

DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by RIVOLTA-BOREL, INC., a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, (hereinafter referred to as the "LONGWOOD VILLAS UNIT ONE"), which is a portion of that real property described in Exhibit "B", (hereinafter referred to as "LONGWOOD RUN"); and

WHEREAS, the LONGWOOD VILLAS UNIT ONE shall be one of the housing types of the development known as LONGWOOD RUN, all in accordance with all applicable zoning ordinances and regulations; and

WHEREAS, LONGWOOD VILLAS UNIT ONE will comprise various residential dwelling units in buildings containing two (2) or five (5) units as illustrated within the Subdivision plat; and

WHEREAS, Developer has established a land use plan for a portion of LONGWOOD RUN known as the LONGWOOD VILLAS UNIT ONE and desires to provide for the preservation of the values and amenities hereby established and as may be established for this and additional portions of the LONGWOOD RUN hereafter committed to a land use plan and to this end does hereby subject to the land use covenants, restrictions, easements, reservations and regulations, burdens and liens hereinafter set forth;

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as the LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of the LONGWOOD VILLAS UNIT ONE, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided, for the purposes of promoting the recreation, convenience, safety, and welfare of the residents therein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the LONGWOOD VILLAS UNIT ONE,

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shall be committed to this Declaration, shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, which shall be binding upon all persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns. Attached hereto and made a part hereof by this reference as Exhibits 1 and 2 is a copy of the Articles of Incorporation and By-Laws for the Association.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the LONGWOOD VILLAS UNIT ONE and Developer, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "LONGWOOD VILLAS UNIT ONE" shall mean and refer to that certain real property which is a portion of that real property platted as LONGWOOD VILLAS UNIT ONE which is hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Community Association" shall mean and refer to the LONGWOOD RUN COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

Section 5. "Lakes" shall mean and refer to that real property to be owned by the Community Association and shall be used for the common benefit and enjoyment of the members of the Community Association. The Lakes to be initially owned by the Community Association are described as follows:

TRACTS H of LONGWOOD VILLAS UNIT ONE, according to the Plat thereof, as recorded in Plat Book 30, at Page 29-29A, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

Section 6. "Common Drives" shall mean all real property owned by the Community Association for the common benefit of the members of the Community

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Association for common access and ingress and egress. Common Drives to be initially owned by the Community Association are described as follows:

TRACTS A, B and C of LONGWOOD VILLAS UNIT ONE, according to the Plat thereof, as recorded in Plat Book 30, at Page 29-29A of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

Section 7. "Recreation parcel" shall mean and refer to the real property together with the improvements and personal property thereon, which property shall be owned by the Community Association, and is described as follows:

There is no initial TRACT _____ of LONGWOOD VILLAS UNIT ONE according to the Plat thereof, as recorded in Plat Book 30, at Page 29-29A, of the Public Records of Sarasota County, Florida.

Section 8. "Lot" shall mean and refer to those plots of land shown upon the recorded Subdivision map of the Properties with the exception of the Common Open Space, the Common Drives, the Recreation Parcels, the Lakes and shall specifically refer to the following:

Lots 1 through 24, both inclusive, of LONGWOOD VILLAS UNIT ONE, according to the Plat thereof, as recorded in Plat Book 30, at Page 29-29A, of the Public Records of Sarasota County, Florida, and such further Lots as subsequently created by subsequent platting.

Section 9. "Common Open Space" shall mean and refer to that certain real property owned by the Association for the common benefit and enjoyment of the members of the Association. The Common Open Space to be owned by the Association is described as follows:

TRACTS "D, E, F, G and I" of LONGWOOD VILLAS UNIT ONE, according to the Plat thereof, as recorded in Plat Book 30, at Page 29-29A of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Association.

Section 10. "Developer" shall mean and refer to RIVOLTA-BOREL, INC., its successors and assigns; RIVOLTA-BOREL, INC., shall at all times have the right to assign its interests herein to any successor or nominee.

Section 11. "Villa" means a one family dwelling unit attached to another dwelling unit by a common party fire wall or portions thereof or by another common wall.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Open Space, Common Drives, Lakes, Recreation Parcel, (pursuant to that Declaration of Covenants and Restrictions for LONGWOOD VILLAS UNIT ONE) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. All provisions of this Declaration, any plat of all or any part or parts of the LONGWOOD VILLAS UNIT ONE and the Articles of Incorporation and By-Laws of the Association;

B. All provisions of the Declaration of Covenants and Restrictions for LONGWOOD RUN and Exhibits attached thereto;

C. Rules and regulations adopted by the Community Association governing use and enjoyment of the Lakes, Common Drives and Recreational Parcel;

D. Rules and regulations adopted by the Association governing the use and enjoyment of the Common Open Space;

E. The right of the Community Association to charge reasonable admission and other fees for the use of any Recreational facility;

F. The right of the Association to cease maintaining the grassed areas within the inside of an individual's property line (but outside of walled/fenced areas) when said grassed areas are improved by the planting of shrubbery or ground cover without prior consent of the Association; said maintenance only includes mowing, trimming, irrigation and fertilization.

G. The right of the Association to suspend the voting rights of any Owner for any period which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

J. An exclusive easement for the unintentional and non-negligent encroachment by any Villa upon any other Villa for any reason not caused by or resulting from the willful or negligent act of Developer or any Villa owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the extent of such encroachment.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the appropriate By-Laws, his right of enjoyment to the Common Open Space, Common Drives and the Lakes and Recreational Parcel to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Open Space, Common Drives, Lakes and the Recreational Parcel shall be restricted to the following uses:

(a) The Common Open Space, now and forever, shall be restricted hereby such that they shall be used in the manner set forth in that certain Declaration of Covenants and Restrictions for LONGWOOD VILLAS UNIT ONE for the benefit of the members of the LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

(b) The Recreation Parcel and Lakes shall be restricted hereby such that they shall be used in the manner set forth in that certain Declaration of Covenants and Restrictions for LONGWOOD VILLAS UNIT ONE for the benefit of the members of the LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

(c) The Common Drives, now and forever, shall be restricted such that they shall be used for the benefit of the members of the Community Association as and for easements and rights-of-way for construction, operation and maintenance of utility, sewage and drainage facilities and also for common access and ingress and egress. The Common Drives shall be kept free and clear of obstructions, except as reasonable for construction, operation and maintenance, traffic and speed control.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class "A" members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class "B" member(s) shall be the Developer as defined in this Declaration, and shall be entitled to three votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class "A" membership equals the total votes outstanding in Class "B" membership; or

(b) The expiration of three (3) years from and after the date of closing at the sale of the first Lot sold by Developer.

ARTICLE IV

COVENANT FOR MAINTENANCE

Section 1. The Association shall at all times maintain the inside of an individual's Lot/property line, as long as said areas are not fenced/walled in nor improved by the planting of shrubbery, trees or ground cover, not previously consented to (said maintenance only includes mowing, trimming, irrigation and fertilization) in good condition and repair. The Association shall also maintain the Common Open Spaces and repair and replace all landscaping, structures and other improvements located thereon.

Section 2. The Association shall be responsible for the maintenance, repair and replacement of the exterior surfaces of the Residential Villas, including without limitation, the exterior walls, roofs and exterior lights excluding patio lights. The Association shall not be responsible for repair or replacement of windows, glass, sliding glass doors or screening. The assessment and collection of any special assessments required to maintain the exterior surfaces of the Villas in accordance herewith shall be made pursuant to the assessment powers and lien rights of the Association for Association Expenses and shall be paid by all Villa Owners on an equal basis for the type of Villa owned.

Section 3. Each Villa Owner shall be responsible for and pay the cost of maintaining, repairing and replacing everything within the confines of the Residential Villa which is not to be maintained by the Association pursuant to this Article, including without limitation, the following:

- (A) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling;
- (B) All built-in shelves, cabinets, counters, storage areas, and closets;
- (C) All mechanical, ventilating, heating and air conditioning equipment serving the individual Villa; any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;
- (D) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective Villa; all electric lines between the Villa and its individual service panel or meter, and all water and waste lines between the Villa and the main distribution lines;

(E) All interior doors, walls, partitions, and room dividers;

(F) All furniture, furnishings and personal property contained within the respective Villa;

(G) All exterior doors, sliding glass doors, windows and screening, which shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building.

ARTICLE V

Amended 20 April 2016

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Association

The ~~Developer~~, for each Lot owned within LONGWOOD VILLAS UNIT ONE, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon from the due date at the rate of eighteen percent (18%) per annum, and costs of collection thereof (including reasonable attorneys' fees) shall be a charge on the Lot and shall be a continuing lien upon the Villa(s) against which each such assessment is made, and shall also be the personal obligation of the Owner.

Section 2. Purpose of Assessments.

The Assessments levied by the Association shall be used primarily to promote the recreation, health, safety and welfare of the residents in LONGWOOD VILLAS UNIT ONE and for the improvement and maintenance of the Common Open Space, if any is owned by the Association, and inside of an individual's lot/property line which is not fenced/walled in nor improved, (maintenance inside of a lot line includes mowing, trimming, irrigation and fertilization), and of the villas situated upon the properties.

Section 3. Developer's Assessment Guaranty.

The Developer guarantees to initial purchasers of Lots in LONGWOOD VILLAS UNIT ONE that the monthly assessments due from such purchasers as owners of lots for items of common expense of the Association will not exceed the amount therefor reflected in the initial budget for the Association which is provided to such purchasers by the Developer during the first calendar year after the first conveyance of a Villa by the Developer and thereafter will not exceed 115% of the amount assessed to such purchasers during the prior year each year thereafter. This guaranty shall be in force only until the earlier (i) the date upon which a majority of the

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Board of the Directors of the Association are elected by Villa owners other than the Developer or (ii) such earlier date as Developer elects to terminate this guaranty and pay its proportional share of assessments for common expenses of the Association based upon the number of Lots owned by Developer. During the period of time this guaranty is in force and effect the Developer, as owner of such Lots, as are owned by it, shall be relieved from the obligation of paying its prorata share of assessments for common expenses of the Association, but instead shall be obligated to pay to the Association any sums in excess of sums due from all Villa owners other than the Developer which are necessary to pay the actual expenses of the Association

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Open Space, including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of three-quarters (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) less than the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Villa types, based upon a fraction, the numerator of which is 1 and the denominator of which shall be the number of Villa types subject to assessment, subject to Section 3 hereof.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

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The assessments for which provision is herein made shall commence as to all Lots on the first day of the month following conveyance of the Common Open Space. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Association, may be collected on a monthly, quarterly or semi-annual basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 8. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association, may at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Open Space and Common Drives or abandonment of his Lot.

~~Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to tax liens and the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarter-annual payments over a period of not less than ten (10) years and shall be subordinate to any mortgage held or insured by any Institutional Mortgagee regardless of the period of amortization. The sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No~~

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~~sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.~~

Section 10. Exempt property. All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

SUBSEQUENT DEVELOPMENTS AND ANNEXATION

Section 1. Annexation Without Association Approval. Additional lands within LONGWOOD RUN may be annexed by the Developer in whole or in part without the consent of members within ten (10) years of the date of this instrument. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Sarasota County, Florida, of an Amendment hereto properly executed by the Developer and without the consent of members or Institutional Mortgages holding mortgages on the Lots. Until such Amendment is recorded no provision of this Declaration shall be effective as to all or any portion of the remaining lands in LONGWOOD RUN except for the property described in Article I, Sections 5 through 9, nor shall this Declaration constitute a cloud or encumbrance on the title to said remaining lands.

Section 2. Other Annexation of Property. Additional residential or commercial property, common area and/or recreational facilities outside LONGWOOD RUN may be annexed to the Property with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Sarasota County, Florida.

ARTICLE VII

LAND USE RESTRICTIONS

As long as there is a Class "B" membership, the Developer shall have the right, from time to time, to file land use restrictions applicable to annexed properties that are not in conflict with the provisions hereof without consent of members or Institutional Mortgagees holding mortgages on the Lots.

ARTICLE VIII

ARCHITECTURAL CONTROL

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No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition or change or alteration therein including a change of the building exterior paint, color or mailbox be made nor shall any improvements be made within the individual's Lot line or property line until the plan and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications deemed sufficient by the Board have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits. This Article shall not apply to any structures built by, on behalf of and/or sold by Developer, its successors and assigns.

