

3150994 OR: 3246 PG: 3293

**RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
03/24/2003 at 03:01PM DWIGHT H. BROCK, CLERK
REC FEE 303.00**

**Retn:
ROBERT F ROGERS
75 VINEYARDS BLVD
NAPLES FL 34119**

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
VENEZIA GRANDE ESTATES**

**Prepared By:
Robert F. Rogers, Esq.
75 Vineyards Boulevard
Naples, Florida 34119**

TABLE OF CONTENTS

ARTICLE I INTENT OF DECLARATION 1

ARTICLE II DEFINITIONS.....2

- Venezia Grande Estates and Venezia Grande Estates at the Vineyards..... 2
- Area of Common Responsibility 2
- Articles.....2
- Assessments2
- Base Assessment2
- Board of Directors or Board.....2
- Common Areas2
- Community Wide Standards2
- County2
- Declarant2
- Declaration or Venezia Grande Estates Declaration3
- Director3
- Eligible Holder3
- Governing Documents.....3
- Individual Assessment3
- Institutional Mortgagee3
- Master Association3
- Master Community Documents.....3
- Master Declaration3
- Members3
- Merchant Builder4
- New Construction Committee or Committee4
- Owner4
- Property or Properties4
- Special Assessments4
- Streets4
- Supplement4
- Units4
- Vineyards.....4
- Venezia Grande Estates Homeowners' Association4
- Venezia Grande Estates Documents5
- Venezia Grande Estates Expenses.....5
- Venezia Grande Estates Representative5
- Venezia Grande Estates Standards5

ARTICLE III GENERAL PLAN FOR DEVELOPMENT OF VENZIA GRANDE PROPERTY; SUPPLEMENT 5

- 3.01 Plan for Development5
- 3.02 Property5
- 3.03 Supplements.....6

ARTICLE IV LAND USE WITHIN VENEZIA GRANDE ESTATES AND COMMON AREAS 6

- 4.01 Land Use within Venezia Grande Estates6
- 4.02 Common Areas6

ARTICLE V	MEMBERSHIP AND VOTING RIGHTS	7
5.01	Membership	7
5.02	Voting	7
5.03	Declarant Director and Veto Rights	7
5.04	Neighborhood Representative	8
ARTICLE VI	MAINTENANCE	8
6.01	Venezia Grande Estates Homeowners' Association Responsibility	8
6.02	Cooperation with Master Association	9
6.03	Entry Rights and Liability	9
6.04	Owner's Responsibility	9
6.05	Rules and Regulations	9
6.06	Implied Rights	9
ARTICLE VII	EASEMENTS AND OTHER RIGHTS	10
7.01	Easements to Use Common Areas	10
7.02	Easements for Utilities, Etc.	10
7.03	Easement for Encroachment and Overhang	10
7.04	Additional Easements	10
ARTICLE VIII	INSURANCE AND CASUALTY LOSSES	10
8.01	Insurance	10
8.02	Duty to Maintain Fidelity Insurance	11
8.03	Duty to Maintain Officers' and Directors' Personal Liability Insurance	11
8.04	Duty to Maintain Workers' Compensation Insurance	11
8.05	Other Insurance	11
8.06	Individual Insurance	11
8.07	Damage and Destruction	12
8.08	Disbursement of Proceeds	12
8.09	Insufficient Proceeds	12
ARTICLE IX	ASSESSMENTS	12
9.01	Affirmative Covenant to Pay Assessments	12
9.02	Creation of Base Assessments	12
9.03	Payment of Base Assessments	13
9.04	Computation of Base Assessments	13
9.05	Special Assessments	13
9.06	Individual Assessments	13
9.07	Declarant's Obligation for Assessments	13
9.08	Establishment of Lien	14
9.09	Reserve Budget and Capital Contribution	14
9.10	Date of Commencement of Assessments	14
9.11	Statement of Status of Assessments	14
9.12	Exempt Property	15
9.13	Assessments Levied by the Master Association	15

ARTICLE X	VENEZIA GRANDE ESTATES AREA USE RESTRICTIONS	15
10.01	Minimum Square Footage/Three Car Garages	15
10.02	Partition Units	15
10.03	Compliance with Insurance Requirements	16
10.04	Damage or Destruction	16
10.05	Abandoned, Inoperable, Commercial or Oversized Vehicles	16
10.06	Trash	16
10.07	Construction Regulations of the Venezia Grande Estates Design Review Criteria	17
10.08	Compliance with Laws	17
10.09	Annoying Lights, Sounds or Odors	17
10.10	Pools	17
10.11	Fences	17
10.12	Playground and Basketball Equipment	17
10.13	Window Coverings	17
10.14	Nuisance	17
10.15	Leasing	17
10.16	Hazardous Materials	18
10.17	Signs	18
10.18	Wells	18
10.19	Pets and Animals	18
ARTICLE XI	NEW CONSTRUCTION COMMITTEE	18
11.01	Membership	18
11.02	Purpose	18
11.03	Organization and Operation of Committee	19
11.04	Expenses	19
11.05	Variances	19
11.06	Limitation of Liability	19
11.07	Approval Required	20
11.08	Removal of Non-Conforming Improvements	20
11.09	Compliance	20
ARTICLE XII	GENERAL PROVISIONS	20
12.01	Term	20
12.02	Amendment	20
12.03	Severability	21
12.04	Perpetuities	21
12.05	Independent Builders	21
12.06	Litigation	21
ARTICLE XIII	MORTGAGE RIGHTS	21
13.01	General	21
13.02	Notices of Action	21
13.03	Eligible Holders' Approval of Amendments to Documents	22
13.04	Other Approval Requirements	22
13.05	Approval Deemed Given	22
ARTICLE XIV	SHARED AREAS AND FACILITIES	23
14.01	General	23
14.02	Easements	23
14.03	Expenses	23

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
VENEZIA GRANDE ESTATES
HOMEOWNERS' ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this ____ day of _____, 2003, by **VINEYARDS DEVELOPMENT CORPORATION**, a Florida Corporation, hereinafter referred to as **Declarant**, joined by **VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation.

BACKGROUND

- A. Definitions are set forth in Article II.
- B. Declarant intends, but is not obligated, to develop Venezia Grande Estates, according to the Plat thereof recorded in Plat Book ____ at Page ____ of the Public Records of Collier County, Florida, herein referred to as Venezia Grande Estates or the Property located within the Vineyards subdivision.
- C. Venezia Grande Estates is subject to the Master Declaration of the Vineyards, recorded in OR Book 1284, Page 1938, as amended and restated in OR Book 1763, Page 1228, Public Records of Collier County, Florida and all amendments thereto. The Master Declaration is enforced by the Master Association. Each owner of a unit or lot in the Vineyards is a member of the Master Association.
- D. Declarant is the equitable owner of real property as described in Exhibit A attached hereto and made a part hereof, hereinafter referred to as the Property, and anticipates that it will improve the Property in the future.
- E. In addition to the Master Declaration and Master Association, other covenants and restrictions, and other associations may be imposed on a neighborhood by Declarant.
- F. Venezia Grande Estates will be encumbered by both the Master Declaration and this Declaration and will be governed by both the Master Association and the Venezia Grande Estates Homeowners' Association.

STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Declarant declares that the Property and any and all additional property which is hereinafter subjected to this Declaration shall be held, transferred, sold and conveyed subject to the following covenants, conditions, restrictions and easements set forth in this Declaration, which shall run with the Property, be part of the Property and inure to the benefit of, and be enforceable by, each Owner and their successors in title.

**ARTICLE I
INTENT OF DECLARATION**

This Declaration shall be binding on the Property.

This Declaration is intended to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property by imposing mutually beneficial covenants, conditions, restrictions and easements on the Property. This Declaration provides a reasonable and flexible procedure for the overall

development of the Property and establishes a method of administration, maintenance, preservation, use and enjoyment of the Property.

The Property will be developed in accordance with all applicable approvals granted by the P.U.D. Agreement for the Vineyards, the development orders and all permits and other approvals for the Property and the Vineyards, as the same may exist from time to time.

ARTICLE II DEFINITIONS

2.01 "Venezia Grande Estates" and "Venezia Grande Estates at the Vineyards" shall mean the same as Venezia Grande Estates and refer to the neighborhood constructed on the Property, including but not limited to the Units and Common Area.

2.02 "Area of Common Responsibility" shall mean and refer to the Common Areas together with those areas which by the terms of this Declaration are the maintenance responsibility of the Venezia Grande Estates Homeowners' Association, including without limitation maintenance of the exterior of Units. The Areas of Common Responsibility shall also include those areas, if any, which are to be maintained by the Venezia Grande Estates Homeowners' Association pursuant to a contract entered into by the Venezia Grande Estates Homeowners' Association and a third party.

2.03 "Articles" shall mean and refer to the Articles of Incorporation of Venezia Grande Estates Homeowners' Association, Inc. which are filed with the Secretary of State of Florida, as same may be amended from time to time.

2.04 "Assessments" shall mean Base, Special and Individual Assessments, collectively.

2.05 "Base Assessment" shall mean and refer to assessments levied in accordance with Section 9.02 of this Declaration.

2.06 "Board of Directors" or "Board" shall mean and refer to the governing body of the Venezia Grande Estates Homeowners' Association.

2.07 "Common Areas" shall mean and refer to those areas of land shown on any plat of Venezia Grande Estates which are dedicated to or owned by the Venezia Grande Estates Homeowners' Association, or any other property which is dedicated, conveyed, leased or licensed to the Association, and which are intended to be devoted to the common use and enjoyment of Members. Common Area may be dedicated by Supplement. The term "Common Area" shall also include any personal property acquired by the Venezia Grande Estates Homeowners' Association if said property is designated as Common Area in the bill of sale or instrument transferring same or subsequently declared by the Association or the Declarant to be Common Area. Any land or personal property leased by the Association shall lose its character as Common Area upon the expiration of such lease. Common Areas shall include, but not be limited to, streets, perimeter walls and entry features.

2.08 "Community Wide Standards" shall mean the standards of conduct, maintenance or other activity generally prevailing through the Vineyards. Such standards may be more specifically determined pursuant to the Master Community Documents.

2.09 "County" shall mean Collier County, Florida.

2.10 "Declarant" shall mean and refer to Vineyards Development Corporation, a Florida Corporation, and its successors in interest. A person or entity other than the Vineyards Development Corporation, shall be deemed a successor in interest of the Declarant only if specifically so designated in a

duly recorded supplemental declaration, which supplemental Declaration shall specifically state that the rights of the said Vineyards Development Corporation under the aforementioned Agreement have expired, and shall be deemed a successor in interest of Declarant only as to the particular rights or interest specifically designated in the recorded Supplement.

2.11 **"Declaration" or "Venezia Grande Estates Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions for Venezia Grande Estates.

2.12 **"Director"** shall mean a member of the Board of Directors elected or designated as such in the Articles or By-Laws.

2.13 **"Eligible Holder"** is defined in Section 13.2 hereof.

2.14 **"Governing Documents"** shall mean and refer to the Master Community Documents and the Venezia Grande Estates Documents.

2.15 **"Individual Assessment"** shall mean an assessment levied in accordance with Section 9.06 of this Declaration.

2.16 **"Institutional Mortgagee"** shall mean (a) any generally recognized lending institution having a first mortgage lien upon a Unit in Venezia Grande Estates including, but not limited to, any of the following institutions: a Federal or state savings and loan or building and loan association; a national, state or other bank or real estate investment trust; a mortgage banking company doing business in the State of Florida; a life insurance company; or a subsidiary of a holding company owning any of the foregoing; or (b) any secondary mortgage market institution including the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA) and Veterans Administration (VA) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Unit; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders, which have loaned money to Declarant to acquire or to construct improvements upon the property in Venezia Grande Estates and who have a mortgage lien or any priority on all or a portion of the property in the Venezia Grande Estates securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Unit; or (e) Declarant.

2.17 **"Master Association"** shall mean and refer to The Vineyards Community Association, Inc., a Florida not-for-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in the Master Community Documents.

2.18 **"Master Community Documents"** shall mean any and all documents, instruments and agreements established by Declarant creating and governing the Vineyards, including, but not limited to, the Master Declaration, the articles of incorporation and By-Laws of the Master Association, Design Standards and Guidelines, Community Wide Standards and any procedures, rules, regulations or policies adopted by the Master Association.

2.19 **"Master Declaration"** shall mean the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Vineyards, recorded in the Public Records of the County and all amendments thereto.

2.20 **"Members"** shall mean and refer to any person or entity holding memberships in the Venezia Grande Estates Homeowners' Association. All Owners of Units shall be Members; provided, however, that there shall be no more than one(1) Membership for each Unit.

2.21 **"Merchant Builder"** shall mean and refer to builders who purchase vacant parcels of land to construct residences thereon and are approved by Declarant.

2.22 **"New Construction Committee" or "Committee"** shall mean the committee formed pursuant to Article XI hereof to maintain the quality and architectural harmony of improvements in Venezia Grande Estates.

2.23 **"Owners"** shall mean and refer to the record Owner(s) of fee simple title in a Unit (including Declarant and any Merchant Builders, but excluding any party holding an interest merely as a security for the performance of an obligation). If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is subject to a written lease with a term in excess of one year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner for purposes of exercising all privileges of membership in the Venezia Grande Estates Homeowners' Association.

2.24 **"Property" or "Properties"** shall mean and refer to Venezia Grande Estates.

2.25 **"Special Assessments"** shall mean an assessment levied in accordance with Section 9.05 of this Declaration.

2.26 **"Streets"** shall mean and refer to any roadway which is constructed by Declarant and dedicated to the Venezia Grande Estates Homeowners' Association; Streets and all median landscaping and specifically surface treatments such as, but not limited to, pavers or stamped concrete shall be Common Area.

2.27 **"Supplement"** shall mean a written amendment or supplement to this Declaration executed by or consented to by Declarant for the purpose of subjecting additional property to this Declaration; or for assigning or designating a portion of the Property for a particular use or value; or for such other purpose or purposes permitted elsewhere in this Declaration to modify these restrictions as they apply to a portion of Venezia Grande Estates; or to impose, expressly or by reference, additional restrictions and obligations on all or any portion of Venezia Grande Estates.

2.28 **"Units"** shall mean a portion of Venezia Grande Estates, whether developed or undeveloped, intended for development, use, and occupancy as residential dwelling units and shall, unless otherwise specified, include within its meaning vacant land intended for development. The term shall include all portions of the lot owned as well as any structure thereon. Each dwelling shall be deemed to be a separate Unit. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for such parcel on the current site plan approved by the Architectural Review Board of the Vineyards and the local governmental entity having jurisdiction of Venezia Grande Estates, until such time as a certificate of occupancy is issued on all or a portion thereof by the local governmental entity having jurisdiction, after which time the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above, and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this Section.

2.29 **"Vineyards"** shall mean the real property which is subject to the Master Declaration pursuant to the terms thereof.

2.30 **"Venezia Grande Estates Homeowners' Association"** shall mean and refer to Venezia Grande Estates Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns by whatever name, charged with the duties and obligations hereinafter set forth and in the Articles of Incorporation and the By-Laws, a copy of the Articles of Incorporation is attached hereto as Exhibit B.

