB
SUBDIVISION OWNERS' ASSOCIATION
ARCHITECTURAL REVIEW CRITERIA**

ARCHITECTURAL REVIEW COMMITTEE:

The Architectural Review Committee (ARC) shall be made up of at least three (3) members appointed by the Board Members of The Eagle Point Club Subdivision Owners' Association. It is anticipated that the Developer or the Developers appointees shall serve as the ARC during the commencement of The Eagle Point Club.

The Developer has elected to waive a review fee at this time.

SUBMITTAL DOCUMENTS (two complete sets):

To receive final approval from ARC, certain documentation must be in place for permanent record keeping. In order for a review package to be complete, the following exhibits must be included:

- Lot Survey
- Building Plans
- Site Plan
- Landscape Plan
- Samples
- Application Form

LOT SURVEY:

This document becomes the foundation for the building and landscape plans. The survey must be performed by a licensed surveyor and include the following:

- Boundary Sketch
- Legal Description
- Identify all trees 4" or larger by species and actual size
- Easements and encroachments
- Elevation of the lot

SUMMARY OF ARCHITECTURAL STANDARDS:

Architectural standards are designed to ensure aesthetic harmony and quality of construction within the community. All plans for new construction and modifications must receive prior approval by the ARC.

- Minimum 2,200 square feet of enclosed living area (Sites 1 – 33)
- Minimum 2,000 square feet of enclosed living area (Parcel 34)
- Metal roofing or other as approved by the ARC
- Minimum two car garage with automatic garage door opener
- Driveways shall be shell, stone, brick or concrete
- All construction must be frame and of an Old Florida architectural style or other as approved by The ARC
- Existing structures to be renovated will be given special consideration due to their historic value

BUILDING PLANS:

To avoid any delays, please review building plans to ensure that all of the necessary information is clearly marked:

- Two complete sets of building plans, including elevations
- Label square footage: Living area, garage, porches/decks
- Minimum roof pitch 4:12
- Any changes to exterior appearance must first be approved by the ARC**

SITE PLAN:

The site plan is reviewed to determine the compatibility of the proposed house and site improvements to the community. Remember that any walks, decks, pools or privacy walls must be indicated to obtain approval.

Minimum documentation includes:

- Location of house
- Finished floor elevation
- All drives, walks, decks, fencing, pool
- Existing trees, marked to save and to remove
- Utility lines
- Dimensions of all improvements and set backs
- Scale 1" = 20' minimum

Any changes to approved plan must be approved by ARC

LANDSCAPE PLAN:

The landscape plan will be reviewed for aesthetic value and keeping with the landscape statement of the community as a whole. The plan must detail all areas of the homesite as follows:

1. Scale 1" = 20' minimum
2. Plans to indicate existing vegetation, new plantings and site improvements (ie walks, walls, pools, site furniture etc)
3. Streetscape requirement of one boulevard tree for every 40' of street frontage. Boulevard trees shall be either East Palatka Holly or Oak
4. Minimum 4 trees: 4" caliper, 10' – 12' Oak, 2 sabal palms equal one required tree. Boulevard trees are not part of the minimum requirement
5. Screening is required around air conditioning equipment, either fencing or plant materials
6. Selection of plant materials should take into consideration maintenance and water requirements
7. Eagle Point street light to be purchased and installed by homeowner
8. Underground irrigation system
9. Plant list to include plant name and size at installation

COLOR SAMPLES:

It is essential all color samples be included with the original application. This includes colors and/or finishes of all exterior materials. ARC keeps samples of metals roof on file, if another roof material is proposed, a sample must be submitted.

APPLICATION FORM:

Available at The Eagle Point Club development office. Must include all requested information, no 'refer to plans' will be accepted

EAGLE POINT CLUB
CLUB HOUSE RULES AND RATES 2018

Reservations and activities in the clubhouse must be sponsored by a homeowner.