ARTICLE IX

MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an Owner of any Lot herein shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon.

The cost of such exterior maintenance shall be assessed against the subject Lot and such assessment shall be a charge on the land and shall be a continuing lien upon the property. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the owner(s) of the Lot.

ARTICLE X

UTILITY SERVICE

Developer hereby dedicates certain portions of LONGWOOD VILLAS UNIT ONE through which easements are hereinafter granted for use by all utilities for the construction and maintenance of their respective facilities servicing the lands described in this Declaration; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements shall be as shown on any recorded subdivision plat of the properties. Additional easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration and shall be evidenced by an Agreement with such utility recorded in the Public Records of Sarasota County, Florida.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall recover court costs and reasonable attorneys fees, including appellacy.

Section 2. 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.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land 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. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the owners of seventy-five percent (75%) or more of the Lots, and thereafter by an instrument signed by the owners of seventy-five percent (75%) or more of the Lots. Notwithstanding the above, (a) any amendment affecting the Maintenance Provisions hereof or the lien for such maintenance

must be approved by the Board of County Commissioners of Sarasota County, Florida, and (b) the Developer shall have the right to amend this Declaration to clarify any ambiguities or conflicts; and (c) Developer will have the right to amend this Declaration pursuant to Article VI without the consent of any Owners and/or mortgagees. Any amendment must be recorded in the Public Records to become effective.

ARTICLE XII

ADDITIONAL AMENITIES

Section 1. Some of the Residential Villas may be initially constructed by the Developer to include as an originally designed area swimming pools, decks, hot tubs and privacy fences, which said amenities shall be located wholly within the parcels of real property or Lots and shall not be expanded or enlarged beyond the original area thereafter. The exteriors of such privacy fences shall constitute exterior surfaces to be maintained by the Association in accordance with the Article IV hereof. The interior surfaces of the privacy fences, all landscaping, lawns and sprinkling systems and the swimming pools, decks and hot tubs located within the privacy fences shall be maintained, repaired and replaced by the individual Villa Owners at their expense.

Section 2. In those instances where the Villas are conveyed by the Developer to Villa Owners without the said amenities, those Villa Owners or their successors may add the same at any time thereafter, provided construction of all such improvements shall be performed by reputable contractors in accordance with plans and specifications prepared by licensed architects which shall be subject to the prior written approval of a majority of the Board of Directors of the Association sitting as an Architectural Control Committee. The Board of Directors shall either grant such approval or deny the same based upon its decision as to whether the improvements will be aesthetically pleasing and consistent with the original design of the Villas in LONGWOOD VILLAS UNIT ONE and similar to other such improvements previously constructed in LONGWOOD VILLAS UNIT ONE, and the decision of the Board of Directors will be final.

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ARTICLE XIII

MASTER ASSOCIATION

Section 1. The LONGWOOD VILLAS UNIT ONE Property is located within a large tract of land known as "LONGWOOD RUN", which is being developed in several different and distinct homeowners' association projects, subdivisions and condominium projects and certain facilities, including the main entrance boulevard known as Longwood Blvd., landscaping, security facilities, the sewage treatment plant, drainage easements and lakes, trails and the buffer areas are used in common for the benefit of all of the projects within the LONGWOOD RUN lands.

Section 2. A Master Association known as LONGWOOD RUN COMMUNITY ASSOCIATION, INC., a Florida Corporation Not for Profit, has been formed for the purpose of owning, operating and maintaining some of the facilities utilized by the Villa Owners in the various homeowners', subdivision and condominium projects, including said landscaping, security facilities, drainage easements and lakes, trails and buffer areas.

Section 3. LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC. and the other homeowners' associations and subdivision and condominium associations constitute the members of the Community Association and as such are charged with the duties and obligations and are subject to the covenants, restrictions, easements and conditions contained in the LONGWOOD RUN COMMUNITY ASSOCIATION, INC. Declaration of Master Covenants and Restrictions recorded in Official Records Book 1784, Pages 0722 through 0775, inclusive, Public Records of Sarasota County, Florida.

Section 4. As members of the Association, Villa Owners in LONGWOOD VILLAS UNIT ONE are entitled to the use and benefit of all of said facilities and the proportionate share of the costs of maintenance, repair, replacement, and operation thereof shall be an Association expense to be paid by the Unit Owners in payment of their Assessments.

ARTICLE XIV

INSURANCE

Section 1. The Association shall maintain a master policy or policies to insure all Villa buildings and improvements on the real property. This coverage

shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

(A) The coverages will EXCLUDE the following:

1. Foundation and Excavation Costs;
2. Any increase in the value of a Villa as a result of special improvements, alterations and betterments not common to comparable Villas.

(B) The coverages will INCLUDE the following:

1. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and
2. Such other risks as from time to time shall be customarily covered in buildings similarly built, located and used such as insurance covering windstorm, vandalism and malicious mischief.

(C) The policies shall state whether the following items are included as THE VILLA OWNERS MAY INSURE THEMSELVES FOR SUCH ITEMS if the master policy excludes them:

1. Cooling and heating equipment;
2. Appliances, such as dishwasher, washer, dryer, refrigerator, oven, range, water heater, etc., whether or not those items are built in;
3. Carpets and other floor coverings except the floor slab;
4. Inside Plant and other inside wall finishes;
5. Non-Load-bearing interior walls;
6. Sliding glass doors and screens.

(D) When appropriate and possible, the policies shall waive the insurer's right to:

1. Subrogation against the Association and against the Villa Owners, individually and as a group;
2. The prorate clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
3. Avoid liability for a loss that is caused by an action of the Board, or by a member of the Board or by one or more Villa Owners.

Section 2. The Association shall obtain and maintain Public Liability Insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage, and with cross liability endorsements to cover liabilities of the Villa Owners as a group to a Villa Owner. Such insurance shall insure the Association and its members for liability resulting from use of any Common Area. All such policies shall name

the Association (and the Developer until the Transfer Date) as their respective interest may appear, as the insured under such policy or policies.

Section 3. The Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty percent (150%) of three (3) months operating expenses, and the amount in reserve as of the end of each fiscal year of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

Section 4. All insurance shall be issued by a company authorized to do business in the State of Florida.

Section 5. The named insured shall be the Association hereby appointed by this Declaration as trustee for Villa Owners covered by the policy which shall name them and by endorsement name a successor in title and shall include Institutional Mortgagees who hold mortgages upon Villas covered by the policy whether or not the Mortgagees are named. The Board may authorize an "Insurance Trustee" to maintain the policies and receive any proceeds of such policies.

Section 6. Premiums on policies purchased by the Association shall be paid as an Association Expense. However, if the amount of a premium is increased because a Villa or its appurtenances is misused or abandoned, then the Owner will furnish evidence of premium payment to each mortgagee upon request.

Section 7. All insurance policies purchased by the Association shall be for the benefit of the Association and/or the Villa Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the BARNETT BANK OF MANATEE COUNTY, N.A., as Trustee, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association, the trustee being referred to herein as the "Insurance Trustee", provided, that no Insurance Trustee shall be designated whose accounts are not government insured or guaranteed. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Villa Owners and their Mortgagees in the

following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(A) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(B) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Villa Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Villa.

(C) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds to be paid shall be distributed to the beneficial owners, remittances to Villa Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the Mortgagee of a Villa.

(D) In making distribution to Villa Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Villa Owners and their respective shares of the distribution.

Section 8. The Association is hereby irrevocably appointed agent for each Villa Owner and for each Owner of any other interest in the Property and to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

Section 9. The Association shall carry such worker's compensation insurance as may be required by law and any other insurance as the Board of Directors may determine to be desirable from time to time.

Section 10. Insurance policies shall be available for inspection by Unit Owners or by their authorized representatives at reasonable times at the office of the Association.

ARTICLE XV

RECONSTRUCTION AND REPAIR AFTER CASUALTY

Section 1. If any Residential Villa or any part of the Common Areas is damaged by casualty, such damage shall be reconstructed or repaired, unless the Association and the owner of a Villa, with the consent of any Institutional Mortgagee holding a mortgage thereon, determines that such reconstruction or repair should not occur due to some equitable consideration. It is the intent of this provision that the overall plan of quality of LONGWOOD VILLAS UNIT ONE be maintained by requiring damaged Villas to be rebuilt or repaired and that unsightly and dangerous conditions be remedied as soon as is practicable.

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Section 2. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, or if none, then according to plans and specifications approved by the Board, and if the damaged property is a Residential Villa, by the Owners of all Villas in the affected building.

Section 3. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during that work or upon completion of the work, the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Villa Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for an Association Expense, except that the cost of construction, reconstruction and repair occasioned by special improvements made at the request of the Owner and not common to other Villas shall be assessed to such Owner solely.

ARTICLE XVI

SALE, TRANSFER, LEASE OR OCCUPANCY

Section 1. In view of the close proximity of the Villas, the mutual utilization and sharing of the Common Areas, and common recreational facilities, the necessity of congeniality and compatibility between the Villa Owners and occupants and the need for financial responsibility of the Villa Owners, the sale, transfer, lease and occupancy of Villas by any parties other than the Developer shall be subject to the following provisions for as long as the Association exists:

(A) No Villa Owner may dispose of a Villa or any interest in a Villa by sale without approval of the Association.

(B) No Villa Owner may lease a Villa without approval of the Association, except with the express written consent of the Board of Directors of the Association or of the Developer, and such consent when once given and relied upon in connection with the purchase and acquisition of a Villa may not thereafter be revoked or terminated without the consent of the Villa Owner.

(C) If any Villa Owner shall acquire title by gift, the continuance of such ownership of the Villa shall be subject to the approval of the Association.

(D) If any Villa Owner shall acquire title by devise or inheritance, the continuance of such ownership of the Villa shall be subject to the approval of the Association.

(E) If any Villa Owner shall acquire title by any manner not considered in the foregoing subsections, the continuance of such

ownership of the Villa shall be subject to the approval of the Association.

Section 2. The approval of the Association that is required for the transfer of Ownership of Villas shall be obtained in the following manner:

(A) A Villa Owner intending to make a bona fide sale of a Villa or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended sale as the Association may reasonably require. Such notice, at the Villa Owner's option, may include a demand by the Villa Owner that the Association furnish a purchaser of the Villa if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser.

(B) A Villa Owner intending to make a bona fide lease of a Villa or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and a copy of the proposed lease signed by the proposed lessee.

(C) A Villa Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of the title, together with such information concerning the Villa Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

(D) If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of the Villa, the Association, at its election and without notice, may approve or disapprove the transfer of ownership. If the Association disapproves the transfer of ownership, the Association shall proceed as if it had received notice on the date of such disapproval.

(E) If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and all requested information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(F) If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove. If approved, the approval shall be stated in a certificate executed by any officer of the Association in recordable form.

Section 3. Inasmuch as the Villas may be used only for residential purposes and a corporation cannot occupy a Villa for such use, if the Villa Owner, purchaser or lessee of a Villa is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the Villa be approved by the Association.

Section 4. The Association may require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or

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lease, or of transfer of gift, devise or inheritance, for the purpose of defraying the Association's credit and character report expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, and screening fee to be a sum not to exceed FIFTY DOLLARS (\$50), or such other amount as the Association shall reasonably determine from time to time.

Section 5. If the Association shall disapprove a transfer of ownership of a Villa, the matter shall be disposed of in the following manner:

(A) If the proposed transaction is a sale and if the notice of sale given by the Villa Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or shall send by registered mail to the Villa Owner an agreement to purchase the Villa signed by a purchaser approved by the Association, or an agreement to purchase signed in behalf of the Association by its President and attested by its Secretary, in which event the Villa Owner shall sell the Villa to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be in cash at closing:

1. The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase or upon the date designated in the disapproved contract, whichever date shall be later.
2. A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.
3. If the Association shall fail to purchase or provide a purchaser upon demand of the Villa Owner in the manner provided, or if the purchaser furnished by the Association shall default in such agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

(B) If the proposed transaction is a lease, the Villa Owner shall be advised of the disapproval in writing, and lease shall not be made.

(C) If the Villa Owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Villa Owner of the notice and information required to be furnished if the Association shall deliver or mail by registered mail to the Villa Owner an agreement to purchase the Villa concerned by a purchaser approved by the Association who will purchase and to whom the Villa Owner must sell the Villa upon the following terms:

1. The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery of mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Villa; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by

the purchaser. In any such action for specific performance the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred.