2.31 "Venezia Grande Estates Documents" shall mean, collectively, any and all documents, instruments and agreements governing Venezia Grande Estates, including, but not limited to, the Venezia Grande Estates Declaration, the Articles of Incorporation, By-Laws, Design Standards and Guidelines, the Venezia Grande Estates Design Review Criteria and any procedures, rules, regulations or policies adopted thereunder by which the Venezia Grande Estates Homeowners' Association administers Venezia Grande Estates.

2.32 "Venezia Grande Estates Expenses" shall mean and include those actual estimated common expenses incurred or to be incurred by the Venezia Grande Estates Homeowners' Association to benefit primarily the Owners of Units within Venezia Grande Estates.

2.33 "Venezia Grande Estates Representative" shall mean the individual permitted to vote on behalf of and represent the Members on Master Association matters.

2.34 "Venezia Grande Estates Standards and Guidelines Book," attached as Exhibit C shall mean the standards of conduct, construction, maintenance, architecture, landscaping or other activity generally prevailing throughout Venezia Grande Estates. Such standards may be more specifically determined by the Declarant or by the Board of Directors of the Venezia Grande Estates Homeowners' Association, but shall in no event be less restrictive than the Community Wide Standards.

**ARTICLE III
GENERAL PLAN FOR DEVELOPMENT OF
VENEZIA GRANDE ESTATES PROPERTY; SUPPLEMENTS**

3.01 Plan for Development.

(a) General. Declarant presently plans to develop Venezia Grande Estates as single family homes. Declarant also has the right to develop a portion of Venezia Grande Estates as Common Areas, which may include, without limitation, streets, entry signs, lighting and landscaping. Declarant makes no representations or warranties of any kind or nature that it will construct single family homes or any Common Areas in Venezia Grande Estates. Declarant reserves to itself the right, in its sole discretion, to develop Venezia Grande Estates in any manner it desires, in accordance with the requirements of the Architectural Review Board of the Vineyards and the local governmental entity having jurisdiction of Venezia Grande Estates.

(b) Declaration, Venezia Grande Estates Homeowners' Association. This Declaration is not a declaration of condominium. No portion of Venezia Grande Estates is submitted by this Declaration to the condominium form or ownership. Declarant has caused the Venezia Grande Estates Homeowners' Association to be formed to perform certain administrative and operation functions regarding Venezia Grande Estates as set forth more fully in the Venezia Grande Estates Documents. The Venezia Grande Estates Homeowners' Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes. The expressed intent of the Venezia Grande Estates Documents is that the substantive rights hereunder shall not be affected by legislation subsequent to the date of the execution of the Venezia Grande Estates Documents.

3.02 Property. Declarant shall have the right by supplement to change the use of any portion of Venezia Grande Estates subject only to the approval of the Owners of the Property. Additionally, Declarant reserves the right by supplement to determine that any portion of Venezia Grande Estates is no longer subject to this Declaration, subject only to the consent of the Architectural Review Board of the Vineyards and the local governmental entity having jurisdiction of Venezia Grande Estates; provided, however, that any such withdrawal is not unequivocally contrary to the overall, uniform scheme of development of Venezia Grande Estates. In addition to the initial property subject to this Declaration, any property which Declarant shall acquire within Venezia Grande Estates shall be automatically subject to this Declaration.

3.03 Supplements. Declarant shall have the right, alone and in its sole discretion, to execute and record in the Office of the Clerk of the Circuit Court of the County, a supplement containing provisions which (a) assign a specific use to any portion of Venezia Grande Estates; (b) modify the provisions of this Declaration as they apply to all or any portion of Venezia Grande Estates; (c) create new provisions to this Declaration as they apply to all or any portion of Venezia Grande Estates; (d) withdraw the applicability of any of the provisions of this Declaration; and (e) do anything else permitted by this Declaration.

**ARTICLE IV
LAND USE WITHIN VENEZIA GRANDE ESTATES
AND COMMON AREAS**

4.01 Land Use Within Venezia Grande Estates.

(a) In general, Declarant may, in its sole and absolute discretion, establish any use for the Property consistent with the terms of this Declaration, the Master Declaration, the P.U.D. Agreement covering the Vineyards and applicable governmental orders, approval, permits and regulations. The Property shall be subject to the use restrictions set forth in the Master Declaration and the design standards and guidelines adopted by the New Construction Committee (as defined in the Master Declaration) of the Master Association as the same may be supplemented by additional guidelines and standards adopted by the New Construction Committee (as defined in the Master Declaration) of the Master Association.

(b) Replacements, Repairs and Alterations. All replacements, repairs and other alterations to any of the Units must be consistent with the original design of the Unit, this Declaration and the Master Declaration.

4.02 Common Areas. The Common Areas shall be those areas specifically designated by Declarant as exclusively or primarily for use by Owners. Declarant shall, at any time prior to the termination of its Class B Membership, convey and transfer (or cause to be conveyed or transferred) to the Venezia Grande Estates Homeowners' Association, and the Venezia Grande Estates Homeowners' Association shall accept, all of the Common Area. Certain portions of Venezia Grande Estates may be conveyed to the Master Association as Common Area or Neighborhood Common Area (as those terms are defined in the Master Declaration).

THE VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION SHALL ACCEPT "WHERE IS, AS IS" THE CONVEYANCE OF SUCH COMMON AREA WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREA OR THE DEED TO ANY UNIT, THE VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Venezia Grande Estates Homeowners Association shall be paid for by the Venezia Grande Estates Homeowners' Association.

**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS**

5.01 Membership. Every Owner, Merchant Builder and the Declarant, so long as they own Units, shall be members of the Venezia Grande Estates Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to Assessment by the Venezia Grande Estates Homeowners' Association. Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation, By-Laws, this Declaration and any Supplement.

The Venezia Grande Estates Homeowners' Association shall have two (2) classes of membership: (a) Class "A" Members and (b) Class "B" Members as follows:

(a) Class "A." Class "A" Members shall be all owners of Units within Venezia Grande Estates other than the Class "B" Member.

(b) Class "B." The Class "B" Member shall be the Declarant. The Class "B" Membership shall terminate and be converted to Class "A" Membership on the earlier of (i) the date when the total votes associated with the Class "A" Membership exceed the total votes associated with the Class "B" Membership, (ii) the latest date allowed by law, or (iii) such earlier date as Declarant in its sole discretion establishes by Supplement.

5.02 Voting.

(a) Class "A" Members. Class "A" Members shall be entitled to one (1) vote for each Unit owned by the respective Class "A" Member provided, however, there shall be only one (1) vote per Unit.

(b) Class "B" Member. Class "B" Member shall be entitled to three (3) votes for each Unit owned by the Class "B" Member. After termination of the Class "B" Membership, the Declarant shall be a Class "A" Member entitled to one (1) vote for each Unit owned. So long as Declarant or a Merchant Builder owns one (1) or more Units, Declarant shall have a right to disapprove actions of the Board of Directors and any committee.

(c) Joint Ownership, Corporations. Voting rights may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. In any situation where more than one Person holds an interest in a Unit, the vote for the respective Unit shall be exercised by any such Person; provided, however, the Persons holding the interest in the Unit can notify the Secretary of the Venezia Grande Estates Homeowners' Association, in writing, prior to or during any meeting of the manner in which the vote for the Unit is to be exercised, and, in the absence of such notice, the Unit's vote shall be suspended if more than one Person seeks to exercise it. The voting rights of a Member that is a corporation, partnership or other entity shall be exercised by the individual designee from time to time by the Owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.

5.03 Declarant Director and Veto Rights.

(a) Declarant Director. So long as Declarant or any Merchant Builder owns one (1) or more Units or any portion of Venezia Grande Estates for development or for sale in the ordinary course of business, the Declarant shall be entitled to appoint one (1) additional director to the Board of Directors.

(b) Veto Power. So long as the Declarant is entitled to appoint at least one (1) member to the Board, the Declarant shall have a right to disapprove actions of the Board and any committees as more fully provided in this Section. This right shall be exercisable only by the Declarant, its successors and assigns who specifically take this power in a recorded instrument, or who become a successor Declarant pursuant to a recorded assignment or court order. No action authorized by the Board of Directors or any committee shall

become effective, nor shall any action, policy or program be implemented until ten (10) days following the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, the Declarant may exercise its right to disapprove actions of the Board and any committees and the Venezia Grande Estates Homeowners' Association shall not take any action or implement any policy, program, rule or regulation previously approved by the Venezia Grande Estates Homeowners' Association which the Declarant vetoed.

This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, the Board or the Venezia Grande Estates Homeowners' Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Venezia Grande Estates Homeowners' Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

This Section may not be amended without the express, written consent of the Declarant.

5.04 Neighborhood Representative. As provided in the Master Declaration, voting on Master Association matters will be conducted through the Venezia Grande Estates Homeowners' Association and Members will have no power to vote on Master Association matters other than through the Venezia Grande Estates Homeowners' Association. The Venezia Grande Estates Representative shall, on behalf of Members, cast the votes of Members on Master Association matters. The Venezia Grande Estates Representative shall be the senior officer of the Venezia Grande Estates Homeowners' Association and in his absence the next most senior officer may fulfill the functions of the Venezia Grande Estates Representative. The Venezia Grande Estates Representative shall cast the votes which such representative represents (votes of non-Declarant Members) in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event at least fifty-one percent (51%) of the voting power in attendance at any duly constituted meeting of the Members shall instruct the Venezia Grande Estates Representative as to the manner in which such representative is to vote on any issue, then such representative shall cast all of the voting power of the Members in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor of or in opposition to such issues. The Venezia Grande Estates Representative shall not be entitled to vote on behalf of Units owned by the Declarant. The Declarant, so long as it owns one (1) or more Units, shall be entitled to directly cast votes on behalf of Units which it owns on Master Association matters. The Venezia Grande Estates Representative shall have the authority, but not the obligation, in the Venezia Grande Estates Representative's sole discretion, to call a special meeting of the Members in the manner provided in the By-Laws for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the Members of the Master Association. It shall be conclusively presumed for all purposes of Master Association business that the Venezia Grande Estates Representative in casting votes for the Members has acted within the authority and consent of the Members.

ARTICLE VI MAINTENANCE

6.01 Venezia Grande Estates Homeowners' Association Responsibility.

(a) **General Maintenance.** The Venezia Grande Estates Homeowners' Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Areas of Common Responsibility and keep the Areas of Common Responsibility in good repair and in accordance with the Venezia Grande Estates Standards, Community Wide Standards and Governing Documents. This obligation shall include, without limitation, maintenance, repair and replacement of streets, landscaping and entry features which are Common Area, exterior customary maintenance of all lawns and landscaping on the unit (excluding replacement of sod, annuals, perennials, trees and shrubs), drainage and irrigation facilities, and common street lighting mechanisms.

6.02 Cooperation with Master Association. The Board shall have the power to assist the Master Association in the performance of its duties and obligations under the Master Declaration and shall cooperate with the Master Association so that the Master Association and the Venezia Grande Estates Homeowners' Association can most efficiently and economically provide their respective services to the Owners, if the Venezia Grande Estates Homeowners' Association fails, neglects or is unable to perform a duty or obligation required by the Venezia Grande Estates Documents, including, without limitation, maintenance responsibilities, then the Master Association may, after reasonable notice and an opportunity to cure given to the Venezia Grande Estates Homeowners' Association, perform such duties or obligations until such time as the Venezia Grande Estates Homeowners' Association is able to resume such functions, and charge the Venezia Grande Estates Homeowners' Association a reasonable fee for the performance of such functions and assess the costs thereof against all or the benefited Units.

6.03 Entry Rights and Liability. The Venezia Grande Estates Homeowners' Association and the Master Association, in the event that the Venezia Grande Estates Homeowners' Association fails to do so, shall have the right, but not the obligation, for itself, its designee, or any agent or employee, to enter upon any property within Venezia Grande Estates to carry out the provisions of this Declaration and same shall not constitute a trespass. Neither the Venezia Grande Estates Homeowners' Association nor the Master Association shall be liable for any action taken under this Section and each Owner agrees the Master Association, its officers, directors, agents and employees shall not be liable for any action undertaken pursuant to this Section.

6.04 Owner's Responsibility. Each Owner shall maintain his or her Unit in good repair and in a neat and attractive condition in accordance with the Venezia Grande Estates Standards, the Community Wide Standards and the Governing Documents. No Owner shall take any action which (a) increases the maintenance responsibility of the Venezia Grande Estates Homeowners' Association, (b) causes the Venezia Grande Estates Homeowners' Association's insurance premiums to increase or (c) interferes with the Venezia Grande Estates Homeowners' Association's maintenance or operational responsibilities. If any Owner fails to perform his or her maintenance responsibility in accordance with this Section, the Venezia Grande Estates Homeowners' Association may perform it and assess all costs incurred against the Unit and the Owner thereof as an Individual Assessment. Prior to entry, the Venezia Grande Estates Homeowners' Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency. THE VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION SHALL NOT BE RESPONSIBLE FOR STRUCTURAL REPAIRS TO ANY UNIT.

6.05 Rules and Regulations. The Venezia Grande Estates Homeowners' Association through its Board of Directors may make and enforce reasonable rules and regulations governing Venezia Grande Estates and the use of the Commons Areas (the "Venezia Grande Estates Standards and Guidelines Book"), which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Unit or Units and suspension of the right to vote and the right to use any recreational facilities (if any) on the Common Areas, and exclusion from Venezia Grande Estates of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the By-Laws of the Venezia Grande Estates Homeowners' Association. Fines shall constitute Individual Assessments subject to the lien rights provided in this Declaration.

6.06 Implied Rights. The Venezia Grande Estates Homeowners' Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

**ARTICLE VII
EASEMENTS AND OTHER RIGHTS**

7.01 Easements to Use. All Owners shall have a non-exclusive easement to use and enjoy the Common Areas, subject to the terms of the Governing Documents, including parking and traffic regulations adopted by the Master Association or the Venezia Grande Estates Homeowners' Association, payment of use or access fees or other charges reasonably imposed by the Venezia Grande Estates Homeowners' Association and any restrictions or limitations contained in any instrument conveying such property to the Venezia Grande Estates Homeowners' Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to the Governing Documents. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the lessee of the Unit.

7.02 Easements for Utilities, Etc. There is hereby reserved unto Declarant, so long as the Declarant owns any property within the Vineyards, the Master Association, the Venezia Grande Estates Homeowners' Association and the Designees of each (which may include, without limitation, Collier County, Florida, and any utility company), blanket easements upon, over, across and under all of Venezia Grande Estates for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating and maintaining roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including but not limited to water, sewer, meter boxes, telephones, gas, electricity and irrigation; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit.

7.03 Easement for Encroachment and Overhang. There shall be a reciprocal appurtenant easement for encroachment and overhang between adjacent Units. Such easement shall be for roof overhangs and other improvements which were unintentionally placed or have settled or shifted. The easement shall be for a distance of not more than five (5) feet, as measured from any point on the common boundary between the adjacent Units, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment of anything other than an overhang exist if such encroachment occurred due to willful conduct on the part of an Owner or Merchant Builder.