The use of the DOWNSTAIRS Clubhouse is for a reserved event. (6 hours only unless approved by Laurie)

The fee for the use of the DOWNSTAIRS Clubhouse is \$4 per head.

Reservations and questions are handled by Laurie Stottlemeyer 941-234-5695 or lstott@aol.com

Please make checks payable to EPCSOA. **NO CASH PLEASE!** Envelopes are on the desk in the living room.

Use of the Club House should be within reasonable hours in order to respect other residents. Loud music must be stopped or lowered after 11 pm.

Please do not park in front of the clubhouse. Use the parking areas

No pets are allowed.

Fireplaces are non-working. They may NOT be used.

The upstairs rooms in the Club House can only be used by reservation and will incur the normal donation.

Activities are to be confined to the Club House and its surrounding grounds. (Smoking is not permitted in or around the Club House or Cottage)

Decorations, Signs, Etc. should be put up with care! No nails or fasteners or tape that could damage the walls and ceiling are to be used. Existing pictures and wall hangings should not be removed.

There should be no stovetop cooking or frying. Only the oven for baking, the microwave, coffee pot and refrigerator should be used.

Please leave the clubhouse the way you found it. What you bring in should also be taken out. All tables and chairs should be returned to their original position. If you use EPC Linens, glassware, dishes or silverware, please clean and return. Tables are to be wiped, floor swept or vacuumed, kitchen cleaned. An additional cleaning fee of \$75.00 could apply if the clubhouse is not left as you found it.

The sponsoring home owner is responsible to make sure that absolutely no food or beverages should be left in the refrigerator. Refrigerator shelves should be wiped clean.

The sponsoring homeowner is responsible for trash removal. It should be brought to your own home and put out with your own trash. Do not leave trash in the Club House. Please make sure to return the trash receptacles to their proper place.

****PLEASE NOTE EPC FUNCTIONS RULES MAY VARY**

Revised December 2018

**EAGLE POINT CLUB RENTAL OF
GUEST COTTAGE and UPSTAIRS CLUBHOUSE RULES AND RATES**

The donation for use of the Guest Cottage as well as the Club House **Upstairs** is **\$100 per night** with a maximum of **\$650 per week (7 nights)**, a savings of \$50.00. **When renting the UPSTAIRS bedrooms of the clubhouse or the cottage the downstairs areas are not included.**

Addressed envelopes for payment are available at the Club House desk as well as the cottage bulletin board.

PAYMENT IS DUE UPON DEPARTURE please note: Payments should be made by **CHECK PAYABLE TO EPCSOA - NO CASH PLEASE**

Use of guest facilities must be sponsored by a homeowner who is responsible for guests' use while here and any unpaid charges.

The calendar is posted on the kiosk for the current month as well as the following three months. Once the calendar is posted, you may make reservations by contacting Laurie Stottlemyer at 234-5695 or lstott@aol.com. Please check the bulletin board for availability before calling Laurie. If Laurie is out of town, a back-up person will be posted on the bulletin board. The calendar is updated as needed.

Reservations are made on a first-come basis **four months prior** to your reservation.

Cancellations should be made as soon as possible so another neighbor may be able to re-book.

There is a 14-day maximum stay for both the Guest Cottage and the Club House Upstairs. That may be extended if no conflicts arise.

Parking for the Cottage may be in front of the Cottage or in the parking areas. Parking for the Clubhouse is in the parking areas.

The homeowner is responsible for checking that everything is in working order before their guests arrive. Please contact Laurie to report any problems.

Please have your guests leave beds unmade and towels hanging in the bathrooms.

After guests leave the homeowner is responsible for all trash removal (including any food or refrigerated items). It should be brought to your own home and put out with your own trash. Do not leave trash in the Cottage or Club House. Please make sure to return the trash receptacles to their proper place after pickup.

Homeowners should check to make sure their guests have removed all their belongings. They will be discarded if left behind. Absolutely no food or beverages should be left in the refrigerator.

Smoking is never permitted in either the Guest Cottage or the Club House or patio areas.