2. The purchase price shall be paid in cash.
3. The sale shall be closed within thirty (30) days following determination of the sale price.
4. A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.
5. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in such agreement to purchase, then notwithstanding disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form, to the Villa Owner.

Section 6. No Villa Owner may mortgage his Villa nor any interest in it without approval of the Association except to a national or state bank, life insurance company or a savings and loan association, or to a seller to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

Section 7. The foregoing provisions of this section entitled "Sale, Transfer, Lease or Occupancy" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title as a result of owning a mortgage loan upon the Villa concerned, and this shall be so whether the title is acquired by deed from the mortgagor, mortgagor's successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Villa at a duly advertised public sale with open bidding as provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, who shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Villa without complying with the provisions of this Section, and without approval of the Association.

Section 8. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association, subject to the provisions of Section 10 hereof.

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Section 9. Whenever in this Section an approval in recordable form is required of the Association in connection with the sale, transfer or pledging of a Villa, it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the deed or mortgage, as appropriate.

Section 10. Whenever in this Section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any Villa, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, leasing or pledging within ninety (90) days after the date thereof, or within thirty (30) days of the date upon which the purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of the written consent otherwise required by this Section.

Section 11. Anything herein to the contrary notwithstanding, at such time as the Developer no longer has the right to designate any member of the Board of Directors, the approval or disapproval of the Association to a proposed sale, lease or other transfer shall be determined by a committee of the Board of Directors and the action of such committee shall, for the purpose of this Article, constitute the action of the Association.

ARTICLE XVII

PURCHASE OF VILLAS BY THE ASSOCIATION

Section 1. The Association shall have the power to purchase Villas subject to the following provisions:

- (A) The decision of the Association to purchase a Villa shall be made by its Directors, without the necessity of approval by its membership, except as is hereinafter expressly provided for.
- (B) If at any time the Association shall be the Owner or agreed purchaser of one (1) or more Villas in the LONGWOOD VILLAS UNIT ONE, it may not purchase any additional Villas therein without the prior written approval of seventy-five percent (75%) of the votes of the members. A member whose Villa is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Villas to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association did not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Villa plus the amount due the Association, nor shall the limitation of this Paragraph apply to Villas to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien and the assumption of any existing mortgage indebtedness on the Villa.

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Section 2. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any Villa which the Association shall have the right to purchase at the same price and upon the same terms available to the Association, such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all Villas in the project, or until five (5) years after the recordation of this Declaration, whichever shall first occur.

ARTICLE XVIII

TERMINATION

Section 1. This Declaration may be terminated upon the affirmative written consent of ninety percent (90%) of all Villa Owners, and upon the affirmative written consent of all Institutional Mortgagees holding mortgages encumbering Villas.

Section 2. If this Declaration is terminated in accordance herewith, it is hereby declared by the Developer, and each and every Owner of a Villa by acquiring title to his Villa, covenants and agrees that the termination documents shall require:

- (A) That all Villas shall continue to be used solely as single-family residences.
- (B) All Common Open Space shall be owned and held in equal shares by the Villa Owners as tenants in common.

Section 3. The Villa Owners and their grantees, successors and assigns by acquiring title to a Villa, covenant and agree that no termination of this Declaration shall be made for a period of thirty (30) years from the date of recordation to this Declaration.

ARTICLE XIX

BUILDING RESTRICTIONS

Section 1. Land Use, Building Type and Architectural Control:

No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy with and shall not exceed the height of the building as constructed by Developer and private enclosed garage for cars.

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No structural additions or alterations may be made to a Villa, other than erection or removal of non-support carrying interior partitions wholly within the Unit and the addition of amenities as set forth in Article XII hereof.

No Owner shall divide or subdivide a Villa for purposes of sale or lease and no portion less than all of any Villa, nor any easement or other interest granted herein, shall be conveyed or transferred by an Owner. This provision shall not prohibit corrective deeds, deeds to resolve boundary line disputes and other similar corrective documents.

No Villa Owner may lease less than an entire Villa nor lease an entire Villa for less than ~~thirty (30) days~~, so that the high quality of LONGWOOD VILLAS UNIT ONE shall be maintained and shall not become a lodging facility for transients. Amended to six (6) months -- June 12, 1998

Section 2. Building Locations: No structure shall be located on any Lot except as originally erected by Developer.

Section 3. Lot Area and Width: No building shall be erected on any parcel other than within a Lot as platted on the Plat of LONGWOOD VILLAS UNIT ONE recorded in Plat Book 30, at Page 29, 298 of the Public Records of Sarasota County, Florida. No Lot shall be divided or subdivided thereafter.

Section 4. Easements: Perpetual, non-exclusive easements for installation, construction, repair, maintenance and replacement of private and/or public utilities and drainage facilities are reserved as shown or designated on the recorded plat and/or under, over, across the surface of all portions of the property not occupied by buildings or other structures. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation, replacement or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements. No obstructions such as gates, fences, etc., which will prevent emergency access shall be erected in any easement strip for fire fighting access purposes. The easement area beside each Lot shall be maintained continuously by the Association except for those improvements for which a public authority or utility company is responsible or as long as the individual does not improve said area by planting of shrubbery, ground cover and the like. An exclusive easement for the unintentional and non-negligent encroachment by any Villa upon any other Villa or Common Area, or vice versa, for any reason not caused by or resulting from the willful or negligent act of

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Developer or any Villa owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Villa or other improvement, to the extent of such encroachment. This easement for encroachment shall also include easement for maintenance.

Each Residential Villa Owner grants to the other Owner owning a Villa in the same duplex or quimplex building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the Residential Villa or Lot(s).

Any expense caused by the necessary access of authorized personnel of a utility or service company to service lines located beneath or within a duplex or quimplex building shall be shared equally by each of the Villa Owners in the building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by a Villa Owner who alone shall bear such expense and, any expense caused by the necessary access of authorized personnel of a utility or service company to service lines located within the Common Areas shall be borne by the Association.

An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Areas as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Drives as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Villa Owners, the Developer, and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Property except to the extent that space may be specifically designated and assigned for parking purposes.

Utility and/or drainage easements may be granted by the Developer of the Association to any public or private utilities and to the Association as may be necessary or desirable to provide utility services or drainage to the foregoing. All public and private utility companies rendering utility services to LONGWOOD VILLAS UNIT ONE shall have a perpetual nonexclusive easement over, across, under

and through all of the Common Areas for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing the Property and for the purpose of reading meters in connection therewith.

Each Owner of a Villa, his heirs, successors and assigns shall have the right of use of the party wall adjacent to and constituting a part of that Owner's Villa jointly with the other party to said wall as herein set forth. The term "use" shall include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduits, break or other displacement of the original material forming said party wall.

The entire roof of the building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation the roof covering, roof trim and roof drainage fixtures shall be collectively referred to as "common roofing".

Section 5. Exterior Painting. No change in the appearance of the exterior walls, roofs, doors, windows, lanais and other exterior surfaces of the Villa nor in the colors of the exterior painting shall be made unless all owners of the Villas unanimously agree to such color change and the approval of architectural control committee. In the event an owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 6. Party Walls:

a. Each wall which is built as a part of the original construction of the Villas within the Grouping of Villas and placed on the dividing line between the Villas shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

b. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

c. If a party wall or common roofing is damaged through an act of God or other casualty the effected Villa Owners shall promptly have the same repaired and rebuilt substantially in accordance with the original plans and specifications. If the insurance proceeds are insufficient to pay for such repair the Association shall specially assess all members in accordance with the assessment powers and lien rights of the Association for Association Expenses as hereinafter provided.

d. If a party wall or common roofing is damaged as a result of the negligence or willful misconduct of a Villa Owner, the wrongdoer shall promptly have the same repaired and rebuilt substantially in accordance with the original plans and specifications and the expense thereof shall be borne solely by the wrongdoer. If the Villa Owner fails or refuses to pay the cost of such repair or reconstruction, the Association shall have the right to complete the same and specially assess the Villa Owner for the costs in accordance with the assessment powers and lien rights of the Association for Association Expenses as hereinafter provided.

e. Each side of the party walls shall be maintained by the Villa Owner using said side at that Villa Owner's expense.

f. In the event of a dispute between Villa Owners with respect to any of the provisions of this Article, the decision of the Board of Directors of the Association shall be final.

g. As used herein, "Owner" or "Owners" shall mean the record owners of title to a Villa subject to these restrictions.

Section 7. Wells and Septic Tanks: No individual wells will be permitted on any Lot within this Subdivision, and no individual septic tanks will be permitted on any Lot within this Subdivision. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said Subdivision by a lawful franchise holder or its equivalent.

Section 8. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become

an annoyance or nuisance to the neighborhood or which shall constitute a violation of any Federal, state or county law, ordinance, rule or regulation.

No Lot Owner may utilize any portion of the Common Open Space, including any recreation facilities, in a manner that abridges the equal rights of the other owners to their use and enjoyment.

No Lot owner may obstruct the Common Drives or other common means of ingress and egress to other Lots or Common Open Space.

Section 9. Temporary Structures and Use: No structure of a temporary character, such as but not limited to, a trailer, utility shed, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No canvas, pipe or other type of carport shall be placed on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Villas to be erected in this Subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Villas built in this Subdivision or any ancillary building.

Section 10. Pets: No animals, livestock or poultry of any kind, other than common, traditional house pets (i.e. dogs, cats, fish and caged birds, shall be kept by an Owner or his family members, guests, invitees or lessees, provided, however, that (a) no animals whatsoever may be kept or maintained for commercial purposes, (b) no animals shall be permitted to remain on any portion of the properties which become an unreasonable nuisance or annoyance to other owners and (c) any animal kept by an owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs or cats be permitted upon the open areas unless under leash. Any owner who keeps a Pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet.

Section 11. Clotheslines: No clotheslines shall be placed and no clothes drying shall be undertaken or permitted upon the properties; provided, however, that upon written request to the Board by a majority of the owners of the

Association, the Board may, upon its sole discretion, permit on a revocable basis the locating of collapsible, retractable or umbrella type clotheslines or other equipment in the area designated of the particular Villa whose owner(s) have made such request which location shall be the least visible to other Villas.

Section 12. Barbeques: Barbeques may be located or permitted within a courtyard of a Villa and upon such portions of the open areas as are, from time to time, designated by the Association; provided, however, that barbequing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Section 13. Commercial and Recreational Vehicles: No truck, boat, trailer, motorcycle, motorhome, camper or van of any kind shall park or be parked at any time on the properties unless it is a commercial vehicle in the process of being loaded or unloaded or unless such vehicle is used by an owner, his family, guests, invitees or lessees as part of his normal course of business or as a regular means of transportation of his family and can be parked in the garage; and provided further that no vehicle which exceeds the dimensions of the garage on a Villa shall be permitted to park or be parked overnight on the properties. Notwithstanding the prior provision to the contrary, the Board may, in its sole discretion, designate portions of the open areas for the parking of oversized commercial or recreational vehicles, trailer, motorhomes, campers, vans or boats. The Board may cause any vehicle in violation of this rule to be towed away with the costs to be borne by the vehicle owner or operator.

Section 14. Standing Cycles or Other Items: No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on a Common Drive or other part of the properties except in the garages of each Villa and except in accordance with the rules and regulations promulgated from time to time by the Board.

Section 15. Antenna and Aerials: Since each villa will be serviced by a master cable system to be constructed and installed by Developer, no radio or television antennas or any wiring for any purpose on the exterior of a villa and/or villa building shall be erected without the prior written consent of the Board of Directors of the Association, except if installed by Developer. The approval of the Board of Directors of the Association for any of the above in

one instance shall not affect the authority of the Board of Directors to withhold its approval in any other instance whatsoever.

Section 16. Litter and Garbage Collection: No articles of personal property shall be hung or shaken from the doors or windows of any villa. No owner shall sweep or throw from his villa any dirt or other materials or litter in any way the properties. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the properties except in closed containers, dumpsters or other sanitary garbage collection facilities, and proper sized, closed plastic bags shall be placed for pickup in accordance with any rules and regulations promulgated by the Board. Garbage that is placed for pickup shall be located near the roadways contiguous to the villa but shall not be left outside for a period in excess of 24 hours and shall be subject to such additional rules and regulations as the Board may from time to time promulgate.