7.04 Additional Easements. The Declarant and the Board of Directors shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be desirable for the development of Venezia Grande Estates or the Vineyards in general, subject to limitations as to the then existing buildings or other permanent structures or facilities constructed within Venezia Grande Estates.

**ARTICLE VIII
INSURANCE AND CASUALTY LOSSES**

8.01 Insurance. The Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Insurance obtained by the Venezia Grande Estates Homeowners' Association shall at a minimum comply with the requirements of the Master Declaration, including the provisions applicable to policy provision, loss adjustment and all other related subjects. All such policies shall provide for a certificate of insurance to be furnished to the Master Association.

The Board shall also obtain a public liability policy covering the Common Areas and the Venezia Grande Estates Homeowners' Association and its Members for all damage or injury caused by the negligence of the Venezia Grande Estates Homeowners' Association or any of its Members or agents. The public liability policy shall have the liability limits establish by the Board from time to time.

The Board may also obtain such other insurance policies as it deems appropriate, including, without limitation, Directors and Officers liability insurance and fidelity coverage.

8.02 Duty to Maintain Fidelity Insurance. The Venezia Grande Estates Homeowners' Association shall, to the extent available at a reasonable cost, obtain fidelity bonds to protect against dishonest acts on the part of its officers, directors, employees and agents and on the part of all others who handle or are responsible for handling the funds of, or funds administered by, the Venezia Grande Estates Homeowners' Association. In addition, if responsibility for handling funds is delegated to a manager, such bonds shall be required for the manager and its officers, employees and agents. Such fidelity coverage shall name the Venezia Grande Estates Homeowners' Association as an obligee and shall be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Venezia Grande Estates Homeowners' Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

8.03 Duty to Maintain Officers' and Directors' Personal Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers' and directors' personal liability insurance shall be obtained by the Venezia Grande Estates Homeowners' Association to protect the officers, directors and committee members from personal liability in relation to their duties and responsibilities on behalf of the Venezia Grande Estates Homeowners' Association.

8.04 Duty to Maintain Workers' Compensation Insurance. The Venezia Grande Estates Homeowners' Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

8.05 Other Insurance. The Venezia Grande Estates Homeowners' Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Venezia Grande Estates Homeowners' Association's responsibilities and duties.

8.06 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Venezia Grande Estates Homeowners' Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon. Each Owners further covenants and agrees that in the event of a partial loss or damage resulting from less than total destruction of structures comprising his Unit, the damaged structure will be repaired within one (1) year in a manner consistent with the original construction. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Venezia Grande Estates Homeowners' Association shall continue to maintain the Unit in a neat and attractive condition.

All policies of insurance required by the terms of this Section shall name the Venezia Grande Estates Homeowners' Association as an additional insured and shall require that the Venezia Grande Estates Homeowners' Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

8.07 Damage and Destruction.

(a) **Filing Claims.** Immediately after damage or destruction by fire or other casualty to all or any part of Venezia Grande Estates covered by insurance written in the name of the Venezia Grande Estates Homeowners' Association, the Board of Directors or its duly authorized agents shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) **Repair and Reconstruction.** Any damage or destruction to the Common Areas shall be repaired or reconstructed unless (i) the Class "B" Member (so long as it exists); and (ii) at least seventy-five percent (75%) of the total votes eligible to be cast by the Class "A" Members shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Venezia Grande Estates Homeowners' Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Institutional Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Areas shall be repaired or reconstructed. In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of Venezia Grande Estates shall be restored to its natural state and maintained by the Venezia Grande Estates Homeowners' Association in a neat and attractive condition.

8.08 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction to the Common Areas or, if no repair or reconstruction is made, shall be retained by and for the benefit of the Venezia Grande Estates Homeowners' Association and placed in a capital improvements account.

8.09 Insufficient Proceeds. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Members on the same basis as provided for Base Assessments. Additional Special Assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE IX ASSESSMENTS

9.01 Affirmative Covenant to Pay Assessments. There is hereby imposed upon each Owner and his or her Unit, the affirmative covenant and obligation to pay to the Venezia Grande Estates Homeowners' Association all Base, Special and Individual Assessments, together with any Assessments imposed by the Master Association. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all Assessments provided for in this Declaration.

9.02 Creation of Base Assessments. There are hereby created Base Assessments for Venezia Grande Estates Expenses as the Board of Directors of the Venezia Grande Estates Homeowners' Association may authorize from time to time.

9.03 Payment of Base Assessments. Base Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Base Assessments for the entire fiscal year for delinquents. Unless the Board otherwise provides, the Base Assessment shall be paid on a quarterly basis, in advance.

9.04 Computation of Base Assessments. It shall be the duty of the Board of Directors of the Venezia Grande Estates Homeowners' Association annually to prepare a budget covering the estimated Venezia Grande Estates Expenses to be incurred by the Venezia Grande Estates Homeowners' Association. This budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within Venezia Grande Estates, as appropriate. Venezia Grande Estates Expenses shall be allocated equally among all Units within Venezia Grande Estates. The Board of Directors shall cause a copy of such budget and notice of the amount of the Base Assessment to be levied on each Unit for the coming year to be delivered at the amount of the Base Assessment to be levied on each Unit for the coming year to be delivered at least fifteen (15) days prior to the beginning of the fiscal year to each Owner of a Unit. Such budget and Assessment shall become effective unless disapproved by a majority vote of the total votes eligible to be cast by Members. There shall be no obligation to call a meeting for the purpose of considering the budget except upon a petition of Owners representing at least thirty percent (30%) of the total votes in the Venezia Grande Estates Homeowners' Association. In the event the proposed budget is disapproved, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the preceding year shall continue for the current year.

The Base Assessment to be levied for the coming year against each Unit subject to assessment shall be computed by dividing the budgeted Venezia Grande Estates Expenses by the total number of Units then subject to Assessment and reasonably anticipated to become subject to Assessment during the fiscal year.

9.05 Special Assessments. In addition to the Base Assessments, the Board of Directors may levy, in any Assessment year, without the requirement of a Member vote, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any unanticipated construction or reconstruction, repair or replacement of any property owned by the Venezia Grande Estates Homeowners' Association or any other unbudgeted expenses of the Venezia Grande Estates Homeowners' Association. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be made to and payable by Owners in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Assessment year in which the Special Assessment is approved, if the Board so determines.

9.06 Individual Assessments. All monetary fines assessed against an Owner pursuant to the Venezia Grande Estates Documents, or any expense of the Venezia Grande Estates Homeowners' Association which is the obligation of an Owner or which is incurred by the Venezia Grande Estates Homeowner's Association on behalf of the Owner pursuant to Venezia Grande Estates Documents, shall be an Individual Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Individual Assessments shall be sent to the Owner subject to such Assessment.

9.07 Declarant's Obligation for Assessments. Beginning on the date of the recordation hereof, and continuing until termination of the Class B Membership, Declarant may, in its sole discretion, elect not to pay Base Assessments on Units it owns, but pay the difference, if any, between the amount of Base Assessments payable by Owners other than Declarant and the actual Venezia Grande Estates Expenses. If Declarant determines not to pay the difference between the amount of Base Assessments payable by Owners other than Declarant and the actual Venezia Grande Estates Expenses, then Declarant shall pay Base Assessments as any other Owner pays for Units. Unless Declarant otherwise notifies the Board, in writing, at least (60) days prior to the end of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as the preceding fiscal year. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

9.08 Establishment of Lien. Failure to pay any and all Assessments when due, together with interest at a rate not to exceed the lesser of (a) the highest rate allowed by applicable usury law, or (b) eighteen (18%) per annum, as computed from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees, shall be a charge on the Unit and shall be continuing lien upon the Unit against which such Assessment is made. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no Institutional Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value with an Institutional Mortgagee. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. The Venezia Grande Estates Homeowners' Association, acting on behalf of its Members, shall have the power to bid for the Unit, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Venezia Grande Estates Homeowners' Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessments that would have been charged such Unit had it not been acquired by the Venezia Grande Estates Homeowners' Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

9.09 Reserve Budget and Capital Contribution. The Board of Directors may annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board may set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Venezia Grande Estates Homeowners' Association, as shown on the budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required, if any, may be fixed by the Board and included within and distributed with the budget.

9.10 Date of Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Unit on the first day of the first month following the date of conveyance of such Unit by the Declarant. The first year's Assessment shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Unit.

9.11 Statement of Status of Assessments. Upon ten (10) days' written notice to the Treasurer of the Venezia Grande Estates Homeowners' Association or the manager and payment of a processing fee set by the Venezia Grande Estates Homeowners' Association from time to time, not to exceed fifty dollars (\$50), any Owner or Institutional Mortgagee of a Unit may request confirmation from the Venezia Grande Estates Homeowners' Association setting forth:

(a) The amount of any unpaid Assessments (whether Base, Special or Individual), interest, late charges, costs, expenses and attorneys' fees then existing against a particular Unit;

(b) The amount of the current periodic installments of the base Assessment and the date through which they are paid; and,

(c) Any other information deemed proper by the Venezia Grande Estates Homeowners' Association.

The information contained in such statement, when signed by an officer of the Venezia Grande Estates Homeowners' Association, shall be conclusive upon the Venezia Grande Estates Homeowners' Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Prior to the issuance of such a statement, the Venezia Grande Estates Homeowners' Association may request the name of any proposed transferee of the Unit and the scheduled closing date. This will permit the records of the Venezia Grande Estates Homeowners' Association to accurately identify Members.

9.12 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments:

(a) Common Areas; and,

(b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks, if any.

9.13 Assessments Levied By The Master Association. The Venezia Grande Estates Homeowners' Association shall, upon the request of the Master Association, collect assessments owed to the Master Association by Owners. The Venezia Grande Estates Homeowners' Association shall remit this amount to the Master Association within ten (10) days of its receipt along with an accounting of the Owners who have made payments and the amounts thereof. In the event any amount owed the Master Association is not timely paid to the Master Association by the Owners or the Venezia Grande Estates Homeowners' Association, the Master Association shall have the right to enforce its rights under the Master Documents against the Owner(s) whose payment is not received by the Master Association. The Venezia Grande Estates Homeowners' Association shall have no right of set-off, diminution or abatement with respect to assessments collected on behalf of the Master Association.

ARTICLE X VENEZIA GRANDE ESTATES AREA USE RESTRICTIONS

All Units shall be used only for single family residence purposes as permitted by applicable law and in accordance with the Master Community Documents and the Venezia Grande Estates Documents, including, without limitation, the Design Review Criteria. The Venezia Grande Estates Homeowners' Association may add to, delete or modify these use restrictions pursuant to an amendment to this Declaration, or any rules and regulations.

10.01 Minimum Square Footage/Three Car Garages. The minimum home size permitted at Venezia Grande Estates is 3,500 square feet of air conditioned space. No structure may exceed thirty (30) feet in height above the finished floor of the structure. Every home will have a three car garage used for parking of cars and subject to the requirements of Section 10.20.

10.02 Partition Units. No part of a Unit may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined or unchanged, each Unit shall be conveyed, transferred, gifted, devised, bequeathed, encumbered or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interest created by law or by this Declaration, including the Owner's membership in the Venezia Grande Estates Homeowners' Association and the liability for all Assessments. No Unit may be subdivided into two (2) or more Units and no Unit may be combined with one (1) or more additional Units to form one (1) or more Units without the written consent of the Board of Directors and after full compliance with all zoning and subdivision regulations.

10.03 Compliance With Insurance Requirements. It shall be the responsibility of the individual Owners, at their sole expense, to make arrangements in regard to hazard insurance on the improvements, personal property and furnishings located on their Units, and for public liability insurance covering their Unit. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to his Unit as such Owner concludes to be desirable.

10.04 Damage or Destruction on Units. In the event of damage or destruction to the improvements located on any Unit, the Owner thereof shall promptly repair and restore the damaged improvements to their condition prior to such damage or destruction or, in the event of total destruction to substantially all of the structures on a Unit, the Owner may elect to remove all structures on that Unit and landscape the Unit in accordance with a plan approved by the Board of Directors. If such repair and restoration or removal is not commenced within sixty (60) days from the date of such damage or destruction, the Venezia Grande Estates Homeowners' Association may, after notice and hearing as provided in the By-Laws, impose a fine of not more than fifty dollars (\$50.00) per day on the Owner unless the Owner can prove to the satisfaction of the Venezia Grande Estates Homeowners' Association that such failure is due to circumstances beyond the Owner's control. Such fine shall be an Individual Assessment.

10.05 Abandoned, Inoperable, Commercial or Oversized Vehicles. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Units. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided however, this shall not include vehicles parked in an enclosed garage or operable vehicles left on the Unit by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; if such vehicle has not been removed within seventy two (72) hours thereafter, the Venezia Grande Estates Homeowners' Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage.

No commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans shall be permitted to be parked or stored on any Unit. For the purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. No parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicles parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Venezia Grande Estates Homeowners' Association at the sole expense of the Owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Venezia Grande Estates Homeowners' Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the Owner to receive it for any other reason, shall be grounds for relief of any kind.

10.06 Trash. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances.

10.07 Construction Regulations of the Venezia Grande Estates Design Review Criteria. All Owners and their contractors shall comply with the construction regulations of the Venezia Grande Estates Design Review Criteria, if any, and with any construction regulations adopted, from time to time, by Declarant, the Committee or the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in Venezia Grande Estates at any time; the conservation of landscape materials; and fire protection.

10.08 Compliance with Laws. Each Owner shall promptly comply with the provision of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations.

10.09 Annoying Lights, Sounds or Odors. No light, sound or odor shall be emitted from any Unit which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted.

10.10 Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

10.11 Fences. No dog runs, animal pen or fences of any kind will be permitted on any Unit except as approved by the Committee.

Any Unit adjacent to the golf course within the Vineyards shall only be permitted to have opaque fences approved pursuant to the architectural review approval process under both the Master Community Documents and the Venezia Grande Estates Documents. Illustrations of appropriate fencing material, style and height shall be described in the Design Standards and Guidelines of the NCC as set forth in the Master Community Documents (as those terms are defined in the Master Declaration). The intent of this restriction is to permit open view to the golf course and lakes from any portion of the Property.

10.12 Playground and Basketball Equipment. No jungle gyms, swing sets, or other playground equipment including, but not limited to, basketball hoops and backboards shall be permitted on any Unit.

10.13 Window Coverings. All windows in any building shall have window coverings which have a white or off white backing or blend with the exterior color of the dwelling, as determined in the sole discretion of the Committee. Reflective window coverings are prohibited.

10.14 Nuisance. No obnoxious or offensive activity or nuisance shall be carried on or be permitted to exist within Venezia Grande Estates nor shall anything be done or permitted which is or may become offensive or detrimental or cause a disturbance or annoyance to any other Unit or its occupants.