**A bike rack is provided in between the Clubhouse and Cottage for your guests use ore they can use your home. There are NO BIKES permitted on the screened patio of the cottage.

PETS are not allowed

Fireplaces are non-working - they may **not** be used.

Check-in time is 3 p.m. Checkout time is 11:00

Revised December 2018

Disaster Plan

Designed for

EAGLE POINT CLUB



Date: 12-1-2017

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Saffir-Simpson Hurricane Wind Scale

The Saffir-Simpson Hurricane Wind Scale is a 1 to 5 rating based on a hurricane's sustained wind speed. This scale estimates potential property damage. Hurricanes reaching Category 3 and higher are considered major hurricanes because of their potential for significant loss of life and damage. Category 1 and 2 storms are still dangerous, however, and require preventative measures. In the western North Pacific, the term "super typhoon" is used for tropical cyclones with sustained winds exceeding 150 mph.

Category Sustained Winds Types of Damage Due to Hurricane Winds

Cat 1 74-95 mph 119-153 km/h Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.

Cat 2 96-110 mph 154-177 km/h Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.

Cat 3 (major) 111-129 mph 178-208 km/h Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.

Cat 4 (major) 130-156 mph 209-251 km/h Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

Cat 5 (major) 157 mph or higher 252 km/h or higher Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

EPC Homeowner Disaster Plan

Purpose

The EPC Disaster Plan is a step-by-step plan for our neighborhood to develop as a prudent measure, and follow in the event of a community disaster. The plan details the necessary supplies each homeowner should have on hand, provides a timeline for tasks to be carried out in the hours/days before a disaster strikes, describes the roles and responsibilities of neighbors charged with implementing the plan, and describes activities to be conducted after a disaster.

This plan is to be reviewed annually by the Eagle Point Club Homeowners Association and updated, as needed.

Personal Preparedness

In the event of a community disaster, emergency workers may not be able to respond to residents' needs for weeks. Each homeowner should prepare for a disaster by assembling the following supplies to last up to five days:

- Water – one gallon per person per day
- Batteries – for flashlights, cameras, radios, portable televisions, solar chargers
- Fuel – for cars, chainsaws, riding mowers, generators
- Cash – as ATMs, banks, and stores may not have electricity to accept credit cards
- Medications and prescription drugs
- Nonperishable food, non-electric can opener
- First Aid kit, safety matches, lighters, flash lights
- Tools such as chainsaw, hammer, nails, crowbars
- Coolers for ice and food
- Food and supplies and cages for pets
- Emergency and family/neighbor phone numbers
- Toiletries, including toilet paper

- Trash bags & paper towels
- Camera
- Chairs, pillows, blankets
- Maps of evacuation routes/local shelters
- Hurricane rated system for windows and garage doors
- Charcoal/propane for grills
- Spray paint
- Tarps and duct tape and twine
- Necessary important personal papers/identification
- Cell phone with solar charger
- Sanitizers and Disinfectants

CERT Pre-Event Planning

CERT (Community Emergency Response Team) is a nationwide program that organizes a community in case of a community wide disaster. Not only do we need to protect our homes but we must also coordinate the Common areas.

Boat House and Dock – Boats secure and furniture stored

Irrigation System – Shutdown all systems and shut off pump

Tennis Court – Remove wind screens and net. Store all items

Grounds Clean up – Get road open for emergency equipment

Eagle Point is divided into two zones. To see your zone please refer to the zone map. The Zone Captains who will act as liaison to the Incident Commander. The Incident Commander will ensure residents have a disaster plan enacted, and that communication to the zone and emergency personnel is prepared. The zone organizational chart is on page 8.

In the event of a disaster (hurricane/wildfire/tornado, etc.) the Incident Commander will contact the Zone Captains to conduct a meeting to update on latest available information. The Zone Captains will then contact homeowners to confirm they are prepared. Additionally, Zone Captains will notify the Incident Commander of homeowner availability, large animals, and equipment availability.