Section 17. Personal Property: No articles of personal property of owners shall be placed on the Lot or the properties unless such articles are being used by owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

Section 18. Notices: No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of a villa. No "For Sale" or similar signs or notices of any kind shall be displayed or placed upon any part of a Lot by Owners other than Developer without the prior written approval for same from the Board, and, until such time as Developer notifies the Association to the contrary, from Developer as well. Any sign approved by the Board for display shall be no larger than four (4) square feet. Developer may display any sign which it deems, in its sole discretion, is necessary.

Section 19. Removal of Sod and Shrubbery; Additional Planting: No sod, topsoil, trees or shrubbery shall be removed from the properties, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental: provided, however, that owners may place additional plants or trees upon their respective lots after presentation to the Board of a landscape plan detailing the location, type and size of the

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proposed plantings and the subsequent issuance by the Board to the Owner of a written approval.

In the event any owner places additional plants or trees without first obtaining the consent of the Board on either the front or back of his Lot, the Association shall no longer be responsible for mowing and maintaining the front or back of such Lot, as the case may be, and such owner shall thereby assume responsibility for maintaining such portion of his Lot.

Section 20. Increases in Insurance Rates: No owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the properties.

Section 21. Awnings and Shutters: No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building unless such awnings, canopies or shutters have been approved by the Board or the Architectural Control Committee, which appearance may be based on the aesthetic appearance of the properties.

Section 22. Utility Additions: No additional utility system, including without limitation water, sewage, electrical, air conditioning and heating systems, lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any villa without the prior written consent thereto by the Board and all of the owners within the grouping in which such villa is located, which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use or aesthetic appearance of any of the properties or any part or parts thereof are not impaired.

Section 23. Additions to Villas Fences: No villa shall be enlarged by any addition thereto extending over any other villa or extended into the air space above the roof of a villa or the planes thereof, including garages, porches, Florida rooms, without the prior written consent thereto from the Board or the Architectural Control Committee. Consent to such additions may be granted provided the same are located within the Lot of the owner seeking such addition and provided same in the sole discretion of the Board or Architectural Control Committee do not damage or impair the aesthetic appearance of the properties. No fences or other type barriers shall be erected, constructed or installed

along the front, rear and/or side of any villa unless it conforms to the designs originally constructed or available for construction by Developer for a Villa.

Section 24. Improvements: No Owner shall make any additions, improvements or alterations to or remove any of the common structural elements, the exteriors of the Villas or any part or parts thereof, including without limitation the painting, staining or varnishing of the exteriors of the villa without the prior written approval thereof by all the owners within that grouping and the Board or Architectural Control Committee.

No owner shall enclose any entranceway, patio porch, lanai, or other interior courtyard and garden except after express written approval by all the owners within that grouping and the Board or Architectural Control Committee.

Such approval may be withheld in the sole and absolute discretion of each of the owners within such grouping and the Board. In all cases where painting, staining or varnishing the exterior of the villas is to take place, it shall be the responsibility of the Association to authorize or appoint a contractor to perform such work.

Section 25. Casualties: In the event that a villa or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the open areas are damaged or destroyed by casualty or otherwise, the owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

Section 26. Reconstruction: Any repair, rebuilding or reconstruction on account of casualty or other damage to any villa or open areas or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board and all of the owners who contribute towards the payment of maintenance expenses thereof.

Section 27. Restrictions Uniform: These Restrictions within this Article XIX are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Developer may execute and deliver conveying land in this Subdivision whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The owner or occupant of each and every Lot in the Subdivision, by acceptance of

O.R. 1792 PG 2804

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title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that he will comply with and abide by each of the Restrictions contained in this Declaration of Restrictions and that he will exert his best efforts to keep and maintain the land in this Subdivision as an area of high standard.

Section 28. Remedies for Violation: Unit Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. The Board shall give an Owner in violation of the Rules and Regulations or these Restrictions, written notice of the violation by U.S. Certified Mail, return receipt requested, and such Owner shall have thirty (30) days in which to cure the violation.

Until the Developer has closed on the sale of all of the Residential Villas in LONGWOOD VILLAS UNIT ONE neither the Owners or their use of the Property, nor the Association nor any provision of this Declaration shall interfere with the development, construction, marketing and sale of the remaining Villas. The Developer may make such use of the unsold Villas and Common Areas as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, showing the Property and displaying signs.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this 27th day of February, 1985.

RIVOLTA-BOREL, INC., a Florida corporation

By: [Signature]
President

[Signature]
Secretary (Assistant)
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of February, 1985, by PIERO RIVOLTA and ROBERT BOREL-SALADIN, President and Asst. Sec., respectively, of RIVOLTA-BOREL, INC., a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE

My Commission Expires:
Notary Public State of Florida at Large
My Commission Expires March 31, 1988
Bonded by U.S. Fire Insurance Co.

JOINDER OF ASSOCIATION

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, hereby joins in and consents to the foregoing Declaration of Protective Covenants, Conditions and Restrictions for LONGWOOD VILLAS UNIT ONE, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 27th day of February, 1985.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS'
ASSOCIATION, INC., A Florida Corporation
Not For Profit

[Signature]
Stephen E. Rice

By: [Signature]
President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgements in the State and County aforesaid, personally appeared PIERO RIVOLTA, well known to me to be the President of LONGWOOD VILLAS OF SARASOTA HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in said State and County last aforesaid this 27th day of February, 1985.

[Signature]
NOTARY PUBLIC

My Commission Expires:

(Notary Seal)

Notary Public State of Florida at Large
My Commission Expires March 31, 1988
Bonded by U.S. Fire Insurance Co.

O.R. 1792 PG 2856

LEGAL DESCRIPTION

1 ¼ miles west of I-75 & south of County Line Road, more particularly described as follows:

A parcel of land situate in Sections 2 & 3, Twp. 36 S, Rge. 18 E, Sarasota County, Florida, is more particularly bounded and described as follows:

Beginning at the most Easterly corner of Lot 693, Unit 12, DeSoto Lakes Subd. as recorded in Plat Book 9 at Page 17 of the Public Records of Sarasota County, Florida; thence along Lots 683 to 693 inclusive of said Unit 12; Lots 672 to 682, inclusive of Unit 11, DeSoto Lakes Subd. (P.B. 9, Pg.16) and of Lots 553 to 558, Unit 9, DeSoto Lakes Subd. (P.B. 9, Pg.14) the following courses: Northwesterly along a curve to the left having a radius of 371.44' central angle of 71° 47' 08" for an arc distance of 465.33'; Northwesterly along a curve to the right having a radius of 120.04', central angle of 67° 00' 00" for an arc distance of 140.37'; N 51° 03' 56" W 1070.26'; Northeasterly along a curve to the right having a radius of 119.94', central angle of 63° 58' 36" for an arc distance of 133.93' and Northwesterly along a curve to the left having a radius of 541.44', central angle of 51° 29' 40" for an arc distance of 486.61' to the Southwesterly line of a 52' wide Drainage R/W (Branch BC); thence along said Southwesterly R/W line S 38° 35' 40" E 100.71'; S 51° 04' 16" E 1471.78' and S 46° 17' 28" E 462.42' to the P.O.B. Containing 11.153 acres of land, more or less.

ALSO: Commencing at a found concrete monument at the N.W. corner of said Section 2; thence S 1° 22' 58" E along the West line of said Section 2, 206.01'; thence S 88° 57' 08" W 40.00' to the W'ly R/W line of McIntosh Road (80' wide) for a P.O.B.; thence S 1° 22' 58" E along said W'ly R/W line 4880.19' to the NE'ly line of a 52' wide Drainage R/W, Branch "BC"; thence along said NE'ly R/W line N 46° 17' 28" W 820.11'; N 51° 04' 16" W 1468.27' and N 38° 35' 40" W 903.23' to the S'ly R/W line of DeSoto Road (80' wide); thence N 88° 05' 41" E along the said S'ly R/W line 1426.65'; thence N 1° 21' 54" W along the East line of the West 1163' of the E ¾ of the E ¼ of said Section 3, 2621.90' to the S'ly R/W line of County Line Road (206' wide); thence N 88° 57' 08" E along said S'ly R/W line 817.44' to the P.O.B. Containing 110.891 acres of land, more or less.

ALSO: Commencing at a found concrete monument at the N.W. corner of said Section 2; thence S 1° 22' 58" E along the West line of said Section 2, 206.01'; thence N. 88° 53' 54" E 40.00' to the East R/W line of McIntosh Road (80' wide) at the S'ly R/W line of County Line Road (206' wide) for a P.O.B.; thence continue N 88° 53' 54" E along the said S'ly R/W line 2719.78' to the East line of the NW ¼ of said Section 2; thence S

1° 16' 29" E along said East line 2107.35' to a found concrete monument; thence S 89° 23' 04" W along South line of the North ¾ of the SE ¼ of the NW ¼ of said Section 2, 1377.96' to a found concrete monument; thence S 1° 19' 46" E along the West line of the SE ¼ of the NW ¼ 328.81'; thence S 1° 19' 05" E along the West line of the NE ¼ of the SW ¼ 165.26'; thence S 88° 05' 41" W along the extension of the S'ly R/W line of

DeSoto Road (80' wide) 1337.50' to the said East R/W line of McIntosh Road; thence N 1° 22' 58" W along the said East R/W line 2608.50' to the P.O.B. Containing 146.397 acres of land, more or less.

LESS AND EXCEPT THEREFROM: That tract of land comprising 20.000 acres heretofore conveyed by Rivolta-Borel, Inc. to Sarasota County, Florida by warranty deed dated April 14, 1984 as filed for record at O.R. Book 1674, Pages 2154 and 2155, Public Records of Sarasota County, Florida.

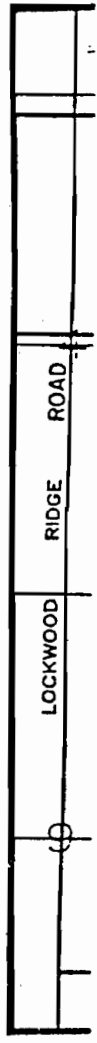
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DESCRIPTION

A tract of land lying in Section 3, Township 36 South, Range 18 East, Sarasota County, Florida described as follows:

O.R. 1792 PG 2859

Commence at a railroad spike at the Southeast corner of said Section 3; thence N-00-46'-07"-E along the Easterly line of the Southeast 1/4 of said Section 3 a distance of 1863.60 feet to its intersection with the Easterly projection of the Southerly line of Longwood Run Subdivision Unit One, recorded in Plat Book 30, Page 8-8A of the Public Records of Sarasota County, Florida; thence N-88-52'-00"-W along said Southerly line a distance of 797.59 feet to the Southwest corner of said Longwood Run Subdivision Unit One for the POINT OF BEGINNING said point being a point on a curve of which the radius point lies N-72-30'-36"-W a radial distance of 284.00 feet (the following 7 calls are along the line of said Longwood Run Subdivision Unit One); thence Northerly along the arc through a central angle of 32-10'-33" a distance of 159.49 feet to the PCC of a curve to the left having a central angle of 05-53'00" and a radius of 564.00 feet; thence Northwest along the arc a distance of 57.91 feet to the PRC of a curve to the right having a central angle of 41-28'-43" and a radius of 326.00 feet; thence Northwest and Northeast along the arc a distance of 236.00 feet to the PRC of a curve to the left having a central angle of 24-11'-18" and a radius of 175.00 feet; thence Northerly along the arc a distance of 73.88 feet to the PCC of a curve to the left having a central angle of 89-57'-48" and a radius of 25.00 feet; thence Northwest and Southwest along the arc a distance of 39.25 feet to the PRC of a curve to the right having a central angle of 03-38'-56" and a radius of 336.10 feet; thence Westerly along the arc a distance of 21.40 feet; thence N-89-55'-35"-W along a line 10.00 feet Southerly of and parallel with the Southerly line of Desoto Road (80 feet wide) as described in O.R. Book 1227, Page 678 of said Public Records a distance of 345.14 feet; thence S-00-04'-25"-W a distance of 80.36 feet; thence S-64-40'-38"-W a distance of 49.84 feet to the PC of a curve to the right having a central angle of 06-04'-20" and a radius of 344.00 feet; thence Southwest along the arc a distance of 36.46 feet; thence S-19-13'-02"-E a distance of 143.96 feet; thence S-01-50'-09"-W a distance of 117.74 feet; thence S-40-41'-05"-W a distance of 101.51 feet; thence S-02-29'-41"-W a distance of 50.00 feet; thence S-10-42'-20"-W a distance of 145.03 feet; thence S-79-17'-40"-E a distance of 244.10 feet; thence S-53-18'-00"-E a distance of 221.92 feet; thence N-69-06'-25"-E a distance of 103.60 feet to a point on a curve of which the radius point lies N-69-06'-25"-E a radial distance of 286.00 feet; thence Northerly along the arc through a central angle of 26-15'-56" a distance of 131.11 feet; thence S-84-37'-39"-E a distance of 50.00 feet to a point on a curve of which the radius point lies S-84-37'-39"-E a radial distance of 236.00 feet; thence Northeast along the arc through a central angle of 17-35'-02" a distance of 72.43 feet to the PRC of a curve to the left having a central angle of 08-14'-56" and a radius of 334.00 feet; thence Northeast along the arc a distance of 48.09 feet to the aforementioned Southerly line of Longwood Run Subdivision Unit One; thence N-88-52'-00"-W along said Southerly line a distance of 51.70 feet to the POINT OF BEGINNING. Containing 7.581 acres.