10.15 Leasing. The Owner of a Unit shall have the right to lease such Unit subject to the following conditions and the terms of the Venezia Grande Estates rules and regulations:

(a) All leases shall be in writing and no more than one (1) lease shall be permitted in a fiscal year;

(b) The lease shall be specifically subject to the Venezia Grande Estates Documents and any failure of the tenant to comply with the Venezia Grande Estates Documents shall be a default under the lease; and,

(c) The Owner shall be liable for any violation of the Venezia Grande Estates Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

10.16 **Hazardous Materials.** Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Unit any Hazardous Materials except in compliance with the Environmental Laws.

10.17 **Signs.** No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any Unit unless the same complies with the standards and guidelines established pursuant to the Master Community Documents and has been approved by the Master Association, except as may be required by legal proceedings. The Master Association reserves the right to restrict the size, color, lettering, height, material and location of signs. The Venezia Grande Estates Homeowners' Association shall have the right to remove signs which fail to comply with standards set by the Master Association and upon prior approval of the Master Association may set more stringent sign requirements for the Units.

10.18 **Wells.** Private wells are strictly prohibited and lake water may not be withdrawn for irrigation or any other purpose.

10.19 **Pets and Animals.** Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the Owner's Unit and shall not be permitted to roam freely. Any Owner whose pet defecates on any Common Areas or any other lot Owners property shall immediately clean up the pet's waste. Failure to abide by this restriction may result in a fine being levied by the Association. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons, or any other such animal, fowl or reptile shall be kept on any of the Property.

10.20 **Parking.** Notwithstanding anything herein to the contrary, all unit owner cars and other vehicles must be parked in garages and shall not be parked on the street for any period of time, on the driveways for any extended period nor overnight. Cars owned by guests may be parked on driveways for periods not to exceed five days.

ARTICLE XI NEW CONSTRUCTION COMMITTEE

11.01 **Membership.** There is hereby established a New Construction Committee which shall be responsible for the administration of the Venezia Grande Estates Standards, new construction and modifications to existing improvements. The Committee shall be composed of a minimum of three (3) persons, who need not be Members. All of the members of the Committee shall be appointed, removed and replaced by the Board of Directors.

11.02 **Purpose.** The Committee shall review, study and either approve or reject proposed alterations to improvements to the lot or on the Units, all in compliance with this Declaration and as further set forth in any rules and regulations and the Venezia Grande Estates Design Review Criteria as shall be adopted and established and may be amended from time to time by the Declarant or the Board of Directors. Notwithstanding any provision herein, the Committee shall have the power only to review and comment on improvements initially constructed on vacant Units. Sole jurisdiction for approval of such initial construction shall be within the purview of the New Construction Committee described in the Master Community

Documents. Said comments shall be provided to the appropriate committee pursuant to its architectural review powers under the Master Community Documents. The Committee shall exercise its best judgment to see that all improvements conform and harmonize with any existing buildings as to external design, quality and type of construction materials, color, plot plan, height, grade and finished ground elevation, and all aesthetic considerations herein set forth. The actions of the Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

11.03 Organization and Operation of Committee.

(a) The term of office of each member of the Committee, subject to Section 11.1, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should a Committee member die, retire, become incapacitated or be temporarily absent, a successor may be appointed as provided in Section 11.1.

(b) The chairman shall be appointed by the Board of Directors.

(c) The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each Committee member prior to any meeting.

(d) The affirmative vote of a majority of the Committee members present at a meeting at which a quorum is present shall govern its actions and may be the act of the Committee. A quorum shall consist of a majority of the members.

(e) The Committee may avail itself of technical and professional advice and consultants as it deems appropriate.

11.04 Expenses. Except as hereinafter provided, all expenses of the Committee shall be paid by Venezia Grande Estates Homeowners' Association. The Committee shall have the right to charge a reasonable filing fee for each application submitted to it for review, in an amount established by the Committee from time to time, which amount is designed to cover the costs of the Committee. The filing fees shall be collected by the Committee and remitted to the Venezia Grande Estates Homeowners' Association to help defray the expenses of the Committee's operation.

11.05 Variations. The Committee may authorize variations from compliance with any of the Venezia Grande Estates Design Review Criteria and their procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variations may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the denial of any permit or disapproval of the terms of any financing shall not necessarily be considered a hardship warranting a variance.

11.06 Limitation of Liability. The Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Committee, nor any individual member thereof, shall be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Committee or any individual member thereof acted with malice or wrongful intent. Approval by the Committee does not necessarily assure approval by the appropriate governmental board or commission. Notwithstanding that the Committee has approved plans and specifications, neither the Committee nor any of its members shall be responsible or liable to any Owner, Merchant Builder or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve. Neither the Board, the New Construction Committee nor any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised or

approved in accordance with the provisions of the Venezia Grande Estates Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Committee shall be defended and indemnified by the Venezia Grande Estates Homeowners' Association in any suit or proceeding.

11.07 Approval Required. Any reconstruction or the refinishing or alteration of any part of the exterior of any building or other improvement on the Units is absolutely prohibited until and unless the Owner or Merchant Builder first obtains approval thereof from the New Construction Committee and otherwise complies with the provisions hereof. All improvements shall be constructed only in accordance with the approved plans.

11.08 Removal of Non-Conforming Improvements. The Venezia Grande Estates Homeowners' Association, upon request of the Committee and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, reconstructed, refinished, altered or maintained in violation of these covenants, and the Owner thereof shall forthwith reimburse the Venezia Grande Estates Homeowners' Association for all expenses incurred in connection therewith.

11.09 Compliance. Any contractor, subcontractor, agent, employee or other invitee of any Owner who fails to comply with the terms and provisions of the Venezia Grande Estates Design Review Criteria and the procedures promulgated by the Committee may be excluded by the Board from the Unit without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

ARTICLE XII GENERAL PROVISIONS

12.01 Term. The covenants and restrictions of this Declaration shall run with and bind the property subjected to this Declaration, and shall inure to the benefit of and shall be enforceable by Declarant, the Master Association, the Venezia Grande Estates Homeowners' Association or the Owner of any portion of the property subjected to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, signed by the majority of the then current Owners in Venezia Grande Estates, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

12.02 Amendment. Until the termination of the Class B Membership, Declarant may unilaterally amend this Declaration. After such termination, the Declarant may unilaterally amend this Declaration at any time and from time to time as such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an Institutional Mortgagee to enable such lender or a purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent thereto in writing. So long as it still owns any of the Property for development or sale in Venezia Grande Estates, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Venezia Grande Estates Homeowners' Association, including sixty-seven percent (67%) of the votes held by the Class A Members and the Class B Member so long as such membership exists; provided, however, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative

votes required for action to be taken under that clause. Any amendment must be recorded in the public records of the County to be effective.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and the third party will affect the validity of such amendment. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

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

12.04 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one(21) years after the date of the last survivor of the now living descendants of John F. Kennedy.

12.05 Independent Builders. Venezia Grande Estates is a planned neighborhood within the Vineyards and is being developed by the Declarant. The individual residential units constructed within Venezia Grande Estates may be constructed by the Declarant. The individual residential units constructed within Venezia Grande Estates may be constructed by the Declarant, Merchants Builders or by independent contractors. If the residential unit is constructed by a person or entity other than the Declarant, the Declarant shall have no liability whatsoever for the builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, director, partner, agent or subcontractor.

12.06 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Venezia Grande Estates Homeowners' Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast by the Members of the Venezia Grande Estates Homeowners' Association. This Section shall not apply, however, to: (a) actions brought by the Venezia Grande Estates Homeowners' Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Venezia Grande Estates Homeowners' Association in proceedings instituted against it. In the event any claim is made against Declarant or any litigation is instituted against Declarant, then the Venezia Grande Estates Homeowners' Association shall assess all Members of the Venezia Grande Estates Homeowners' Association, other than the Declarant, for the costs of said claim or litigation, including without limitation, attorneys' fees incurred, and funds from any other Assessments shall not be used for any such claim or litigation. In the event the Declarant is the prevailing party, the Venezia Grande Estates Homeowners' Association shall levy a Special Assessment against all Owners of Units in Venezia Grande Estates, other than the Declarant, and pay to the Declarant all of its cost, including attorney fees both at trial and on appeal, for any such claim or litigation. This provision shall not be amended unless such amendment is made by the Declarant or is approved by the percentage of votes and pursuant to the same procedures necessary to institute proceedings as provided above.

ARTICLE XIII MORTGAGE RIGHTS

13.01 General. The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Units. To the extent applicable, necessary or proper, the provisions of this Article apply to this Declaration, the Articles and the By-Laws.

13.02 Notices of Action. A holder, insurer or guarantor of a first mortgage, who provides written request to the Venezia Grande Estates Homeowners' Association (such request to state the name and

address of such holder, insurer or guarantor and identification of the Unit), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

(a) An Owners' default in performance of any obligation under the Venezia Grande Estates Documents, including any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Holder (or any Institutional Mortgagee) which continues for a period of sixty (60) days;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Venezia Grande Estates Homeowners' Association; or

(c) Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 13.03 and 13.04.

13.03 Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Florida law, the following approvals shall be required:

(a) The approval of sixty-seven percent (67%) of the Eligible Holders of mortgages on Units subject to Eligible Holder mortgages shall be required to terminate the legal status of the Venezia Grande Estates Homeowners' Association; and

(b) The approval of at least fifty-one (51%) of the Eligible Holders of mortgages on Units subject to Eligible Holder mortgages shall be required to add to or amend any material provision of the Venezia Grande Estates Documents which establish, provide for, govern or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

- (1) Voting;
- (2) Assessments, Assessment liens, subordination of such liens;
- (3) Insurance or fidelity bonds;
- (4) Any provisions which are for the express benefit of mortgagees;
- (5) Boundaries of any Unit; or,
- (6) Leasing of Units.

13.04 Other Approval Requirements. Unless at least sixty-seven percent (67%) of the Institutional Mortgagees (based on one (1) vote for each first mortgage owned) have given their prior written approval, the Venezia Grande Estates Homeowners' Association shall not be entitled to:

(a) Change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner;

(b) By act or omission, change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of improvements on Units, provided, however, the issuance and amendment of the Venezia Grande Estates Design Review Criteria by the Committee or the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision.

13.05 Approval Deemed Given. If approval of an Eligible Holder or Institutional Mortgagee is requested in writing pursuant to this Article and a negative response is not received by the Venezia Grande Estates Homeowners' Association within thirty (30) days after such Eligible Holder's or Institutional Mortgagee's receipt thereof, then such Eligible Holder or Institutional Mortgagee shall be deemed to have given its approval.

**ARTICLE XIV
SHARED AREAS AND FACILITIES**

14.01 General. The Plat of Venezia Grande Estates comprehends a subdivision of lands consisting of residential building sites, hereinafter referred to as the Lots, on either side a private road designated as Venezia Grande Drive hereinafter referred to as the Roadway. Declarant may, but shall not be obligated to, install entrance features, walls and/or fences, lighting components, landscape plantings and irrigation systems along portions of the Roadway, and the perimeter of Venezia Grande Estates.

14.02 Easements. The Plat reflects Easements which are dedicated as stated on the Plat.

It is hereby declared that each of the Easements are further dedicated, granted and reserved in favor of the Venezia Grande Estates Homeowners' Association for the erection, maintenance, repair, replacement and reconstruction of all entrance features, walls and/or fences, lighting components, landscape plantings and irrigation systems constructed by Declarant, and any other common facilities which the Venezia Grande Estates Homeowners' Association may later elect to install if such common facilities shall be approved by the Members; provided, however, that no wall, fence, lighting component or landscaping shall be installed by the Venezia Grande Estates Homeowners' Association along the boundary of Venezia Grande Estates which abuts The Vineyards Country Club.

14.03 Expenses. The costs of operating, maintaining, repairing, replacing and reconstructing the Roadway and all walls and/or fences, lighting components, landscape plantings, irrigation systems and other common facilities located within the Roadway and/or the Easements shall be a common expense under this Declaration.

IN WITNESS WHEREOF, the VINEYARDS DEVELOPMENT CORPORATION, a Florida Corporation, has executed this Declaration of Covenants, Conditions and Restrictions for Venezia Grande Estates on this 19th day of March, 2003.

Signed, sealed and delivered
the presence of:

VINEYARDS DEVELOPMENT CORPORATION,
a Florida Corporation

Robert Rogers
Printed name of Witness

Michel Saadeh
By: Michel Saadeh
Its: President

Deborah Farris
Printed name of Witness

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of March 2003 by Michel Saadeh, who is personally known to me and who did take an Oath, as President and CEO of the Vineyards Development Corporation, a Florida Corporation, on behalf of said corporation.



Robert Rogers
MY COMMISSION # CC912116 EXPIRES
March 19, 2004
BONDED THRU TROY FARM INSURANCE INC

Robert Rogers
Notary Signature
Printed name of Notary
My Commission Expires:

V:\DCL\leg\ROBERT\DEVELOP\VENEZIA\DECLARE.doc

Q. GRADY MINOR & ASSOCIATES, P.A.

Civil Engineers • Land Surveyors • Planners

Q. GRADY MINOR, P.E.
 MARK W. MINOR, P.E.
 C. DEAN SMITH, P.E.
 DAVID W. SCHMITT, P.E.
 MICHAEL J. DELATE, P.E.

EXHIBIT A

D. WAYNE ARNOLD, A.I.C.P.
 ERIC V. SANDOVAL, P.S.M.
 THOMAS CHERNESKY, P.S.M.
 ALAN V. ROSEMAN

LEGAL DESCRIPTION

**A PORTION OF TRACT "AA" (NORTH VILLAGE)
 THE VINEYARDS UNIT 3A**

(SKETCH C-1528)

A Parcel of land located in Section 5, Township 49 South, Range 25 East, Collier County, Florida and being a portion of Tract "AA" as shown on the plat of The Vineyards Unit 3A, recorded in Plat Book 17 at Pages 7 through 18 of the Public Records of Collier County, Florida; being more particularly described as follows:

BEGIN at the southeasterlymost corner of Tract "K", Vintage Colony Boulevard, as shown on the Plat of Glen Lake Estates, recorded in Plat Book 34 at Pages 54 through 56 of the Public Records of Collier County, Florida;

Thence run North 07°35'44" West for a distance of 621.27 feet to a point on the southerly line of Tract "B" as shown on the plat of Villa Florenza, recorded in Plat Book 34 at Pages 59 and 60;

Thence run North 82°24'18" East, along said southerly line, for a distance of 52.90 feet to a point on the southerly line of Tract "L-24" as shown on the plat of The Vineyards Unit 3A, recorded in Plat Book 17 at Pages 7 through 18;

Thence run along said southerly line the following courses:

Run South 00°00'00" East for a distance of 44.23 feet to the beginning of a tangential circular curve concave northeasterly; thence run southeasterly along the arc of said curve to the left, having a radius of 85.00 feet; through a central angle of 103°48'10"; subtended by a chord of 133.78 feet at a bearing of South 51°54'05" East, for an arc length of 153.99 feet to the end of said curve;

Thence run North 76°11'50" East for a distance of 163.60 feet to the beginning of a tangential circular curve concave southerly; thence run easterly along the arc of said curve to the right, having a radius of 180.00 feet; through a central angle of 32°37'52"; subtended by a chord of 101.13 feet at a bearing of South 87°29'13" East, for an arc length of 102.51 feet to the end of said curve;