Homeowners will:

- Ensure property is secure

- Secure food/water/supplies
- Notify Captain if staying or evacuating by phone or Email
- Notify Captain of new emergency equipment available not listed on the Disaster Preparation Survey
- Notify Captain if you will have guests staying in your home
- Ensure they are personally prepared

Captains will:

- Keep record of homeowners availability
- Gain volunteers to assist those needing assistance to secure residence

Incident Commander will:

- Keep in constant viewing of local radio/TV for weather updates and communicate by phone and/ or Email to zone captains as events and conditions change
- Ensure Zone Captains have confirmed that homeowners have enacted their Disaster Plans, and their personal kits are ready

CERT Pre-Event Planning Timeline

72 hours prior:

- Monitor impending situation
- Review personal availability and preparedness

60 – 72 hours prior:

- Begin securing your home and pets
- Gather supplies to a central location for your evacuation if needed
- Consider options to evacuate
- Activate personal preparedness plan

36 hours prior:

- Secure outside objects and vehicles
- Ensure you have food, fuel, medications, water and cash

24 hours prior:

- If you have not evacuated, secure a room in your home to use as a safe room

During the Event

All residents will ensure they and their families are safe and secure during the onset of the disaster. Sarasota County Emergency Personnel will not respond until winds are less than 45 miles per hour. However, if there is an emergency such as an injury or fire, call 911. (if available)

DO NOT call 911 for weather information. 911 is for emergencies

After the Event

- Find water at Clubhouse or designated Command Center, if needed
- Find the first aid station at Clubhouse or designated Command Center
- Spray paint address on street, if sign is absent
- Contact Zone Captain for instructions
- Care for sick and injured
- Place green ribbon around tree / lamp post to signal “ok” - ribbon provided
- Assess and document property for your damage

Captains Will:

- Attempt to contact homeowners to collate damage reports
- Attempt damage assessment of zone
- Contact Incident Commander with resident damage information
- Assist residents in getting information and supplies to Command Center

Incident Commander will:

- Implement CERT Disaster Plan
- Keep record of injured – call 911 if necessary
- Keep record of damages
- Coordinate getting water and supplies to zones if needed

DANGERS

A. Snakes

B. Power lines down

C. Insects & critters Be especially aware of floating fire ants. They be in a bunch!

D. Downed trees

E. Wild and displaced animals. May be in packs.

EPC CERT PERSONEL ASSIGNMENTS

INCIDENT COMMANDER

Skip Thomas - Incident Commander
- **Documentation**

OPERATIONS

Bob Bethke - Section Chief

Linda Thomas - Documentation

LOGISTICS - Supplies

Beth Anderson - Section Chief
- **CERT Van**

Margret Cook - Food and water

Ron Cook - Equipment manager

Roger Hart - Boat dock

CAPTAIN # 1

Bill Walker - Team Leader

- **Documentation & Nurse**

- **Search & Rescue**

- **Search & Rescue**

- **Search & Rescue**

CAPTAIN # 2

Mack Wilcox - Team Leader #2

- **Documentation**

Manny Guerro - Search & Rescue

- **Search & Rescue**

- **Search & Rescue**

- **Search & Rescue**

SECURITY

Bill Thompson - Strike Team Leader

- **Documentation**

Dick Lientz – Perimeter

Wayne Roberts – Perimeter

Bob Mc Phearson – Perimeter

MEDICAL AID STRIKE TEAM

Dr. Molly Grossman – Medical Team Leader

Mary Wright – Documentation

Dr. Clark Wright – Triage Doctor

Dr. Jim White – Triage Doctor

Judy Wilcox – Nurse

Nancy White – Nurse

Highlighted – CERT trained personnel

Neighborhood Phone Numbers

Hospital: Venice Regional - 941-485-7711

Garbage & Water: City of Venice – 941-480-3333

Florida Power & Light - 800-468-8243

American Red Cross - 941-379-9300

Salvation Army - 941-484-6227

Roberts Insurance Agency: Blake Roberts – 941-485-5686

Habitat for Humanity – 941-493-6606

Eagle Point Address _____

Disaster Preparation Survey

EAGLE POINT CLUB

Contact Information

Name _____ Date _____
E-mail address _____ Home Phone _____ Cell Phone _____
Emergency Contact _____ Emergency Contact Phone _____
Number of adults in home _____ Number of children in home _____
Are you a year-round resident (Y/N)? _____ If not, what months are you away? _____
Neighbor who has your key? _____ Address and Phone _____