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FIRST AMENDMENT TO DECLARATION OF
LONGWOOD VILLAS UNIT ONE

THIS FIRST AMENDMENT to Declaration of Longwood Villas Unit One is made this 7th day of May, 1986, by RIVOLTA-BOREL, INC., a Florida corporation, hereinafter referred to as "Developer" with joinder by LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Association" and LONGWOOD RUN COMMUNITY ASSOCIATION, INC., hereinafter referred to as "Community Association."

WITNESSETH:

WHEREAS, Developer has heretofore executed and recorded a Declaration for Longwood Villas Unit One filed for record at O.R. Book 1792, Pages 2823, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, Developer has heretofore recorded a Plat of Longwood Villas Unit One at Plat Book 30, Pages 29 and 29A of the Public Records of Sarasota County, Florida;

WHEREAS, within the aforementioned recorded Declaration at Article I, Section 5 thereof, Tract H is a lake to be owned by the Longwood Run Community Association, Inc. for use for the common benefit and enjoyment of all members of the Community Association;

WHEREAS, within the aforementioned recorded Declaration at Article I, Section 9 thereof, Tracts D, E, F, G, and I are designated common open space to be owned by the Association for the common benefit and enjoyment of the members of the Association;

WHEREAS, within the aforementioned recorded Declaration at Article I, Section 6 thereof, Tracts A, B, and C are designated common drives to be owned by the Community Association for the common benefit of all members of the Community Association for common access, ingress, and egress;

WHEREAS, at Page 29A of the recorded Plat for Longwood Villas Unit One there appears a 15 foot wide lake maintenance easement benefiting Tract H and encumbering Tracts E, D, and G, and also Lots 7, 1, 12, 13, 9, and 8 thereof;

WHEREAS, it is not the intention of the Developer by the establishment of said lake maintenance easement through any aforementioned lot to impose any greater setback as to the construction and location of a structure within said lot then as established by the Declaration and consequently Developer desires by this First Amendment to remove from any aforementioned lot that portion of the lake maintenance easement within the lot;

WHEREAS, Article XII, Section 2 presently requires construction approval of additional amenities sought to be constructed by the Villa Owner subsequent to conveyance of title to him from the Developer and Developer desires to clarify further therein the obligations of the Villa Owner in the submission of all information necessary to allow a subsequent approval or denial;

NOW, THEREFORE, in consideration of the premises and pursuant to Article XI, Section 3(b), Developer hereby declares that the Longwood Villas Unit One Declaration and Plat of record be and are hereby amended and that the Longwood Villas Unit One shall hereafter be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens as originally set forth within the recorded Declaration and Plat for Longwood Villas Unit One, as amended hereby, which shall be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors, and assigns, and shall constitute covenants running with the land.

3/17/86 ks

RETURN:

PREPARED BY STEPHEN D. REES

OF TEARD, MERRILL, CULLIS, TIMM & FUREN, P.A.
P.O. DRAWEE 4195
SARASOTA, FLA. 33876

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated herein by reference.

2. MODIFICATION OF LAKE MAINTENANCE EASEMENT. In consideration of the foregoing, Developer, Association, and Community Association hereby agree that the lake maintenance easement established about Tract H at Page 29A of Plat Book 30 for Longwood Villas Unit One is hereby modified as to Lots 7, 1, 12, 13, 9, and 8 as the same are depicted within the aforesaid Page 29A to eliminate from each said lot any of the previously established easement so as to establish the easement to run adjoining to a lot line but not as to any of the aforementioned lots through said lots. Except as the aforementioned lots and the easements running through them is modified hereby, the remainder of the lake maintenance easement shall exist as depicted within Page 29A of the aforesaid recorded Plat.

3. AMENDMENT OF ARTICLE XII, SECTION 2. Article XII, Section 2 at page 13 is hereby amended to add thereto the following provision for the submission of information in addition to the plans and specifications therein required:

"The Villa Owner shall submit together with the plans and specifications a certificate executed by the architect or contractor who shall perform the requested work certifying to his best knowledge and belief what portion(s) of the lakes, common drives, recreation parcel, common open space, or other land area or improvements thereupon or thereunder which may be damaged by the construction ingress to and from the lot or from the activity of the construction itself. The certificate shall provide a good faith estimate of an amount of money sufficient to be payable at time of the plans and specifications submission to be held by the Board of Directors in an escrow account to be available in the event the construction shall in fact damage such areas or improvements thereupon or thereunder and be not repaired, replaced, or remedied thereafter by the Villa Owner, his contractor, or other agent. Upon completion of the construction and a determination by the Board that no damage has occurred either to the land area or improvements thereupon or thereunder, the Board shall release to the Villa Owner the escrowed monies. In the event the escrowed monies are necessary for use, upon satisfactory repair and/or replacement as determined by the Board, any funds of the escrowed monies remaining shall be released to the Villa Owner. In the event the cost for damage repair or replacement shall exceed the escrowed monies, upon demand by the Board to the Villa Owner, the Villa Owner shall immediately deliver the additional monies necessary to be deposited with the previously delivered escrowed funds to cover all costs and expenses associated with the repair or replacement of the damage which has occurred.

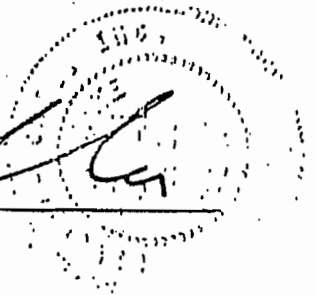
4. EFFECT OF FIRST AMENDMENT. Except as the Declaration and Plat for Longwood Villas Unit One is amended by this First Amendment, the Declaration and Plat as originally recorded shall remain in full force and effect binding upon the Developer, its successors, and assigns, and all persons having any right, title, or interest in or to the property subject to said Declaration and Plat and shall constitute covenants running with the land.

Signed, sealed, and delivered
in the presence of:

Helle Gruttn
Larry D. Bessy

RIVOLTA-BOREL, INC.,
a Florida Corporation

By: [Signature]
President



Hattie Gentry
Larry D Beryl

LONGWOOD VILLAS OF SARASOTA HOME-OWNERS ASSOCIATION, INC., a Non-Profit Florida Corporation

By: [Signature]

Hattie Gentry
Larry D Beryl

P. LONGWOOD RUN COMMUNITY ASSOCIATION, INC., a Non-Profit Florida Corporation

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7 day of May, 1986, by Piero Rivolta as President of Rivolta-Borel, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 21, 1989

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7 day of May, 1986, by Piero Rivolta as President of Longwood Villas of Sarasota Homeowners Association, Inc., a non-profit Florida corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 21, 1989

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7 day of May, 1986, by Piero Rivolta as President of Longwood Run Community Association, Inc., a non-profit Florida corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 21, 1989

O.R. 1862 PG 0000

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PREPARED BY STEPHEN D. REES
EATU, NEXMILL, CULLIS, HIRM & FURTH, P.A.
200 S. GRAWER AVE., 200 S. WASHINGTON BLVD.
SARASOTA, FLORIDA 33578

O.R. 1935 PG 1501

SECOND AMENDMENT TO DECLARATION OF
LONGWOOD VILLAS UNIT ONE

THIS SECOND AMENDMENT to Declaration of Longwood Villas Unit One is made this 23rd day of March, 1987, by RIVOLTA-BOREL, INC., a Florida corporation, hereinafter referred to as "Developer" with joinder by LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Association" and LONGWOOD RUN COMMUNITY ASSOCIATION, INC., hereinafter referred to as "Community Association," and TIVOLI HOMES, INC., a Florida corporation, hereinafter referred to as "Tivoli."

WITNESSETH:

WHEREAS, Developer has heretofore executed and recorded a Declaration for Longwood Villas Unit One filed for record at O.R. Book 1792, Pages 2823, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, Developer has heretofore recorded a Plat of Longwood Villas Unit One at Plat Book 30, Pages 29 and 29A of the Public Records of Sarasota County, Florida;

WHEREAS, Developer has heretofore executed and recorded a First Amendment to Declaration of Longwood Villas Unit One filed for record at O.R. Book 1862, Pages 0498, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, Article VI, Section 1 thereof, provides for additional lands within Longwood Run to be annexed by the Developer without consent of members within 10 years of date of the Declaration, which lands become subject to the provisions of the Declaration upon the recording by Developer in the Public Records of Sarasota County, Florida of a properly executed amendment by Developer;

WHEREAS, the lands described within the attached Exhibit "A" are additional lands within Longwood Run which Developer desires to annex to make them subject to the provisions of the recorded Declaration, as amended by the First Amendment thereto;

WHEREAS, Tivoli has purchased the lands described within the attached Exhibit "A" from Developer pursuant to warranty deed filed for record at O.R. Book 1906, Pages 0399, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, Tivoli has contemporaneously herewith delivered for recording in the Public Records of Sarasota County, Florida a Plat of Longwood Villas Unit Two;

NOW, THEREFORE, in consideration of the premises and pursuant to Article VI, Section 1, Developer hereby declares that the Longwood Villas Unit One Declaration be and is hereby amended as hereinafter more particularly set forth and that the lands described within the attached Exhibit "A" to be known as Longwood Villas Unit Two shall hereafter be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens as originally set forth within the recorded Declaration, as amended by First Amendment thereto, for Longwood Villas Unit One, and as by this Amendment thereto, which shall be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors, and assigns and shall constitute covenants running with the land.

LONGWOOD VILLAS UNIT TWO

O.R. 1935 PG 1502

1. INCORPORATION OF RECITAL. The foregoing recitals are incorporated herein by reference.

2. AMENDMENT TO DECLARATION TO ANNEX ADDITIONAL LANDS. Developer, pursuant to the right and authority reserved to it within Article VI, Section 1 thereof, of the Declaration of Longwood Villas Unit One by its execution hereafter of this Amendment and its subsequent recording in the Public Records of Sarasota County, Florida, does hereby declare that the lands described within Exhibit "A" attached hereto and incorporated herein by reference are additional lands within Longwood Run which are to become and are hereby made expressly subject to the provisions of the recorded Declaration, as amended by the recorded First Amendment thereto, which lands shall be hereafter known as Longwood Villas Unit Two pursuant to record Plat and shall be hereafter owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens set forth within the recorded Declaration and recorded First Amendment thereto and the express provisions of this Amendment as hereinafter set forth to be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors, and assigns constituting covenants running with the land.

3. MODIFICATION AND AMENDMENT TO RECORDED DECLARATION.

3.1 Amendment to Recitals within Recorded Declaration at Page 1, recorded at U.R. Book 1792, Page 2823.

a. Within the first recital, Exhibit "A" attached thereto and referenced therein shall be deemed amended to include the property more particularly described within the attached Exhibit "A" hereto and referenced herein to be hereinafter referred to as "Longwood Villas Unit Two" being a portion of that real property described within Exhibit "D", hereafter referred to as "Longwood Run."

b. The second, fourth, and fifth recitals shall be deemed amended to include as the context may so require, express reference to Longwood Villas Unit Two.

c. The third recital is amended to include provision for Longwood Villas Unit Two which will comprise various residential dwelling units in buildings upon lots as illustrated within the Subdivision Plat recorded simultaneously herewith at Plat Book 31, Page 43-43B of the Public Records of Sarasota County, Florida.

d. The habendum clause is amended as the context may require to expressly provide for reference to include Longwood Villas Unit Two.