Thence run South 71°10'17" East for a distance of 108.91 feet to the beginning of a tangential circular curve concave northerly; thence run easterly along the arc of said curve to the left, having a radius of 120.00 feet; through a central angle of 43°38'17"; subtended by a chord of 89.20 feet at a bearing of North 87°00'34" East, for an arc length of 91.40 feet to the end of said curve and to a point on the easterly line of Tract "AA" of the aforementioned plat of The Vineyards Unit 3A;

Thence run along said easterly line the following courses:

Run South 05°18'39" East for a distance of 772.63 feet;

Thence run South 06°18'45" West for a distance of 596.82 feet;

Thence run South 52°10'22" West for a distance of 319.10 feet;

Thence run North 67°27'00" West for a distance of 112.47 feet;

Thence leaving said easterly line, run North 05°51'42" West for a distance of 253.16 feet;

Thence run North 01°16'33" West for a distance of 273.43 feet;

Thence run North 17°01'59" West for a distance of 107.49 feet to a point on a circular curve concave southerly, whose radius point bears South 03°00'17" East, a distance of 9,446.06 feet therefrom; thence run westerly along the arc of said curve to the left, through a central angle of 00°04'40", subtended by a chord of 12.82 feet at a bearing of South 86°57'23" West, for an arc length of 12.82 feet to a point of reverse curvature; thence run northwesterly along the arc of said curve to the right, having a radius of 32.00 feet, through a central angle of 73°41'14", subtended by a chord of 38.38 feet at a bearing of North 56°14'20" West, for an arc length of 41.15 feet to the end of said curve;

SHEET 1 OF 2

(941) 947-1144 • FAX (941) 947-0375 • E-Mail: engineering@gradyminor.com
 3800 Via Del Rey • Bonita Springs, Florida 34134

Thence run North 19°23'43" West for a distance of 36.19 feet to the beginning of a tangential circular curve concave easterly; thence run northerly along the arc of said curve to the right, having a radius of 32.00 feet; through a central angle of 63°25'16"; subtended by a chord of 33.64 feet at a bearing of North 12°18'55" East, for an arc length of 35.42 feet to a point of reverse curvature; thence run northeasterly along the arc of said curve to the left, having a radius of 80.00 feet, through a central angle of 19°38'41", subtended by a chord of 20.47 feet at a bearing of North 34°12'13" East, for an arc length of 20.57 feet to the end of said curve;
Thence run North 19°59'40" West for a distance of 198.20 feet;
Thence run North 05°11'39" West for a distance of 96.57 feet to the **POINT OF BEGINNING**;
Containing **17.407 acres**, more or less.

This Property is subject to easements, reservations and/or restrictions of record.

Bearings hereon refer to the Easterly line of Tract "AA" as shown on the plat of The Vineyards Unit 3A, recorded in Plat Book 17 at Pages 7 through 18 of the Public Records of Collier County, Florida; as being South 05°18'39" East.

10-18-01

Signed



_____, P.S.M. #5426
State of Florida

g:\dwgs\vegals\C-1528.rtf

EXHIBIT B

**ARTICLES OF INCORPORATION
OF
VENEZIA GRANDE HOMEOWNERS'
ASSOCIATION, INC.**

**Prepared by:
Robert F. Rogers, Esq.
98 Vineyards Boulevard
Naples, Florida 34119**

**ARTICLES OF INCORPORATION
OF
VENEZIA GRANDE HOMEOWNERS'
ASSOCIATION, INC.
(not-for-profit corporation)**

THE UNDERSIGNED hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Florida Statutes Chapter 617 and certifies as follows:

(ALL TERMS USED HEREIN NOT OTHERWISE DEFINED SHALL BE AS DEFINED IN THE VENEZIA GRANDE DECLARATION.)

**ARTICLE I
NAME**

The name of the corporation shall be **VENEZIA GRANDE HOMEOWNERS' ASSOCIATION, INC.**, having its principal office at 98 Vineyards Blvd., Naples, Florida 34119, and its duration shall be perpetual, commencing on the date of filing of these Articles by the Incorporator.

**ARTICLE II
PURPOSE**

The Venezia Grande Homeowners' Association is organized as a not-for-profit corporation to further the interests of Members.

**ARTICLE III
POWERS**

The powers of the Venezia Grande Homeowners' Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Venezia Grande Homeowners' Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles, the By-Laws and the Venezia Grande Declaration.

Section 2. Necessary Powers. Subject to any limitations contained in the Master Declaration, the Venezia Grande Homeowners' Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation:

- A. The power to fix, levy and collect Assessments against Units and Members, as provided for in the Venezia Grande Declaration.
- B. The power to expend monies collected for the purpose of paying the expenses of the Venezia Grande Homeowners' Association.
- C. The power to own, manage, control, operate, maintain, repair and improve the Common Areas.
- D. The power to maintain the Areas of Common Responsibility.
- E. The power to purchase supplies, materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Areas of Common Responsibility.

F. The power to insure and keep insured the improvements within the Common Areas as provided in the Venezia Grande Declaration.

G. The power to employ the personnel required for the operation of the Venezia Grande Homeowners' Association and operating and maintaining of the Areas of Common Responsibility.

H. The power to pay utility bills for utilities serving the Common Areas as provided in the Venezia Grande Declaration.

I. The power to pay all taxes and assessments which are liens against the Common Areas as provided in the Venezia Grande Declaration.

J. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.

K. The power to improve the Common Areas as provided in the Declaration, subject to the limitations set forth in the Venezia Grande Declaration.

L. The power to control and regulate the use of the Common Areas as provided in the Venezia Grande Declaration.

M. The power to make reasonable rules and regulations and to amend the same from time to time.

N. The power to enforce by any legal means the provisions of the Venezia Grande documents.

O. The power to borrow money and the power to select depositories for the Venezia Grande Homeowners' Association's funds, and to determine the manner of receiving, depositing and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by the By-Laws.

P. The power to enter into a long term contract with any person, firm, corporation or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Areas of Common Responsibility. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Venezia Grande Homeowners' Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

Q. The power to contract for the management of the Venezia Grande Homeowners' Association and to delegate to the manager all of the powers and duties of the Venezia Grande Homeowners' Association, except with respect to those matters which must be approved by Members.

R. The power to establish additional officers and/or directors of the Venezia Grande Homeowners' Association and to appoint all officers except as otherwise provided in the By-Laws.

S. The power to appoint committees as the Board of Directors may deem appropriate.

T. The power to collect delinquent Assessments by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Members for violation of the provisions of Venezia Grande documents.

U. The power to bring suit and to litigate on behalf of the Venezia Grande Homeowners' Association as may be desirable or necessary for the proper management of the Venezia Grande Homeowners' Association.

V. The power to adopt, alter and amend or repeal the By-Laws of the Venezia Grande Homeowners' Association as may be desirable or necessary for the proper management of the Venezia Grande Homeowners' Association.

W. The power to engage in any other activities which will foster, promote and advance the common interests of all Members.

X. The power to require all Owners of Units in Venezia Grande to become Members of the Venezia Grande Homeowners' Association.

Y. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

Z. The power to take any other action necessary for the purposes for which the Venezia Grande Homeowners' Association is formed.

AA. The foregoing enumeration of powers shall not limit or restrict the exercise of other and further powers which are contained in the Governing Documents or which may now or hereafter be permitted by law.

Section 3. Funds and Title to the Properties. All funds and title to all properties acquired by the Venezia Grande Homeowners' Association and the proceeds thereof shall be held for the benefit of the Members in accordance with the provisions of the Venezia Grande Declaration and the By-Laws. No part of the income, if any, of the Venezia Grande Homeowners' Association shall be distributed to the Members, directors or officers of the Venezia Grande Homeowners' Association.

Section 4. Limitations. The powers of the Venezia Grande Homeowners' Association shall be subject to and exercised in accordance with the provisions of the Venezia Grande Declaration and the Master Declaration.

**ARTICLE IV
MEMBERSHIP**

Qualification for and admission to membership in the Venezia Grande Homeowners' Association shall be regulated by the Venezia Grande Declaration.

**ARTICLE V
BOARD OF DIRECTORS**

The affairs of the Venezia Grande Homeowners' Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors. The following persons shall constitute the initial Board of Directors:

Name	Address
Michel Saadeh	98 Vineyards Blvd. Naples, Florida 34119
Robert F. Rogers	98 Vineyards Blvd. Naples, Florida 34119
Michael Procacci	98 Vineyards Blvd. Naples, Florida 34119

The method of election and terms of office, removal and filling of vacancies shall be as set forth in the By-Laws of the Venezia Grande Homeowners' Association.

**ARTICLE VI
INDEMNIFICATION OF OFFICERS,
DIRECTORS AND COMMITTEE MEMBERS**

The Venezia Grande Homeowners' Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by the provisions of the Florida Not-For-Profit Corporation Act, as amended from time to time, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of the Members or disinterested directors, officers or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent, and shall inure to the benefit of the heirs, executors and administrator of such a person and an adjudication of liability shall not affect the right to indemnification for those indemnified. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Venezia Grande Homeowners' Association may be entitled.

**ARTICLE VII
INCORPORATOR**

The name and address of the incorporator of the Venezia Grande Homeowners' Association is:

<u>Name</u>	<u>Address</u>
Robert F. Rogers	98 Vineyards Blvd. Naples, Florida 34119

**ARTICLE VIII
BY-LAWS**

The By-Laws of the Venezia Grande Homeowners' Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Venezia Grande Declaration and any such amendment shall be void.

**ARTICLE IX
AMENDMENT**

These Articles may be amended only upon the affirmative vote of seventy five percent (75%) or more of the votes of Members at a duly called meeting of the Members.


**ARTICLE X
CONSTRUCTION**

These Articles and the By-Laws of the Venezia Grande Homeowners' Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Master Declaration and the Venezia Grande Declaration. In the event of any conflict between the terms of the Master Declaration, the Venezia Grande Declaration, the Articles of Incorporation or the By-Laws, the following order of priority shall apply: the Master Declaration, the Venezia Grande Declaration, the Articles and the By-Laws.

**ARTICLE XI
REGISTERED AGENT AND REGISTERED OFFICE**

The name of the initial registered agent shall be Robert F. Rogers, and the street address of the registered office of the Association shall be 98 Vineyards Blvd., Naples, Florida 34119.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 20th day of JUNE, 2002.



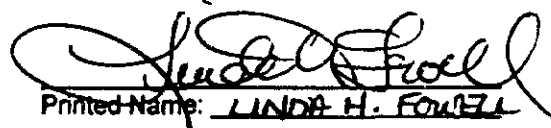
ROBERT F. ROGERS

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING Articles of Incorporation were acknowledged before me by Robert F. Rogers, the incorporator named therein. He is personally known to me or produced a current driver's license as identification and did take an oath.

IN WITNESS WHEREOF I have hereunder set my hand and affixed my seal under the law of the State of Florida, this 20th day of JUNE, 2002.




Printed Name: LINDA H. FOWELL
State of Florida at Large
My Commission Expires: 2/17/06

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN FLORIDA, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED

FIRST--THAT VENEZIA GRANDE HOMEOWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, DESIGNATES ITS PRINCIPAL PLACE OF BUSINESS AS 98 VINEYARDS BLVD., NAPLES, FLORIDA 34119.

SECOND--THAT VENEZIA GRANDE HOMEOWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, DESIGNATES ROBERT F. ROGERS LOCATED AT 98 VINEYARDS BLVD., NAPLES, FLORIDA 34119 AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

VENEZIA GRANDE HOMEOWNERS'
ASSOCIATION, INC.

SIGNATURE: 
BY: MICHEL SAADEH
ITS: PRESIDENT

DATE: 6/20/02

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY WITH PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE: 
BY: ROBERT F. ROGERS

DATE: 6/20/02

V:\VDC\Legal\ROBERT\DEVELOP\VENEZIA\ARTICLES.doc

EXHIBIT C

Venezia Grande Estates

Homeowners' Association

Community Standards and Guidelines Handbook

*Vineyards
Naples, FL*

Venezia Grande Estates Homeowners' Association

(Selected Date)

Dear Homeowner,

Enclosed is your copy of **Venezia Grande Estate's Community Standards and Guidelines Handbook**. This Handbook was created to summarize Venezia Grande Estates and Vineyards legal documents as well as update all homeowners on current community expectations, rules and regulations.

This Handbook is intended to ensure a safe, pleasant and attractive environment for our collective benefit.

As this package contains changing information and forms for your use, please retain in a convenient location.

This Handbook should be distributed to those who purchase your property in the future.

Cordially,

Michel Saadeh
President & CEO

Table of Contents



Introduction.....	1	Guidelines – General.....	5
Vineyards Community Association	2	Air Conditioning	5
Venezia Grande Estates Homeowners’ Association	3	Alterations – House Exterior	5
Entity.....	3	Alterations – Landscape.....	5
Membership	3	Animals.....	5
Board of Directors.....	3	Annoying Lights, Sounds, and Odors .	6
Board of Directors’ Responsibility	3	Antennae and Dishes.....	6
Meetings – Annual Meeting.....	3	Approvals.....	6
Property Manager.....	3	Awnings	6
Budget.....	4	Banners, Flags and Flagpoles	6
Maintenance Fee/Base Assessment	4	Cable Television	7
Special Assessments	4	CC&R’s – Covenant’s, Conditions and Restrictions.....	7
Committees	4	Clotheslines.....	7
		Compliance	7
		Damage and Destruction.....	7
		Decorations Permanent Ornamantation.....	8
		Decorations – Temporary Holiday.....	8
		Decorations	8
		Doghouses, Dog Runs and Pet/Animal Cages.....	8
		Easement Area	8
		Electric Fencing	9
		Fences and Walls	9
		Firewood and Compost Heaps.....	9
		Fireworks	9
		Garage Sales.....	9
		Garages	9
		Golf Course – General	10
		Golf Course – Errant Balls.....	10
		Grills	10
		Hazardous Waste	10

Inappropriate Activity.....10
 Insurance.....11
 Lakes.....11
 Lanais/Cages.....11
 Lawn/Watering.....11
 Leasing.....12
 Lights.....12
 Mailboxes.....12
 Maintenance – House – Disrepair.....12
 Maintenance – House – Painting.....13
 Maintenance – House – Pressure
 Cleaning.....13
 Maintenance – Landscaping.....13
 Noise.....14
 Parking - General.....14
 Parking – Vehicles.....14
 Playground, Basketball and
 Recreational Equipment.....15
 Pools and Related Equipment.....15
 Property Use.....15
 Safety Hazards.....15
 Screens and Screening Materials.....16
 Screened Enclosures.....16
 Shutters – Hurricane.....16
 Signs.....16
 Solar Equipment.....17
 Speeding.....17
 Structures – Illegal.....17
 Structures – Temporary.....17
 Trash and Recycling.....17
 Vehicles – Decals and
 Gate Controls.....18
 Vehicles – Unlicensed.....18
 Violations.....18
 Wells.....18
 Windows – General.....18

Guidelines – House Exterior

Alterations.....19
 Additions and New Structures.....19
 Doors.....20
 Driveways and Walkways.....20
 Grading.....20
 Lighting.....20
 Materials.....20
 Minimum Square Footage.....20
 Paint Colors.....21
 Roofs.....21
 Setbacks.....21

Guidelines – Landscape

Alterations.....22
 Significant Changes to Your
 Landscape.....22
 Recommended Replacement
 Plant Material.....22
 Unacceptable Plant Material.....22
 Unacceptable Planting.....23
 Sod and Grassed Areas.....23

Recommended Plant Material.....24

Unacceptable Plant Material.....25

Inserts

Approval Request Forms

Contact Information

Introduction



The Board of Directors of Venezia Grande Estates Homeowners' Association (VGEHA) created this Handbook to summarize certain components of the *Declaration of Neighborhood Covenants, Conditions and Restrictions for Venezia Grande Estates (CC&Rs)* and the *Articles of Incorporation and By-Laws of Venezia Grande Estates Homeowners' Association, Inc.* All the documents listed above comprise VGEHA's Governing Documents.