EPC Programs and Concerns

Do you have any special medical needs (e.g., oxygen, wheelchair, etc.) ___ Yes ___ No If yes, please explain: _____
Do you have any property issues (e.g., flooding, etc.)? Yes ___ No ___ If yes explain: _____
If you are out of town do you have someone designated to prepare your home for a hurricane?
___ Yes ___ No If not you must find someone to prepare your home.
Are you interested in CERT (Community Emergency Response Team) training? ___ Yes ___ No
Will you provide emergency, temporary housing for a neighbor of a destroyed house? ___ Yes ___ No
Are you willing to be a distribution point for water and/or fuel, or to have your property serve as a location for a first aid station within your zone? ___ Yes ___ No

Pets and Large Animals

Number of dogs _____ Number of cats _____
Other (please specify Number and type) _____
Are you willing to temporarily house loose animals on your property? ___ Yes ___ No

Are You Willing To Volunteer for Community Incident Command System

Please check if interested

- Search & Rescue (Need 6)
- Documentation recorder (Need 2)

Please check all skills, services or equipment you are willing to share or can assist with:

<p>Equipment & Supplies</p> <p>TRANSPORTATION</p> <p><input type="checkbox"/> Mini/Maxi van</p> <p><input type="checkbox"/> ATV</p> <p><input type="checkbox"/> 4wd vehicle</p> <p><input type="checkbox"/> Flat bed trailer</p> <p><input type="checkbox"/> Golf Cart</p> <p>EQUIPMENT/FACILITIES</p> <p><input type="checkbox"/> Backhoe</p> <p><input type="checkbox"/> Gas-powered chainsaw</p> <p><input type="checkbox"/> Generator</p> <p><input type="checkbox"/> Other: _____</p> <hr/> <p>COMMUNICATIONS</p> <p><input type="checkbox"/> CB or ham operator</p> <p><input type="checkbox"/> Satellite phone</p> <p># _____</p> <p><input type="checkbox"/> Battery operated walkie-talkie</p> <hr/>

<p>Skills</p> <p>MEDICAL</p> <p><input type="checkbox"/> Doctor</p> <p><input type="checkbox"/> Nurse</p> <p><input type="checkbox"/> Emergency Medical Cert.</p> <p><input type="checkbox"/> Mental Health Counsel</p> <p><input type="checkbox"/> Veterinarian/Vet Tech</p> <hr/> <p>CONSTRUCTION</p> <p><input type="checkbox"/> Damage assessment</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Plumbing</p> <p><input type="checkbox"/> Electrical</p> <hr/> <p>OTHER</p> <p><input type="checkbox"/> Fire suppression</p> <p><input type="checkbox"/> Search & Rescue</p> <p><input type="checkbox"/> SECURITY</p>

<p>Assist With</p> <p><input type="checkbox"/> Child care</p> <p><input type="checkbox"/> Search and rescue</p> <p><input type="checkbox"/> Crime watch</p> <p><input type="checkbox"/> Traffic control</p> <p><input type="checkbox"/> Animal rescue/care</p> <p><input type="checkbox"/> Brush/debris clearing</p> <p>Animal Facilities</p> <p><input type="checkbox"/> Portable pens/fencing</p> <p><input type="checkbox"/> Dog crates/carriers</p> <p><input type="checkbox"/> Other _____</p>

PLEASE RETURN THIS COMPLETED QUESTIONNAIRE TO SKIP THOMAS