3.2 Amendment of Article 1, Subparagraph A.

a. Sections 2 and 3 are amended as the context may so require to provide for reference in addition to Longwood Villas Unit Two.

b. Section 5 is amended to include an additional reference to lakes described as follows:

(1) Tract B of Longwood Villas Unit Two, according to the Plat thereof, as recorded in Plat Book 31 at Page 43-43B, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

c. Section 6 is amended to include an additional reference to drives as follows:

(1) Tracts E and F of Longwood Villas Unit Two, according to the Plat thereof, as recorded in Plat Book 31 at Page 43-438, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

d. Section 7 is amended to include an additional reference to recreation parcel as follows:

(1) Tracts of Longwood Villas Unit Two, according to the Plat thereof, as recorded in Plat Book 31 at Page 43-438, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

e. Section 8 is amended to include an additional reference to lot as follows:

(1) Lots 25 through 34 of Longwood Villas Unit Two, according to the Plat thereof, as recorded in Plat Book 31 at Page 43-438, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

f. Section 9 is amended to include an additional reference to common open space as follows:

(1) Tracts A, C, and D of Longwood Villas Unit Two, according to the Plat thereof, as recorded in Plat Book 31 at Page 43-438, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

g. Section 11 is hereby amended to define "Villa" respecting Longwood Villas Unit Two only to mean a 1 family dwelling unit upon a lot not attached to any other dwelling unit by common party fire wall or portion thereof and/or a 1 family dwelling unit within a duplex building which unit is attached to the second dwelling unit by a common party fire wall or portion thereof or by another common wall.

3.3 Amendment to Article II of Declaration.

a. Section 1 and Subsection A thereof are amended to reference to Longwood Villas Unit Two as the context may so require.

b. Section 3, Subsection (a) and (b) are amended to reference to Longwood Villas Unit Two as the context may so require.

3.4 Amendment to Article V of Declaration.

a. Sections 1, 2, and 3 are hereby amended to include provision as the context may so require to reference to Longwood Villas Unit Two.

3.5 Amendment to Article X of Declaration.

a. Article X is hereby amended to include express reference to dedication of certain portions of Longwood Villas Unit Two for the easements, uses, and purposes therein set forth.

3.6 Amendment to Article XII of Declaration.

a. Section 2 is hereby amended as the context may so require to provide express reference to the Villas within

Longwood Villas Unit Two for the necessary comparison to similar other such improvements previously constructed therein.

3.7 Amendment to Article XIII of Declaration.

a. Sections 1 and 4 are hereby amended to include as the context may so require express reference and provision for Longwood Villas Unit Two.

3.8 Amendment to article XV of Declaration.

a. Section 1 is hereby amended to include as the context may so require express reference and provision for Longwood Villas Unit Two.

3.9 Amendment to Article XVII of Declaration.

a. Section 1, Subsection (8) thereof is amended as to the first sentence thereof to provide the following:

"(B) If at any time the Association shall be the Owner or agreed purchaser of one (1) or more Villas in the LONGWOOD VILLAS UNIT ONE and/or UNIT TWO, it may not purchase any additional Villas within either UNIT ONE or TWO without the prior written approval of seventy-five percent (75%) of the vote of the members...."

3.11 Amendment to Article XIX of Declaration.

a. Section 1, last paragraph thereof, is hereby amended to include reference and provision as the context may so require to Longwood Villas Unit Two.

b. Section 3 is hereby amended to include reference also to the Flat of Longwood Villas Unit Two recorded in Plat Book 31, Page 4345B of the Public Records of Sarasota County, Florida, as to which lots depicted therein Section 3 shall so apply.

c. Section 4, last line within the last paragraph at page 25 thereof recorded at O.R. Book 1792, Page 2847 is hereby amended to include as the context may so require express provision and reference to Longwood Villas Unit Two.

d. Section 28, second paragraph thereof, is hereby amended to include as the context may so require, express reference and provision for Longwood Villas Unit Two.

4. ATTACHMENT OF EXHIBIT "1": AMENDMENT TO ARTICLES OF INCORPORATION OF LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC. Article 1, Section 1 reference to Exhibit "1", copy of the Articles of Incorporation of Longwood Villas of Sarasota Homeowners Association, Inc. is hereby amended to include the attachment hereto for incorporation therein by reference as Exhibit "1" Amendment to the Articles of Incorporation to include provision and reference for longwood Villas Unit Two.

5. EFFECT OF SECOND ADDENDUM. Except as the Declaration is amended by this Second Addendum, the Declaration, First Amendment thereto, as originally recorded shall remain in full force and effect, binding upon the Developer, its successors and assigns, and all persons having any right, title, or interest in or to the property subject to said Declaration and First Amendment thereto and shall constitute covenants running with the land described within Exhibit "A" attached hereto constituting Longwood Villas Unit Two.

IN WITNESS WHEREOF, the undersigned, being the Developer

O.R. 1935 PG 1505

herein, has heretofore executed this Second Amendment to Declaration this 23rd day of March, 1987.

Signed, sealed, and delivered in the presence of:

RIVOLTA-BOREL, INC., a Florida Corporation

[Signature]
Secretary
(Corporate Seal)

By: [Signature]
Vt. President

TIVOLI HOMES, INC., a Florida corporation

[Signature]
Secretary
(Corporate Seal)

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of March, 1987 by Robert Borel-Saladin and Joseph P. Venable as President and Secretary respectively, of Rivolta-Borel, Inc., a Florida corporation.

[Signature]
Notary Public, State of Florida at Large.
My Commission Expires Nov. 12, 1989.
Bonded by Notary Public Underwriters.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23rd day of March, 1987 by Piero Rivolta and Joseph P. Venable as President and Secretary respectively, of Tivoli Homes, Inc., a Florida corporation.

[Signature]
Notary Public
My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires May 30, 1988
Bonded by U.S. Fire Insurance Co

JOINDER OF ASSOCIATION

O.R. 1935 PG 1506

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Second Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Villas Unit One as the same shall now be applied to and constitute a covenant running with the title to the lands comprising Longwood Villas Unit Two, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 20th day of March, 1987.

Signed, sealed, and delivered in the presence of:

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation

Stephen D. Lee

By: [Signature]
Vice President

[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared ROBERT BOREL-SALADIN, well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned, in his capacity as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 20th day of March, 1987.

[Signature]
Notary Public
My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires March 31, 1988
Bonded by U.S. Fire Insurance Co.

JOINDER OF ASSOCIATION

O. R. 1935 PG 1507

LONGWOOD RUN COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Second Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Villas Unit One as the same shall now be applied to and constitute a covenant running with the title to the lands comprising Longwood Villas Unit Two, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 2nd day of March, 1987.

Signed, sealed, and delivered in the presence of:

LONGWOOD RUN COMMUNITY ASSOCIATION, INC., A Florida Corporation Not for Profit

Stephen D. Rees

By: [Signature]
Vice President

[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared ROBERT BOREL-SALADIN, well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned, in his capacity as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 20th day of March, 1987.

[Signature]
Notary Public
My Commission Expires: 03/31/88

Notary Public with a Florida of Large
My Commission Expires March 31, 1988
Bonded by U.S. Fire Insurance Co.

DESCRIPTION. LONGWOOD VILLAS - UNIT TWO

O.R. 1935 Pg 1508

A TRACT OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS.

BEGIN AT THE N.W. CORNER OF LONGWOOD VILLAS, UNIT ONE, AS RECORDED IN PLAT BOOK 30, PAGE 29 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID LONGWOOD VILLAS THE FOLLOWING SEVEN COURSES; S 00°04'25" W, A DISTANCE OF 80.36 FEET; THENCE S 64°40'38" W, A DISTANCE OF 49.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 344.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°04'20", A DISTANCE OF 36.46 FEET; THENCE S 19°15'02" E, A DISTANCE OF 143.96 FEET; THENCE S 01°50'09" W, A DISTANCE OF 117.74 FEET; THENCE S 40°41'05" W, A DISTANCE OF 101.51 FEET; THENCE S 02°29'41" W, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 02°29'41" W, AT A DISTANCE OF 375.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°28'04", A DISTANCE OF 61.97 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 444.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°58'27", A DISTANCE OF 85.04 FEET; THENCE N 04°00'03" E, A DISTANCE OF 35.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 04°00'03" W, AT A DISTANCE OF 160.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°14'28", A DISTANCE OF 53.73 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°27'55", A DISTANCE OF 36.85 FEET TO THE P.T. OF SAID CURVE; THENCE N 20°48'30" W, A DISTANCE OF 29.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°36'00", A DISTANCE OF 94.25 FEET TO THE P.T. OF SAID CURVE; THENCE N 00°49'30" E, A DISTANCE OF 56.05 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°59'14", A DISTANCE OF 28.74 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°12'34", A DISTANCE OF 33.69 FEET TO THE P.T. OF SAID CURVE; THENCE N 67°02'50" E, A DISTANCE OF 1.53 FEET; THENCE N 22°57'10" W, A DISTANCE OF 35.00 FEET; THENCE N 67°02'50" E, A DISTANCE OF 60.92 FEET; THENCE N 00°04'25" E, A DISTANCE OF 157.96 FEET; THENCE S 89°55'35" E, ALONG A LINE 10.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF DESOTO ROAD (80 FEET WIDE) AS DESCRIBED IN O.R. BOOK 1227, PAGE 678 OF AFORESAID PUBLIC RECORDS, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.22 ACRES, MORE OR LESS.

Sarasota County, Florida

EXHIBIT "A"
TO SECOND AMENDMENT TO DECLARATION OF LONGWOOD VILLAS

AMENDMENT TO ARTICLES OF INCORPORATION OF
LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

O.R. 1935 Pg 1509

Pursuant to the provisions of Chapter 617, Florida Statutes, Section 617.017 and 617.018, we, the undersigned officers hereby adopt the following Articles of Amendment for Longwood Villas of Sarasota Homeowners Association, Inc. as follows:

1. AMENDMENT OF ARTICLE IV, FIRST PARAGRAPH THEREOF. Article IV, first paragraph thereof, last 4 lines thereof, are amended hereby to read, "Declaration covering the LONGWOOD VILLAS UNITS ONE AND TWO and to promote the health, safety, and welfare of the residents of the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and, in furtherance of these purposes, to:...."

We hereby certify that pursuant to Article X of the Articles of Incorporation of Longwood Villas of Sarasota Homeowners Association, Inc., notice of the subject matter of the within amendment was included in notice of meeting at which the proposed amendment was duly considered and that a resolution approving the proposed amendment was proposed by the Board of Directors of the Association and that Directors and members present in person and by proxy at the meeting to consider the amendment, having been held the _____ day of _____, 1987, did so adopt the amendment within to Article IV, first paragraph thereof, last 4 lines thereof, by not less than 66.6% of the entire membership of the Board of Directors and by not less than 66.6% of the votes of the membership of the Association voting in person or by proxy.

We further certify that the within amendment is not in conflict within the Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Run or the laws of the State of Florida.

IN WITNESS WHEREOF, we, the undersigned, for and on behalf of the corporation, have executed this Article of Amendment this _____ day of _____, 1987.

LONGWOOD VILLAS OF SARASOTA
HOMEOWNERS ASSOCIATION, INC.

ATTEST: _____
Secretary

By: _____
President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by _____ and _____ as President and Secretary, respectively, of Longwood Villas of Sarasota Homeowners Association, Inc. this _____ day of _____, 1987.

My Commission Expires: _____ Notary Public

RBIAAILV.HA
EXHIBIT "1" TO SECOND AMENDMENT TO DECLARATION OF LONGWOOD VILLAS

FILED AND RECORDED
BY SHACKNEY JR CLERK
SARASOTA CO FL
8 11 00 AM '88

37.00
5.00

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THIRD AMENDMENT TO DECLARATION OF
LONGWOOD VILLAS UNIT ONE

THIS THIRD AMENDMENT to Declaration of Longwood Villas Unit One is made this 15th day of MARCH, 1988, by RIVOLTA DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as "Developer" with joinder by LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Association" and LONGWOOD RUN COMMUNITY ASSOCIATION, INC., hereinafter referred to as "Community Association."