This Handbook updates, summarizes and complements a wide variety of rules, regulations, covenants and guidelines regarding the use, maintenance and modification of our community, common areas, as well as your property and residence.

Overall, we intend for this Handbook to help you, the Member, to:

- ❖ Maintain a safe and pleasant environment for all Venezia Grande Estates residents to enjoy,
- ❖ Maintain a sense of community,
- ❖ Maintain consistent architectural and landscaping qualities and features and
- ❖ Keep our community competitive in the real estate market.

Please note: *The Governing Documents for Vineyards and Venezia Grande Estates contain covenants, conditions and restrictions all residents and guests must follow. Legally, these covenants are part of the deed for each home and are binding upon all homeowners and their guests regardless of whether these Members are familiar with such covenants. This handbook is provided as a summary of the Governing Documents. If any of the Governing Documents conflict with each other, whichever document is stricter shall control.*



Vineyards Community Association



Vineyards Community Association, Inc. (VCA) oversees the uniform development and maintenance plan for all Vineyards communities, including Venezia Grande Estates. Every Property Owner within Venezia Grande Estates agrees to abide by the Master Documents and CC&R's developed for the VCA and Venezia Grande Estates.

Vineyards Development Corporation manages and controls VCA until turnover.

VCA also has an advisory committee consisting of representatives from all Vineyards' communities. The President of the Board of Directors of Venezia Grande Estates Homeowners' Association represents Venezia Grande Estates on the VCA Advisory Committee.

VCA's responsibility include, but are not limited to, the planning and maintenance of the entire Vineyards community, upkeep of the common landscaping and roads outside of the communities and at the entrances gatehouse, and access control through the gatehouses for the entire development.

VCA can enter into agreements that affect all of the Vineyards communities. For instance, VCA negotiated a basic cable television package with Time Warner Cable for every property, in every community, within Vineyards.



Venezia Grande Estates Homeowners' Association



Following is an overview of the nature and function of the VGEHA.

Entity

VGEHA is a not for profit organization chartered in the State of Florida and formed to further the common interest of the property owners in Venezia Grande Estates.

Membership

Members are defined as owning a lot in Venezia Grande Estates. Every lot owner within Venezia Grande Estates is a Member of VGEHA.

Board of Directors

The Board of Directors is composed of Developer representatives until turnover. After turnover, Directors are elected by the Members at an annual meeting. The Directors in-turn elect a President, Vice President, Secretary and Treasurer.

Board of Directors' Responsibility

The Board's responsibilities and powers are delineated in the VGEHA Declaration.

Meetings – Annual Meeting

VGEHA annual meetings will be held at a predetermined date and time and notice will be provided to Members.

Property Manager

A property management company helps the Board manage day-to-day affairs of VGEHA. Corresponding with Members, collecting assessments from Members, paying vendor invoices and general accounting functions are part of the property manager's responsibilities.

The property manager is bound by a contract with the VGEHA and answers only to the Board not to individual Members.

Budget

Each year, the Board develops a budget for the calendar year which is presented to the Members at the annual meeting.

The budget includes, but is not limited to, the following items:

- ❖ VGEHA's payments to the VCA for maintenance, access control and basic cable television subscription,
- ❖ Accounting and legal fees,
- ❖ Insurance,
- ❖ Office and administration expenses,
- ❖ Ground and road reserves and
- ❖ Special projects.

The Board may revise the budget, as the year progresses, within the legal guidelines of the Governing Documents.

Maintenance Fees/Base Assessment

Each Member pays a quarterly maintenance fee. It is payable the first day of the quarter (January 1, April 1, July 1, and October 1). The quarterly maintenance fee invoiced to you covers the total annual budget, divided by four quarters, then by the number of platted lots (24) in Venezia Grande Estates.

Special Assessments

The VGEHA Board has the ability to assess each Member an amount as outlined in the Governing Documents for project expenses that do not fall within the approved VGEHA annual budget.

Special assessments are payable by Members in such a manner and at such times as determined by the Board.

Committees

The Board may appoint committees to address specific concerns in the community. These committees are for information only, to be used at the Boards' discretion.

An *Architectural Review Committee* is a standing committee, dedicated to ensuring all modifications and alterations to homes, property and landscaping are made within the guidelines established for Venezia Grande Estates. Until turnover, this committee is controlled by the Developer.



Guidelines – General



Following are general guidelines for VGEHA, in alphabetical order by topic.

Air Conditioning

All homes in Venezia Grande Estates were constructed with central air conditioning and heating units. Therefore, the installation of external/window air conditioners in any structure on your lot is not permitted.

Landscaping should be placed around all external central air conditioning and heating units, so that this equipment is not visible from the street, golf course or neighbors' properties.

Alterations – House Exterior

Please refer to the "House Exterior Alterations" section found later in this Handbook.

Alterations – Landscape

Please refer to the "Guidelines – Landscape Alterations" section found later in this handbook.

Animals

Your pet(s) should not be a nuisance to your neighbors. Excessive barking by a dog, a dog that frequently escapes from the house or a cat that roams the neighborhood is considered a nuisance. Neighbors should not be disturbed by noise or actions created by household pets.

Animals are not permitted to run loose. They must be confined to your property and walked on a hand-held leash. This is a Collier County law.

You must clean up after your pet, whether on your property or in the neighborhood. Do not allow your pet to urinate on any vegetation, other than that on your lot. Any Member whose pet defecates on any Common Areas of any other Members Property shall immediately clean up the pet's waste. Failure to abide by this restriction may result in a fine being levied by the Association.

Owners may keep up to two commonly accepted household dogs, not to exceed 50 pounds each, or up to two cats. No horses, cows, hogs, pigs, swine, goat, chickens, pigeons or any other such animal, fowl or reptile shall be kept on any of the Property.

Annoying Lights, Sounds and Odors

Any light, sound or odor emitted from your lot that can be deemed obnoxious or offensive to others is not permitted. Without limiting the generality of the foregoing, no horns, whistles, bells, other sound devices or lights other than exterior speakers for music or devices used exclusively for security, fire prevention or fire control purposes shall be permitted.

Antennae and Dishes

Exterior antenna or satellite/microwave dish, aerial or other like device on your house or lot are not permitted without approval of VGEHA and VCA.

Dishes may be no larger than 18 inches in diameter.

Approvals

Notwithstanding anything contained herein, anything not specifically allowed requires VGEHA & VCA approval. For items identified in these guidelines as needing VGEHA and VCA approval, please use the forms at the end of this Handbook. Submit completed forms to the Architectural Review Committee.

Awnings

Exterior awnings are not permitted in Venezia Grande Estates.

Banners, Flags and Flagpoles

Permanent and semi-permanent decorative banners may not be hung on your property without VGEHA and VCA approval. Temporary banners used in conjunction with holidays are not permitted, except as stated in the Decorations section found at page 8 of this booklet.

Florida law states that homeowners may display an American flag in a reasonable, respectful manner. All requests to display flags must be submitted in writing to the VGEHA and the VCA prior to doing so. The VGEHA will review the request which should include: flagpole design, materials, height and location on your property. When the American flag is displayed, it should be displayed in a dignified manner and should honor the tradition of the flag. Because of their permanent nature, in-ground flagpoles from which the American flag will be flown need the approval of VGEHA and VCA before being installed. Generally speaking, the location, height and color of the flagpole should be consistent with the size of your property and the scale and design qualities of your home. In addition, the flag should be presented in accordance with all County, State and Federal guidelines. Final design and location of the flag is strictly at the discretion of VGEHA & VCA.

Cable Television

VCA negotiated a bulk rate cable contract for all communities and homes within Vineyards, including Venezia Grande Estates. The negotiated rate is substantially less than that which an individual homeowner could negotiate. VCA charges VGEHA for its portion of the bulk cable contract, and in turn, the bulk cable contract expense appears in the VGEHA annual budget. Therefore, every Member is charged as a part of the quarterly maintenance fee for cable television, regardless of his or her desire to have this service.

CC&Rs – Covenants, Conditions and Restrictions

A copy of the *Covenants, Conditions and Restrictions for Venezia Grande Estates* and the *By-Laws of Venezia Grande Estates Homeowners' Association, Inc.* is delivered to all homeowners prior to closing on their lot/house. To obtain a copy of these documents, please call and make a request to the Vineyards Development Corporation. Copies of these documents will be mailed to you for a duplication/assembly fee.

Clotheslines

Laundry or wash may not be dried on a line outside of your house or visible to a neighbor, golfer or passerby. No clotheslines or drying racks are permitted on the exterior of the home.

Compliance

All Members are required to comply with the CC&Rs and community standards and guidelines.

If you have reasonable evidence that a Member is not complying with the CC&Rs or our community standards and guidelines, please submit a written complaint to VGEHA Board of Directors or VGEHA's Property Manager. Please note, these written complaints must be revealed to the violating party.

Damage and Destruction

Each Member is responsible for the upkeep of their property.

If any portion of your property becomes damaged or destroyed, for whatever reason, you are responsible to begin repairs within thirty (30 days) of the date of the damaging or destructive event and finish as soon as possible, but within no more than six months of the event. Failure to comply could result in an assessment by the VGEHA to the Member of \$50.00 per day unless the Member can satisfactorily prove that such failure is due to circumstances beyond your control.

Decorations – Permanent Ornamentation

Permanent decorations are not permissible within Venezia Grande Estates. This includes, but is not limited to: birdbaths, ponds, sundials, sculptures and statues.

Decorations – Temporary Holiday Decorations

Decorations typically associated with the holidays, except for flags and banners which are not permitted, are permissible, as long as they do not pose a safety hazard, or emit obnoxious lights, sounds or odors. All decorations should reflect the elegance of the community. In addition, all temporary decorations should be placed no sooner than 30 days prior and removed within 10 days after the holiday.

Temporary holiday decorations are not to be placed on VGE neighborhood light posts, street signs nor stop signs. When placing temporary holiday decorations on your lot, please make certain they are not in disrepair.

Mailbox decorations celebrating national holidays or events should be non-obtrusive and tastefully done. Permanent decorations on mailboxes are not allowed.

All temporary holiday decorations must be reviewed and approved by VGEHA and VCA.

Doghouses, Dog Runs and Pet/Animal Cages

Outdoor doghouses, dog runs and other pet/animal cages are not permitted.

Easement Area

The front ten feet of your lot abutting the street contains utility, drainage and access easements. You are required to maintain this easement area. Items within this area may include: street gutter, street signs, mailbox, utility equipment, grass and trees.

If, in front of your house, the street gutter is dirty, it is your responsibility to clean the area at your expense. However, if the street gutter is in need of repair, it is VGEHA's responsibility. Please contact a Board member or VGEHA's Property Manager to have a repair made.

Members that have street, stop, speed limit or caution signs in the easement area are expected to maintain a 30 inch buffer zone around the post for protection from damage by weed whackers and lawnmowers. The buffer zone may be covered with mulch, egg rock or pavers. Grass or weeds are not permitted to grow in the buffer zone.

Your mailbox should be clean and free of any bird droppings, mildew or other discoloration.

If landscaping in your lot's easement area frizzles and/or dies, it is your responsibility to make the replacement, at your expense.

You are expected to regularly prune the landscape trees in your lot's easements area. Palm fronds or other vegetation that impedes vehicular traffic on the street, obstructs streetlights, signs or stop signs, or impedes bicycling/walking on the sidewalk require immediate pruning. Additionally, seedpods from palms and other trees should be pruned before the fruit drops.

Electric Fencing

Invisible electronic fencing used to keep a domestic pet on your property is not permitted. Pets should not be left unattended outside.

Fences and Walls

Fences and/or walls are not permitted on your lot, unless approved by VGEHA and VCA.

Firewood and Compost Heaps

Firewood needs to be kept neatly stacked in an area that does not adversely affect the visual impact of Venezia Grande Estates. Typically, this means that the firewood stack should not be visible from the street, golf course or neighbor's lot.

Compost heaps are not allowed.

Fireworks

Because fireworks and associated flammable/explosive material can be deemed dangerous, as well as obnoxious or unreasonably offensive to others, such devices are not permitted in Venezia Grande Estates except for the Fourth of July and New Year's Eve holidays. Only fireworks that are legally sold in Collier County may be used during those holidays.

Garage Sales

Garage sales are not permitted in Venezia Grande Estates.

Garages

Your garage is to be used for parking your vehicles and/or storage.

You cannot modify your garage to become a temporary or permanent living space.

For safety, security and appearance, you are required to keep you garage doors closed at all times unless you are actively using your garage. All cars must be parked in the garage at all times. No cars or trucks are allowed in the driveway or street overnight at any time.

Golf Course - General

Portions of the Golf Course of Vineyards Country Club border Venezia Grande Estates. Vineyards Country Club and its members own the golf course. Members adjacent to the golf course and their guests should appreciate the beauty and value the golf course brings to Venezia Grande Estates, and, therefore, should respect the golfer's use of the course. **The golf course is meant to be enjoyed by members of Vineyards Country Club and their guests, solely for the purpose of golf.** Homeowners that are not golfing members of Vineyards Country Club are not permitted to play on the course. This is a restriction, except that walking on the course is allowed before 11:00 AM or after 7:00 PM.

Golf Course - Errant Balls

All Venezia Grande Estates homeowners adjacent to the golf course should understand that errant golf balls are a hazard and should be reported to the Golf Course immediately. Homeowners should not attempt to retrieve errant golf balls from the course.

Members of the Venezia Grande Estates should be aware that errant golf balls can cause damage to property and vehicles. Homeowners should be aware of the location of the golf course and the potential for errant golf balls.

Signs

Permitted signs are allowed within a restricted or limited area, as long as they do not pose a safety hazard. Permitted signs may not be installed on your property in any other location. Signs are subject to review and approval by the VGEHA and VCA.

Hazardous Waste

Please do not dump any hazardous materials including, but not limited to: oil, grease, paint or other chemicals on your property, in the streets, lakes or rain sewers. Please abide by Collier County's recycling and environmental regulations. For more information, phone (239) 732-2502 or visit their website at <http://www.co.collier.fl.us/solidwaste>. Each Member shall, in addition, comply with any federal and state laws, ordinances and regulations as related to the environmental laws.

Inappropriate Activity

Any activity that can be deemed offensive, noxious, illegal, unhealthful, injurious, unwholesome, harmful or dangerous by the general community will not be tolerated within Venezia Grande Estates.

Insurance

All Members in Venezia Grande Estates are responsible for carrying, at their own expense, any of the following types of insurance as VGEHA does not insure individual lots or home.

- ❖ Personal property and furnishings on their lot,
- ❖ Hazard on their lot, and
- ❖ Public liability on their lot.

Additionally, you may want to obtain other types of insurance that you personally deem desirable.

Lakes

All lakes contained within our community are meant for visual enjoyment only. Some lakes are located adjacent to or within boundaries of the Vineyards County Club property. Should your lot abut a lake adjacent to or within those boundaries, you cannot build a dock, use a motorboat, canoe or sail in the lake.

For safety, please note all lakes contain run-off pesticide and fertilizer. Therefore, you should not swim or fish for consumption in the lakes. The water is non-potable.

Lawn Watering

All homes in Venezia Grande Estates are constructed with in-ground irrigation systems. It is your responsibility to maintain these systems.

Venezia Grande Estates uses well water and reclaimed water provided by Vineyards Utilities. Vineyards Utilities may dictate watering restrictions at certain times during the year. In addition, you must follow Collier County regulations and restrictions.

Above ground sprinklers are not permitted to be used as your primary irrigation system.

Leasing

All leases must be in writing between you and your lessee and approved by the VGEHA. A signed copy of the lease should be provided to the VGEHA Property Manager.

To insure that Venezia Grande Estates remains a family community, you may only lease your house once a year except in the event of a hardship.

Your tenant and their guests must comply with our Governing Documents and community standards and guidelines. You are liable for any violations by your tenant or their guests. If your tenant or their guests do not comply, this action may be considered a default on the lease.

Lights

External lights to illuminate structures or landscaping for home security may only be used as part of your approved landscape design.

Fixtures used to up-light trees should be concealed by landscaping or installed in-ground.

Permanent fixtures should emit a white light – colored bulbs are not permitted. Lights used in temporary holiday decorations may emit colors.

External lighting should not be annoying or a nuisance to others. All exterior light installation and/or modifications must be reviewed and approved by VGEHA & VCA.

Mailboxes

You are responsible for the maintenance of the mailbox and post on your lot. It should be kept in good working order and must be the original mailbox or an identical replacement.

The United States Postal Service requires that overhanging vegetation be kept trimmed even with the front edge of the mailbox and any overhanging branches be kept trimmed with a clearance of 8 feet above the pavement surface.

Maintenance – House – Disrepair

As a homeowner, you are required to maintain the physical aspects of your property. You are not permitted to allow your house or any other structures on your lot to fall into disrepair. This includes, but is not limited to, repairing any damage, including wear and tear, discolored, faded or chipped paint, driveways, walkways, exterior walls, roof, gutters, fascia, windows, screens, doors, pool cage and screens, and exterior lights.

Please refer to the “Guidelines – House Exterior Alterations” section, found later in this Handbook, for additional information.

Maintenance – House – Painting

You are required to maintain the color of your house by painting/repainting on a regular basis. Typically, in our climate, and dependant on paint type, professionals recommend a fresh coat of pain every four to five years.

Please refer to “Guidelines – House Exterior Alterations” section, found later in this Handbook, for additional information.

Maintenance – House – Pressure Cleaning

Due to our humid climate, mildew and mold is a concern in the overall exterior appearance of our houses. Professionals recommend that the exterior of your house, screened enclosure, driveways, walkways and sidewalks in your lot’s easement area be pressure cleaned at least once a year.

Depending on the color of your house, as well as the materials used in its construction, the frequency needed to maintain the cleanliness of your home’s exterior may vary. Homes with a light color exterior often need to be pressure cleaned twice a year, while darker home exteriors may sometimes be pressure cleaned only once a year.

Maintenance – Landscaping

All landscaping must be maintained in a neat and attractive manner. This would include, but is not limited to, watering, fertilizing and applying pesticides regularly to grass, shrubs and trees, mowing and edging your grass, removing weeds and noxious grasses, trimming and pruning shrubs, trees and grass areas.

You should maintain all trees in your yard. If a tree dies on your property, it should be replaced with a tree of comparable size and height. See the “Recommended Plant Material” listing for types of acceptable trees.

Overall, palms should be pruned of all seedpods and dead fronds at the earliest possible opportunity. Fronds or other vegetation that impede pedestrian or vehicular traffic should be pruned immediately.

Oaks should be pruned of their dead, weakened, interfering, diseased or insect infected branches. In addition, consistent and correct pruning decreases wind resistance and helps prevent storm damage by removing branches that may be snapped off during heavy hurricane winds. Local professionals recommend thinning mature oaks on a regular basis.

Please note: Collier County strictly enforces pruning practices and standards on palms and canopy trees to ensure the vitality and appearance of these trees. If improper pruning is noticed by Code Enforcement, the Member will be liable for the infraction and may have to remove a healthy mature tree and replace it with one or more specimen(s).

Generally speaking, if your grass is longer than 6 inches, it needs to be mowed immediately.

Similarly, if your shrubs and hedges are more than 6 inches out of form, they should be trimmed immediately.

Please refer to the "Guidelines – Landscape Alterations" section, found later in this Handbook for additional information.

Noise

Our homes are for our private enjoyment. Your music or television audio should be heard only by you, not your neighbors, or people on the street or golf course. Bells, whistles, horns or other sound devices, other than those used for security purposes, are not permitted on your lot.

Exterior speakers are permissible and require the approval of VGEHA.

Similarly, when driving your car in Venezia Grande Estates, please be sure to keep your car's audio to a reasonable level.

Neighbors should not be disturbed by noise created by household pets.

Parking – General

Park your vehicles out-of-sight in your garage. Your guest(s) should park in your driveway. Your service resources should park in your driveway not on the street. No vehicles may be parked overnight on the street. Guest vehicles parked overnight in your driveway for a period of more than one week require the approval of VGEHA and VCA. Parking on your lawn, easement area or any unpaved area is prohibited. This restriction will be strictly enforced by towing the vehicle at the Members' expense.

Parking – Vehicles

Abandoned or inoperable vehicles, oversized vehicles, commercial vehicles, recreational vehicles, campers, mobile homes, motor homes, house trailers, other types of trailers, vans, motorcycles, pickup trucks, boat, boat trailers or jet skis are not permitted to be parked or stored on any lot within Venezia Grande Estates, unless maintained in your garage.

Any pickup or similar style truck used for personal/family purposes must be stored in the garage at all times. At no time are they permitted to be parked in the driveway or on the street.

No commercial vehicle may be parked at your property for more than four hours per day, unless that vehicle is necessary in the construction and repair of a structure, landscaping maintenance or on site for medical purposes.

Abandoned or inoperable vehicles are defined as any vehicle that has not been driven by its own propulsion for a period of three weeks or more. Oversized vehicles are those too high or wide to clear the entrance of the garage. Commercial vehicles are defined as any vehicle that is not designed and used for solely customary, personal/family purposes. The lack of commercial-type lettering or graphics is not necessarily a factor regarding the definition of a commercial vehicle.

Any vehicle in violation of this rule will be towed at the Member's expense.

Playground, Basketball and Recreational Equipment

Playground equipment, jungle gyms, swing sets, play houses, trampolines, basketball hoops and backboards shall not be permitted on any unit or property.

You cannot use a street or driveway for the temporary or semi-permanent set-up of any recreational equipment, such as a basketball backboard, hockey goal or volleyball net.

Pools and Related Equipment

All pools and spas must be contained within a screened or fenced area. Pool must be in-ground type.

Permanent and semi-permanent above ground spas are permitted as long as they are contained within a screened enclosure or fenced area and are reasonably hidden from neighbors, golfers and passersby.

To maintain the visual appearance of our community, heaters, filters, chemical feeders and other above ground apparatus located outside of your screened area necessary for the use and maintenance of your pool and/or spa, need to be surrounded by VGEHA and VCA approved landscaping.

Property Use

All homes within Venezia Grande Estates are for single-family use only and are not permitted to be greater than two stories.

Your home is for personal use. Businesses with any associated outside vehicular traffic are not permitted.

For the benefit of you and your community, please abide by existing laws. Illegal activities within Venezia Grande Estates will not be tolerated.

Safety Hazards

Trees and other vegetation that impair visibility, vehicular and pedestrian mobility, or impede street lighting or signage are considered a safety hazard. Please monitor your landscaping and correct any problems immediately.

Parking on your easement or in the street can also pose a safety hazard. Please refer to the "Parking" guidelines in this handbook for any parking recommendations.

Screens and Screening Material

Window, porch and screened enclosures/cage screens should be maintained and free of holes. Screening material can be brown, black or bronze. This requires the approval of VGEHA and VCA.

Screened Enclosures

A majority of the homes in Venezia Grande Estates have a screened enclosure surrounding their outdoor pool and spa. The framing material should be no higher than your house's roofline and no wider than the width of your house's sidewalls. All screened enclosures require the approval of VGEHA and VCA.

Shutters - Hurricane

Hurricane shutters are mandated for new construction and must be in accordance with the VGEHA and VCA guidelines.

All requests for shutters must be received in writing and require the approval of the VGEHA and VCA.

Signs

No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any home unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the VGEHA and VCA.

All signs must also conform with governmental codes and regulation and with design standards and guidelines for signs established by the VGEHA and VCA.

A single approved "Open House" sign may be placed at the entrance of Venezia Grande Estates, as well as on your lot, from 9 AM to 5 PM on Saturdays and Sundays only.

"Open House" signs must be 12" x 18", white, PVC, 2-sided with hunter green lettering and a white stake. Signs are available for purchase from Naples Board of Realtors or Cecil's Copy Express.

A sign from your alarm/security company in conformance with VGEHA and VCA standards and guidelines may not be placed on your lot.

Solar Equipment

Solar equipment, including solar panels, is not permitted in Venezia Grande Estates.

Speeding

The speed limit within Venezia Grande Estates is 25 MPH.

There are many children who play in their front yards and driveways, as well as numerous adults and children who walk or bicycle on our streets. For the benefit of all in our community, please do not speed. Ask your visitors and service people to abide by the speed limit as well.

If you see someone speeding, try to obtain their license plate number and/or a description of the car and call Vineyards Gatehouse at (239) 353-1770. For your own safety, please do not take matters into your own hands.

Structures – Illegal

Semi-permanent or permanent structures other than your own house and specifically pre-approved VGEHA and VCA buildings, are not allowed on your lot. This includes, but is not limited to, plastic or metal storage sheds, barns, shacks, tree houses, play houses, trailers, and garages.

Structures – Temporary

Temporary structures, such as a tent for an event, need VGEHA and VCA approval. Such structures must be removed immediately following the event. Other types of temporary structures are not permitted.

Trash and Recycling

Trash and recyclables are to be placed in appropriate containers and kept inside an enclosed structure – out of the view of your neighbors. Typically, this means inside your garage.

Keep non-trash items out-of-sight from the street, neighbors and golf course until Wednesday, the full pick up day.

You are able to put your trash out at 6 PM, the night before the scheduled pick up. Once the trash/re-cycling has been picked up, you need to place the container and bins out-of-sight by 6 PM, same day.

We strongly recommend you follow Collier County's re-cycling guidelines. More information on re-cycling can be obtained by calling Collier County Recycling Hotline at (239) 775-3900 or visiting their website at www.colliercountyutilities.com.

You can order replacement/extra trash containers and re-cycling bins by phoning Collier County Solid Waster Customer Service at (239) 403-2367.

Vehicles – Decals and Gate Controls

Vineyards access control provides decals and bar codes which affix to your vehicle window for identification purposes at the North and South Gates. The "Gatekeeper" system also allows residents to pre-clear an expected guest. For more information contact the gatehouse at (239) 353-1770.

It is the responsibility of each Member to properly dispose of bar codes upon sale or transfer of vehicle.

Vehicles – unlicensed

All vehicles should be properly licensed and maintained, so that they are not a safety hazard, nuisance or illegal.

Violations

Any violation of these Standards will subject the violating party to all penalties allowed by the Associations Declaration and/or Florida Law.

Wells

Private wells are strictly prohibited and lake water may not be withdrawn for irrigation or any other purpose.

Windows – General

Original or replacement windows must be clear, tinted bronze, gray or smoke. Please make sure the same window style and window tint color is consistently applied throughout your entire house and other structures.

Your interior window coverings, when seen from the exterior of your house, must be white, off white or blend with the exterior color of the house as determined at the sole discretion of the VGEHA and VCA. All front windows must have window coverings. No reflective window coverings are permitted.



Guidelines - House Exterior Alterations



All original home exteriors were approved by VGEHA and VCA. We realize, however, that owners of homes change, and/or styles previously approved may not meet with the current Members' tastes. To that end, any alteration to the exterior of your house will require approval from VGEHA and VCA. This includes, but is not limited to, building an addition or extra permanent structure, changing the color of your house, changing the type and color of your roof, changing entrance doors, changing the exterior lighting of your house and altering your driveway or walkways.

Two forms supplied by VCA are used to obtain VGEHA and VCA approval. These forms are included as attachments in the back of this Handbook. They are entitled "Modification Request Acknowledgement" and "Vineyards Community Association Request for Review." Completed forms should be submitted to the Architectural Review Committee.

Additions and New Structures

You may add to your existing home if there is adequate space available on your lot, as defined by the current county/state building code.

Once determined, you will need VGEHA and VCA approval to place an addition onto your current house or add a new structure and said approval may require a deposit to be used to complete the work should you fail to do so.

Designs for additions and new structures should be consistent with the overall architecture of your existing home. The color, style and construction materials should match your existing architecture.

As the Member, you are responsible for hiring licensed architects and contractors, acquiring the appropriate types and amounts of insurance and ensuring that all building permits are obtained.

Further, you are responsible for any damage to your neighbor's or VGEHA's property that may occur. Again, any such alteration requires the approval of the VGEHA and VCA.

Additions and alterations are at the sole discretion of VGEHA and VCA.

Doors

Replacement doors should be harmonious with the overall architecture of your home. Please acquire VGEHA and VCA approval prior to replacing exterior doors, or changing any exterior door colors.

Driveways and Walkways

Permission from VGEHA and VCA is required to change or alter the shape, color, design or layout of your driveway and/or walkway.

Generally speaking, paver bricks are the preferred materials for driveways and walkways.

Grading

For optimum water drainage purposes, all lots in Venezia Grande Estates were well planned prior to any construction. Typically, interior lots drain from the back towards the street, while lots adjacent to the golf course or a lake drain half to the street and half to the lake/golf course.

Changes in grading may cause water to pond in less than desirable areas. Therefore, permission from VGEHA and VCA is needed before any change to your lot's grading is made.

Lighting

Design changes to external lighting and/or the addition of external fixtures require approval from VGEHA and VCA.

Generally speaking, new or additional light fixtures should be consistent with the character of your house and visually blend with the Venezia Grande Estates community.