WITNESSETH:

WHEREAS, a Declaration for Longwood Villas Unit One has been previously filed for record at O.R. Book 1792, Pages 2823, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, a Plat of Longwood Villas Unit One has been previously filed at Plat Book 30, Pages 29 and 29A of the Public Records of Sarasota County, Florida;

WHEREAS, a First Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 1862, Pages 0498, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, a Second Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 1935, Pages 1501, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, Article VI, Section 1 thereof, provides for additional lands within Longwood Run to be annexed by the Developer without consent of members within 10 years of date of the Declaration, which lands become subject to the provisions of the Declaration upon the recording by Developer in the Public Records of Sarasota County, Florida of a properly executed amendment by Developer;

WHEREAS, the lands described within the attached Exhibit "A" are additional lands within Longwood Run which Developer desires to annex to make them subject to the provisions of the recorded Declaration, as amended by the First and Second Amendments thereto;

WHEREAS, Developer has contemporaneously herewith delivered for recording in the Public Records of Sarasota County, Florida a Plat of Longwood Villas Unit Three;

NOW, THEREFORE, in consideration of the premises and pursuant to Article VI, Section 1, Developer hereby declares that the Longwood Villas Unit One Declaration be and is hereby amended as hereinafter more particularly set forth and that the lands described within the attached Exhibit "A" to be known as Longwood Villas Unit Three shall hereafter be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens as originally set forth within the recorded Declaration, as amended by First and Second Amendments thereto, for Longwood Villas Unit One, and as by this Amendment thereto, which shall be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors, and assigns, and shall constitute covenants running with the land.

1. INCORPORATION OF RECITAL. The foregoing recitals are incorporated herein by reference.

PREPARED BY STEPHEN D. REES
OF ICARD, MERRILL, CULLIS, TIMM & FUREN, P.A.
2033 MAIN STREET SUITE 600, SARASOTA, FL 34237

2.. AMENDMENT TO DECLARATION TO ANNEX ADDITIONAL LANDS.

Developer, pursuant to the right and authority reserved to it within Article VI, Section 1 thereof, of the Declaration of Longwood Villas Unit One by its execution hereafter of this Amendment and its subsequent recording in the Public Records of Sarasota County, Florida, does hereby declare that the lands described within Exhibit "A" attached hereto and incorporated herein by reference are additional lands within Longwood Run which are to become and are hereby made expressly subject to the provisions of the recorded Declaration, as amended by the recorded First and Second Amendments thereto, which lands shall be hereafter known as Longwood Villas Unit Three pursuant to record Plat and shall be hereafter owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens set forth within the recorded Declaration and recorded First and Second Amendments thereto and the express provisions of this Amendment as hereinafter set forth to be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors, and assigns constituting covenants running with the land.

3. MODIFICATION AND AMENDMENT TO RECORDED DECLARATION.

3.1 Amendment to Recitals within Recorded Declaration at Page 1, recorded at O.R. Book 1792, Page 2823.

a. Within the first recital, Exhibit "A" attached thereto and referenced therein shall be deemed amended to include the property more particularly described within the attached Exhibit "A" hereto and referenced herein to be hereinafter referred to as "Longwood Villas Unit Three" being a portion of that real property described within Exhibit "B", hereafter referred to as "Longwood Run."

b. The second, fourth, and fifth recitals shall be deemed amended to include as the context may so require, express reference to Longwood Villas Unit Three.

c. The third recital is amended to include provision for Longwood Villas Unit Three which will comprise various residential dwelling units in buildings upon lots as illustrated within the Subdivision Plat recorded simultaneously herewith at Plat Book 30, Page 26 of the Public Records of Sarasota County, Florida.

d. The habendum clause is amended as the context may require to expressly provide for reference to include Longwood Villas Unit Three.

U.R. 2020 1
101

3.2 Amendment of Article 1, Subparagraph A.

a. Sections 2 and 3 are amended as the context may so require to provide for reference in addition to Longwood Villas Unit Three.

b. Section 5 is amended to include an additional reference to lakes described as follows:

(1) Tracts A and F of Longwood Villas Unit Three, according to the Plat thereof, as recorded in Plat Book _____ at Page _____, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

c. Section 6 is amended to include an additional reference to common drives as follows:

(1) Tract C of Longwood Villas Unit Three, according to the Plat thereof, as recorded in Plat Book 32 at Page 26, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

d. Section 7 is amended to include an additional reference to recreation parcel as follows:

(1) Tracts _____ of Longwood Villas Unit Three, according to the Plat thereof, as recorded in Plat Book 32 at Page 26, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

e. Section 8 is amended to include an additional reference to lot as follows:

(1) Lots 1 through 14 of Longwood Villas Unit Three, according to the Plat thereof, as recorded in Plat Book 32 at Page 26, of the Public Records of Sarasota County, Florida.

f. Section 9 is amended to include an additional reference to common open space as follows:

(1) Tracts B, D, and E of Longwood Villas Unit Three, according to the Plat thereof, as recorded in Plat Book 32 at Page 26, of the Public Records of Sarasota County, Florida.

g. Section 11 is hereby amended to define "Villa" respecting Longwood Villas Unit Three only to mean a 1 family dwelling unit upon a lot not attached to any other dwelling unit by common party fire wall or portion thereof and/or a 1 family dwelling unit within a duplex building which unit is attached to the second dwelling unit by a common party fire wall or portion thereof or by another common wall.

U.N. 2020 PG 2/88

3.3 Amendment to Article II of Declaration.

a. Section 1 and Subsection A thereof are amended to reference to Longwood Villas Unit Three as the context may so require.

b. Section 3, Subsection (a) and (b) are amended to reference to Longwood Villas Unit Three as the context may so require.

3.4 Amendment to Article V of Declaration.

a. Sections 1, 2, and 3 are hereby amended to include provision as the context may so require to reference to Longwood Villas Unit Three.

3.5 Amendment to Article X of Declaration.

a. Article X is hereby amended to include express reference to dedication of certain portions of Longwood Villas Unit Three for the easements, uses, and purposes therein set forth.

3.6 Amendment to Article XII of Declaration.

a. Section 2 is hereby amended as the context may so require to provide express reference to show the Villas within Longwood Villas Unit Three for the necessary comparison to similar other such improvements previously constructed therein.

3.7 Amendment to Article XIII of Declaration.

a. Sections 1 and 4 are hereby amended to include as the context may so require express reference and provision for Longwood Villas Unit Three.

3.8 Amendment to article XV of Declaration.

a. Section 1 is hereby amended to include as the context may so require express reference and provision for Longwood Villas Unit Three.

3.9 Amendment to Article XVII of Declaration.

a. Section 1, Subsection (B) thereof is amended as to the first sentence thereof to provide the following:

"(B) If at any time the Association shall be the Owner or agreed purchaser of one (1) or more Villas in the LONGWOOD VILLAS UNIT ONE, UNIT TWO, and/or UNIT THREE, it may not purchase any additional Villas within UNIT ONE, TWO, or THREE without the prior written approval of seventy-five percent (75%) of the vote of the members...."

3.11 Amendment to Article XIX of Declaration.

a. Section 1, last paragraph thereof, is hereby amended to include reference and provision as the context may so require to Longwood Villas Unit Three.

b. Section 3 is hereby amended to include reference also to the Plat of Longwood Villas Unit Three recorded in Plat Book 30, Page 21 of the Public Records of Sarasota County, Florida, as to which lots depicted therein Section 3 shall so apply.

c. Section 4, last line within the last paragraph at page 25 thereof recorded at O.R. Book 1792, Page 2847 is hereby amended to include as the context may so require express provision and reference to Longwood Villas Unit Three.

d. Section 28, second paragraph thereof, is hereby amended to include as the context may so require, express reference and provision for Longwood Villas Unit Three.

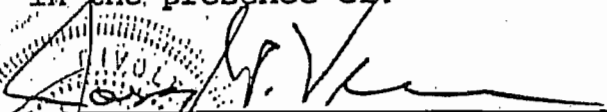
4. ATTACHMENT OF EXHIBIT "1": AMENDMENT TO ARTICLES OF INCORPORATION OF LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC. Article I, Section 1 reference to Exhibit "1", copy of the Articles of Incorporation of Longwood Villas of Sarasota Homeowners Association, Inc. is hereby amended to include the attachment hereto for incorporation therein by reference as Exhibit "1" Amendment to the Articles of Incorporation to include provision and reference for longwood Villas Unit Three.

5. EFFECT OF THIRD AMENDMENT. Except as the Declaration is amended by this Third Amendment, the Declaration, First and Second Amendments thereto, as originally recorded shall remain in full force and effect, binding upon the Developer, its successors and assigns, and all persons having any right, title, or interest in or to the property subject to said Declaration and First and Second Amendments thereto and shall constitute covenants running with the land described within Exhibit "A" attached hereto constituting Longwood Villas Unit Three.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Second Amendment to Declaration this 15th day of MARCH, 1988.

Signed, sealed, and delivered in the presence of:

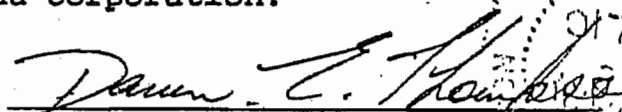
RIVOLTA DEVELOPMENT, INC.,
a Florida Corporation


JOSEPH P. VENABLE, Secretary
(Corporate Seal)

By: 
PIERO RIVOLTA, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of March, 1988 by PIERO RIVOLTA and JOSEPH P. VENABLE as President and Secretary respectively, of Rivolta Development, Inc., a Florida corporation.


Notary Public
My Commission Expires: 5-27-90

O.R. 2028 PG 2/190

DESCRIPTION

A tract of land lying in the Southeast 1/4 of Section 3, Township 36 South, Range 18 East, Sarasota County, Florida described as follows:

Commence at a railroad spike at the Southeast corner of said Section 3; thence N-00°-46'-07"-E along the Easterly line of the Southeast 1/4 of said Section 3 a distance of 108.26 feet to a point, said point being the intersection of the Easterly line of the Southeast 1/4 of said Section 3 and the Northeasterly line of a 52 foot wide drainage right-of-way recorded in Deed Book 361, Page 27, and Deed Book 361, Page 103 of the Public Records of Sarasota County, Florida (the following three courses are along the Northeasterly line of said 52 foot wide drainage right-of-way); thence N-44°-12'-22"-W a distance of 875.96 feet; thence N-48°-54'-14"-W a distance of 466.94 feet to the POINT OF BEGINNING; thence continue N-48°-54'-14"-W a distance of 740.03 feet; thence N-41°-05'-46"-E a distance of 331.93 feet to the Southwest corner of Longwood Villas Unit One, Plat Book 30, Page 29 through 29A of said Public Records; the following three courses are along the Southerly line of said Longwood Villas Unit One; thence S-79°-17'-40"-E a distance of 244.10 feet; thence S-53°-18'-00"-E a distance of 221.92 feet; thence N-69°-06'-25"-E a distance of 103.60 feet to a point on a curve of which the radius point lies S-69°-06'-25"-W a radial distance of 214.00 feet, said point also being a point on the Westerly line of Longwood Run Subdivision Unit Two recorded in Plat Book 30, Page 41 through 41A of said Public Records (the following eight courses are along the Westerly line of said Longwood Run Subdivision Unit Two; thence along the arc in a Southeasterly and Southwesterly direction passing through a central angle of 31°-43'-56" a distance of 118.52 feet to the PRC of a curve to the left having a central angle of 03°-32'-42" and a radius of 350.00 feet; thence along the arc in a Southwesterly direction a distance of 21.66 feet; thence S-88°-10'-49"-E a distance of 166.62 feet to a point on a curve to the left of which the radius point lies N-81°-30'-36"-E a radial distance of 75.00 feet; thence along the arc in a Southeasterly direction passing through a central angle of 72°-54'-08" a distance of 95.43 feet to the PRC of a curve to the right having a central angle of 155°-06'-43" and a radius of 40.00 feet; thence along the arc in a Southeasterly and Southwesterly direction a distance of 108.29 feet to the PRC of a curve to the left having a central angle of 60°-06'-02" and a radius of 40.00 feet; thence along the arc in a Southwesterly direction a distance of 41.96 feet to the PRC of a curve to the right having a central angle of 16°-00'-33" and a radius of 575.00 feet; thence along the arc in a Southwesterly direction a distance of 166.66 feet to the PRC of a curve to the left having a central angle of 21°-00'-00" and a radius of 55.00 feet; thence along the arc in a Southwesterly direction a distance of 20.16 feet; thence N-81°-22'-18"-W a distance of 27.65 feet; thence N-55°-06'-10"-W a distance of 82.00 feet; thence S-70°-25'-00"-W a distance of 6.19 feet; thence N-19°-33'-59"-W a distance of 5.47 feet; thence S-70°-26'-00"-W a distance of 58.53 feet; thence S-48°-04'-20"-W a distance of 229.08 feet to the POINT OF BEGINNING. Containing 8.945 acres.