Materials

To maintain a harmonious neighborhood, recommended external materials include stucco, wood, brick and other natural materials.

Imitation materials, such as vinyl siding, no matter if they are of the highest quality, will not be permitted.

Minimum Square Footage

The minimum home size permitted at Venezia Grande Estates is 4,000 square feet of air conditioned space. No structure may exceed thirty-five (35) feet in height above the finished floor of the structure.

Paint Colors

You may repaint your house, or any portion of it, in the same color without prior permission from VGEHA and VCA.

However, if you wish to repaint your entire house or any portion of your house in a different color from which it is currently, approval from VGEHA and VCA is required.

When selecting colors, please keep in mind that a primary goal of Venezia Grande Estates is to achieve and maintain a harmonious visual sense throughout the community. For visual diversity in our community, it is required that the primary color of your house be different from that of your immediate neighbors.

Roof

All new roofs must be constructed of tile or slate. All replacement roofs are to be replaced with material similar to the original. You may replace your roof tile without prior approval if it is the same material and color as the original roof. If you choose to change the material, the material color or paint your roof, approval from VGEHA and VCA is necessary.

Replacing a tiled roof with asphalt shingles is not permissible.

Setbacks

The following are the guidelines for set backs in Venezia Grande Estates:

- ❖ 25' front setback (20' with a side entry garage)
- ❖ 25' back setback (rear principal)
- ❖ 7.5' side setback for one-story homes, 10' setback for two-story homes
- ❖ 10' back accessory structure

The VGEHA and/or VCA reserve the right to adjust setbacks if they deem appropriate and necessary.



Guidelines – Landscape Alterations



Significant Changes to Your Landscape

Significantly changing the landscape on your property can be defined as adding, moving or removing a canopy or sub-canopy tree and/or palm or adding any planting material over three feet tall. If you choose to remedy a landscape problem or significantly change your existing landscaping, you will need permission from VGEHA and VCA.

Also, a significant change to your landscaping includes replacing or changing 50% of your existing plantings (shrubs, ground covering, vining plants and sodded areas). Therefore, to err on the safe side, please acquire permission from VGEHA and VCA before altering your landscape.

Recommended Replacement Plant Material

All replacement plant material must be Florida Fancy, or, Florida Grade #1, as defined in "Grade and Standards for Nursery Plants, State Plant Board of Florida." Generally speaking, plants procured from Naples high-end nurseries, as well as the major home improvements retailers, typically fall into these two categories.

We do get a rare freeze in Venezia Grande Estates. Therefore, plants susceptible to freeze damage are generally unacceptable in an overall landscaping theme.

Further, please do not plant ornamentals that require an extraordinary amount of pruning and trimming, unless you intend to constantly maintain the plant(s). Topiaries in standard designs, such as spirals or round balls are acceptable. However, topiary in the shape of an animal would most likely not be permitted.

Please refer to the "Recommended Plant Material" listing found at the end of this Handbook for plants that thrive in our community.

Unacceptable Plant Material

Also, some plants are not recommended for landscaping within Venezia Grande Estates because their root system can choke and interfere with underground lines or because they do not hold up to soil or drought conditions.

Please refer to the "Unacceptable Plant Material" listing found at the end of this handbook.

Unacceptable Planting

No planting will be allowed that blocks a neighbor's view of the water or golf course.

Sod and Grassed Areas

With the exception of trees, shrubs, ground covering and vining plants, your lot must be maintained with sand-grown "Floritam" sod.

Covering a large area of your front, side or back yard with decorative stone or monolithic paving (such as concrete, pavers or stone) is not permitted. Conversely, an unreasonable abundance and variety of shrubs, ground covering, vining plants and/or annuals in your grassed area is not permitted.



Recommended Plant Material



Canopy Trees

- Golden Rain Tree
- Hong Kong Orchid
- Jacaranda
- Laurel Oak*
- Live Oak*
- Red Maple*
- Southern Magnolia*
- Sweet Gum
- *Required trees for front yard canopy

Palms

- Cabbage Palm
- Canary Island Date Palm
- Chinese Fan Palm
- Coconut Palm
- European Fan Palm
- King Sago
- Paurotis Palm
- Pygmy Date Palm
- Queen Palm
- Royal Palm
- Senegal Date Palm
- Washingtonia Palm
- Zahedi Date Palm

Sub-Canopy Trees

- Bald Cypress
- Bottlebrush
- Cattley Guava
- Citrus Trees, Upon Approval
- Crepe Myrtle
- Dahoon Holly
- East Palatka Holly
- Jamaican Caper
- Jerusalem Thorn
- Ligustrum Recurv
- Ligustrum Wax Privet
- Loquat
- Tree Ligustrum
- Upright Podocarpus
- Wax Myrtle
- Weeping Podocarpus
- Yaupon Holly

Shrubs

- Bird of Paradise
- Bougainvillea
- Cast Iron Plant
- Cattley Guava
- Crimin Lilly
- Dwarf Burfordii
- Dwarf Vomitoria
- Eugenia
- Fakahatchee Grass
- Gardenia
- Indian Hawthorn
- Ixora
- Jasminum
- Ligustrum
- Myrsine
- Oleander
- Orange Jasmine
- Photinia "Red Top"
- Pittosporum
- Podocarpus
- Pyracantha
- Silverthorn
- Spicewood
- Texas Sage
- Thryallis
- Twisted Juniper
- Viburnum
- Wax Myrtle
- Zamia

Ground Cover and Vines

- African Iris
- Asparagus Ferns
- Blue Daze
- Carolina Jasmine
- Confederate Jasmine
- Day Lilies
- Dwarf Shore Juniper
- Ficus Vine
- Lantana
- Liriope (Evergreen Giant)
- Mexican Flame Vine
- Oyster Plant
- Parsoni Juniper
- Procumbens Juniper
- White Fountain Grass

Unacceptable Plant Material



Acacia
Areca Palm
Australian Pine
Black Olive
Brazilian Pepper
Buttonwood
Camphor Tree
Carissa
Carrotwood
Century Plant
Chinese Tallow
Cocoplum
Downy Myrtle
Ficus
Fruit Trees Excepting Approved Citrus
Gumbo Limbo
Indian Rosewood
Italian Cypress
Mahogany
Manila Palm
Melaleuca
Norfolk Pine
Pampas Grass
Parlor Pine
Pindo Palm
Scauvola
Schefflera
Screw Pine
Sea Grape
Silk Oak
Spineless Yucca
Travelers Tree
Weeping Yaupon

VINEYARDS COMMUNITY ASSOCIATION
REQUEST FOR REVIEW
EXTERIOR ARCHITECTURAL AND/OR LANDSCAPE MODIFICATION

OR: 3246 PG: 3358

OWNER DATA
Owners Name: _____
Community: _____
Lot # _____
Street Address: _____
Day Phone: _____ Evening Phone: _____

MODIFICATION SPECIFICATIONS
Describe Modification Requested: _____

Location (be specific) _____
Color _____ Dimensions _____
Materials _____

Expected Date of Completion _____

SUBMITTAL REQUIREMENTS CHECKLIST
____ Request for Review (This Form)
____ Signed Acknowledgement
____ Three copies of plans - must show distance from adjacent units
____ Samples of product and manufacturer specifications (3)
____ Receipt (To be maintained by owner upon submittal)

FOR COMMITTEE USE ONLY

NEIGHBORHOOD BOARD OR DIRECTORS OR AUTHORIZED COMMITTEE
Date Received _____ () Approved
_____ () Disapproved
Board/Committee Signatures: _____

VINEYARDS COMMUNITY ASSOCIATION MODIFICATION COMMITTEE
Date Received _____ () Approved
_____ () Disapproved
Board/Committee Signatures: _____

MODIFICATION REQUEST
ACKNOWLEDGEMENT

Approval is hereby requested to make modifications as described on the attached Request for Review, Exterior Architectural and/or Landscape Modification form.

In requesting approval of this construction, I acknowledge full responsibility for the contractor's performance.

I understand:

That the purpose of the Modifications Committee inspection is to determine that construction has been completed in conformity with the approved proposal and the premises left in good condition.

That the Modification Committee approval does not constitute a representative or warranty of the quality of the work performed and that I am solely responsible for determining that the contractor's performance is satisfactory.

That neither the Vineyards Community Association Board of Directors, the neighborhood Boards, their Committees or Employees in any way endorse contractors or vendors for work within the community.

That I should obtain a copy of my contractor's license and an original certificate of insurance.

That I will notify the Modifications Committee of the Construction Schedule and Project Completion Date so inspections can be arranged.

That I will comply with all State and County building code requirements, attain a license if required for my particular modification and post said license.

I, the undersigned unit owner(s), accept the responsibility for any structural or water damage resulting from work done at my unit. Upon resale the new owner(s) becomes responsible for same as stated in the restrictive covenant.

Signature of Owner

Signature of Owner

Date: _____

Date: _____

This instrument prepared by:

Robert F. Rogers, Esquire
75 Vineyards Boulevard, Suite 500
Naples, Florida 34119
(239) 353-1973

Retn:
ROBERT ROGERS
75 VINEYARDS BLVD
NAPLES FL 34119

**FIRST AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF
VENEZIA GRANDE ESTATES HOMEOWNERS ASSOCIATION**

THIS AMENDMENT is made this 7th day April, 2003, by Vineyards Development Corporation, a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Covenants, Conditions and Restrictions of Venezia Grande Estates Homeowners Association, in Official Records Book 3246, Pages 3293, et seq., of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, the Declaration reserves the right of the Developer to make amendments to the Declaration which the Developer now desires to do.

NOW, THEREFORE, the Developer, pursuant to the aforesaid rights, hereby amends the Declaration as follows:


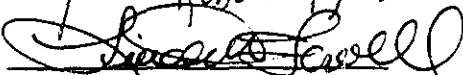
- A. Notwithstanding anything herein to the contrary, no addition to any home will be allowed that increases the air conditioned living space by more than twenty percent.


IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to the Declaration of Condominium to be executed by its undersigned duly authorized officer on the date set forth above.

Signed sealed and delivered in the presence of:

VINEYARDS DEVELOPMENT CORPORATION
a Florida corporation

Witness:


 Print Name: Robert Rogers

 Print Name: LINDA H. FOWELL

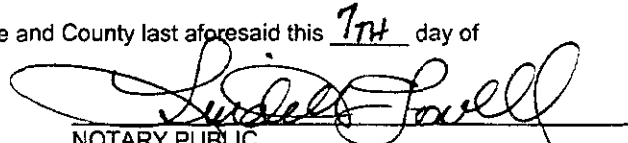

 Michel Saadeh, President

Address: 75 Vineyards Boulevard, Suite 500
Naples, Florida 34119

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHEL SAADEH, who is personally known to me and who is known to be the President of VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 7TH day of APRIL, 2003.


NOTARY PUBLIC

V:\VDC\Legal\ROBERT\DEVELOP\VENEZIA\AMEND1.doc



This instrument prepared by:

Robert F. Rogers, Esquire
75 Vineyards Boulevard, Suite 500
Naples, Florida 34119
(239) 353-1973

**SECOND AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF
VENEZIA GRANDE ESTATES HOMEOWNERS ASSOCIATION**

THIS AMENDMENT is made this 23 day JUNE, 2009, by Vineyards Development Corporation, a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Covenants, Conditions and Restrictions of Venezia Grande Estates Homeowners Association, in Official Records Book 3246, Pages 3293, et seq., of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, the Declaration reserves the right of the Developer to make amendments to the Declaration which the Developer now desires to do.

NOW, THEREFORE, the Developer, pursuant to the aforesaid rights, hereby amends the Declaration as follows:

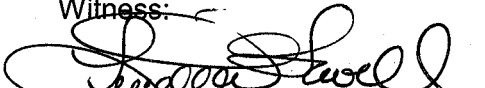
- A. The attached page 20 of the Venezia Grande Estates Homeowners' Association Handbook recorded in O.R. Book 3246, Page 3352, is hereby changed to correct a scrivener's error in the minimum square footage changing it from 4,000 square feet to 3,500 square feet as stated in Article 10 of the Declaration.

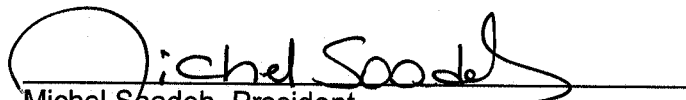
IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to the Declaration of Condominium to be executed by its undersigned duly authorized officer on the date set forth above.

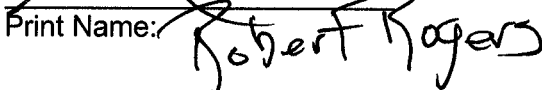
Signed sealed and delivered in the presence of:

VINEYARDS DEVELOPMENT CORPORATION
a Florida corporation

Witness:


Print Name: LINDA H. FOWLER


Michel Saadeh, President

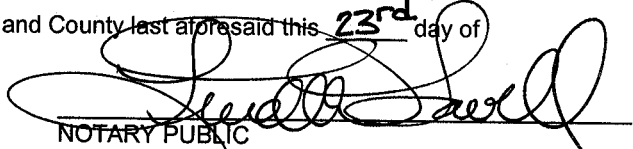

Print Name: Robert Rogers

Address: 75 Vineyards Boulevard, Suite 500
Naples, Florida 34119

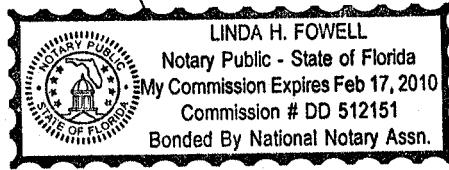
STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHEL SAADEH, who is personally known to me and who is known to be the President of VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of JUNE, 2009.


NOTARY PUBLIC

V:\VDC\Legal\ROBERT\DEVELOP\VENEZIA\AMEND2.doc



Doors

Replacement doors should be harmonious with the overall architecture of your home. Please acquire VGHA and VCA approval prior to replacing exterior doors, or changing any exterior door colors.

Driveways and Walkways

Permission from VGEHA and VCA is required to change or alter the shape, color, design or layout of your driveway and/or walkway.

Generally speaking, paver bricks are the preferred materials for driveways and walkways.

Grading

For optimum water drainage purposes, all lots in Venezia Grande Estates were well planned prior to any construction. Typically, interior lots drain from the back towards the street, while lots adjacent to the golf course or a lake drain half to the street and half to the lake/golf course.

Changes in grading may cause water to pond in less than desirable areas. Therefore, permission from VGEHA and VCA is needed before any change to your lot's grading is made.

Lighting

Design changes to external lighting and/or the addition of external fixtures require approval from VGEHA and VCA.

Generally speaking, new or additional light fixtures should be consistent with the character of your house and visually blend with the Venezia Grande Estates community.

Materials

To maintain a harmonious neighborhood, recommended external materials include stucco, wood, brick and other natural materials.

Imitation materials, such as vinyl siding, no matter if they are of the highest quality, will not be permitted.

Minimum Square Footage

The minimum home size permitted at Venezia Grande Estates is 3,500 square feet of air conditioned space. No structure may exceed thirty-five (35) feet in height above the finished floor of the structure.