O.R. 2028 PG 2791

JOINDER OF ASSOCIATION

LONGWOOD RUN COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Third Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Villas Unit One as the same shall now be applied to and constitute a covenant running with the title to the lands comprising Longwood Villas Unit Three, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

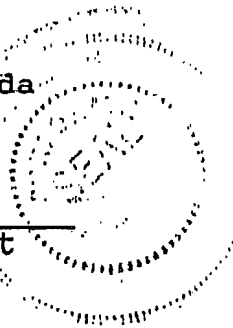
IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 15 day of March, 1988.

Signed, sealed, and delivered in the presence of:

LONGWOOD RUN COMMUNITY ASSOCIATION, INC., A Florida Corporation Not for Profit

Nancy Liberi
Dawn L. Thompson

By: Piero Rivolta
PIERO RIVOLTA, President

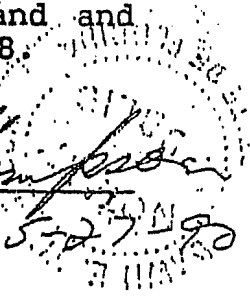


STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared PIERO RIVOLTA, well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned in his capacity as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of March, 1988.

Dawn L. Thompson
Notary Public
My Commission Expires: 5-27-90



O.R. 2028 PG 2792

JOINER OF ASSOCIATION

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Third Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Villas Unit One as the same shall now be applied to and constitute a covenant running with the title to the lands comprising Longwood Villas Unit Three, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 15th day of March, 1988.

Signed, sealed, and delivered in the presence of:

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation

Nancy L. Livi
Dawn L. Thompson

By: Piero Rivolta
PIERO RIVOLTA, President

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared PIERO RIVOLTA, well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned in his capacity as President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of March, 1988.

Dawn L. Thompson
Notary Public
My Commission Expires: 5-27-90

O.R. 2028 PG 2793

successors, and assigns, and shall constitute covenants running with the land.

1. INCORPORATION OF RECITAL. The foregoing recitals are incorporated herein by reference.

2. AMENDMENT TO DECLARATION TO ANNEX ADDITIONAL LANDS. Developer, pursuant to the right and authority reserved to it within Article VI, Section 1 thereof, of the Declaration of Longwood Villas Unit One by its execution hereafter of this Amendment and its subsequent recording in the Public Records of Sarasota County, Florida, does hereby declare that the lands described within Exhibit "A" attached hereto and incorporated herein by reference are additional lands within Longwood Run which are to become and are hereby made expressly subject to the provisions of the recorded Declaration, as amended by the recorded First, Second, and Third Amendments thereto, which lands shall be hereafter known as Longwood Villas Unit Four pursuant to record Plat and shall be hereafter owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens set forth within the recorded Declaration and recorded First, Second, and Third Amendments thereto and the express provisions of this Amendment as hereinafter set forth to be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors, and assigns constituting covenants running with the land.

3. MODIFICATION AND AMENDMENT TO RECORDED DECLARATION.

3.1 Amendment to Recitals within Recorded Declaration at Page 1, recorded at O.R. Book 1792, Page 2823.

a. Within the first recital, Exhibit "A" attached thereto and referenced therein shall be deemed amended to include the property more particularly described within the attached Exhibit "A" hereto and referenced herein to be hereinafter referred to as "Longwood Villas Unit Four" being a portion of that real property described within Exhibit "B", hereafter referred to as "Longwood Run."

b. The second, fourth, and fifth recitals shall be deemed amended to include as the context may so require, express reference to Longwood Villas Unit Four.

c. The third recital is amended to include provision for Longwood Villas Unit Four which will comprise various residential dwelling units in buildings upon lots as illustrated within the Subdivision Plat recorded simultaneously herewith at Plat Book 33, Page 4-4a of the Public Records of Sarasota County, Florida.

d. The habendum clause is amended as the context may require to expressly provide for reference to include Longwood Villas Unit Four.

3.2 Amendment of Article 1, Subparagraph A.

a. Sections 2 and 3 are amended as the context may so require to provide for reference in addition to Longwood Villas Unit Four.

b. Section 5 is amended to include an additional reference to lakes described as follows:

(1) Tract G of Longwood Villas Unit Four, according to the Plat thereof, as recorded in Plat Book 33 at Page 4-4B, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

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c. Section 6 is amended to include an additional reference to common drives as follows:

(1) Tract I of Longwood Villas Unit Four, according to the Plat thereof, as recorded in Plat Book 33 at Page 4-43, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

d. Section 7 is amended to include an additional reference to recreation parcel as follows:

(1) Tracts _____ of Longwood Villas Unit Four, according to the Plat thereof, as recorded in Plat Book 33 at Page 4-43, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

e. Section 8 is amended to include an additional reference to lot as follows:

(1) Lots 15 through 41, inclusive, of Longwood Villas Unit Four, according to the Plat thereof, as recorded in Plat Book 33 at Page 4-46, of the Public Records of Sarasota County, Florida.

f. Section 9 is amended to include an additional reference to common open space as follows:

(1) Tract H of Longwood Villas Unit Four, according to the Plat thereof, as recorded in Plat Book 33 at Page 4-49, of the Public Records of Sarasota County, Florida.

g. Section 11 is hereby amended to define "Villa" respecting Longwood Villas Unit Four only to mean a 1 family dwelling unit upon a lot not attached to any other dwelling unit by common party fire wall or portion thereof and/or a 1 family dwelling unit within a duplex building which unit is attached to the second dwelling unit by a common party fire wall or portion thereof or by another common wall.

3.3 Amendment to Article II of Declaration.

a. Section 1 and Subsection A thereof are amended to reference to Longwood Villas Unit Four as the context may so require.

b. Section 3, Subsection (a) and (b) are amended to reference to Longwood Villas Unit Four as the context may so require.

3.4 Amendment to Article V of Declaration.

a. Sections 1, 2, and 3 are hereby amended to include provision as the context may so require to reference to Longwood Villas Unit Four.

3.5 Amendment to Article X of Declaration.

a. Article X is hereby amended to include express reference to dedication of certain portions of Longwood Villas Unit Four for the easements, uses, and purposes therein set forth.

3.6 Amendment to Article XII of Declaration.

a. Section 2 is hereby amended as the context may so require to provide express reference to show the Villas within Longwood Villas Unit Four for the necessary comparison to similar other such improvements previously constructed therein.

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3.7 Amendment to Article XIII of Declaration.

a. Sections 1 and 4 are hereby amended to include as the context may so require express reference and provision for Longwood Villas Unit Four.

3.8 Amendment to article XV of Declaration.

a. Section 1 is hereby amended to include as the context may so require express reference and provision for Longwood Villas Unit Four.

3.9 Amendment to Article XVII of Declaration.

a. Section 1, Subsection (B) thereof is amended as to the first sentence thereof to provide the following:

"(B) If at any time the Association shall be the Owner or agreed purchaser of one (1) or more Villas in the LONGWOOD VILLAS UNIT ONE, UNIT TWO, UNIT THREE, and/or UNIT FOUR, it may not purchase any additional Villas within UNIT ONE, TWO, THREE, or FOUR without the prior written approval of seventy-five percent (75%) of the vote of the members...."

3.11 Amendment to Article XIX of Declaration.

a. Section 1, last paragraph thereof, is hereby amended to include reference and provision as the context may so require to Longwood Villas Unit Four.

b. Section 3 is hereby amended to include reference also to the Plat of Longwood Villas Unit Four recorded in Plat Book 33, Page 4-4B of the Public Records of Sarasota County, Florida, as to which lots depicted therein Section 3 shall so apply.

c. Section 4, last line within the last paragraph at page 25 thereof recorded at O.R. Book 1792, Page 2847 is hereby amended to include as the context may so require express provision and reference to Longwood Villas Unit Four.

d. Section 28, second paragraph thereof, is hereby amended to include as the context may so require, express reference and provision for Longwood Villas Unit Four.

4. ATTACHMENT OF EXHIBIT "1": AMENDMENT TO ARTICLES OF INCORPORATION OF LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC. Article I, Section 1 reference to Exhibit "1", copy of the Articles of Incorporation of Longwood Villas of Sarasota Homeowners Association, Inc. is hereby amended to include the attachment hereto for incorporation therein by reference as Exhibit "1" Amendment to the Articles of Incorporation to include provision and reference for Longwood Villas Unit Four.

5. EFFECT OF FOURTH AMENDMENT. Except as the Declaration is amended by this Fourth Amendment, the Declaration, First, Second, and Third Amendments thereto, as originally recorded shall remain in full force and effect, binding upon the Developer, its successors and assigns, and all persons having any right, title, or interest in or to the property subject to said Declaration and First, Second, and Third Amendments thereto and shall constitute covenants running with the land described within Exhibit "A" attached hereto constituting Longwood Villas Unit Four.

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IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Fourth Amendment to Declaration this 28th day of December, 1988.

Signed, sealed, and delivered in the presence of:

RIVOLTA DEVELOPMENT, INC., a Florida Corporation

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Joseph P. Venable By: Piero Rivolta
JOSEPH P. VENABLE, Secretary PIERO RIVOLTA, President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

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The foregoing instrument was acknowledged before me this 28th day of December, 1988 by PIERO RIVOLTA and JOSEPH P. VENABLE as President and Secretary respectively, of Rivolta Development, Inc., a Florida corporation.

Dawn T. Thompson
Notary Public
My Commission Expires: 5-27-90



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EXHIBIT "A"
TO FOURTH AMENDMENT TO DECLARATION
OF LONGWOOD VILLAS UNIT ONE

DESCRIPTION

A tract of land lying in the Southeast 1/4 of Section 3, Township 36 South, Range 18 East, Sarasota County, Florida described as follows:

Commence at a Capped Iron Rod PLS #3679 at the Southeast corner of said Section 3; thence N-00°-46'-07"-E along the Easterly line of the Southeast 1/4 of said Section 3 a distance of 108.26 feet to the POINT OF BEGINNING, said Point of Beginning being the intersection of the Easterly line of the Southeast 1/4 of said Section 3 and the Northeasterly line of a 52 foot wide drainage right-of-way recorded in Deed Book 361, Page 27 and Deed Book 361, Page 103 of the Public Records of Sarasota County, Florida; (the following two courses are along the Northerly line of said 52 foot wide drainage right-of-way); thence N-44°-12'-22"-W a distance of 875.96 feet; thence N-48°-54'-14"-W a distance of 466.94 feet to the Southwest corner of Longwood Villas, Unit Three recorded in Plat Book 32, Page 26 through 26B of said Public Records; (the following six courses are along the Southerly line of said Plat of Longwood Villas, Unit Three; thence N-48°-04'-20"-E a distance of 223.08 feet; thence N-70°-26'-00"-E a distance of 58.53 feet; thence S-19°-33'-59"-E a distance of 5.47 feet; thence N-70°-26'-00"-E a distance of 6.19 feet; thence S-55°-06'-10"-E a distance of 82.00 feet; thence S-81°-22'-18"-E a distance of 27.65 feet to a point on a curve to the left of which the radius point lies S-81°-22'-18"-E a radial distance of 55.00 feet, said point being a point on the Southwesterly line of Longwood Run Subdivision, Unit Two, Plat Book 30, Page 41 through 41A of said Public Records; (the following five courses are along the Westerly and Southerly lines of said Longwood Run Subdivision, Unit Two); thence along the arc in a Southeasterly direction passing through a central angle of 51°-06'-22" a distance of 49.06 feet; thence S-42°-28'-40"-E a distance of 72.52 feet to the PC of a curve to the left having a central angle of 13°-36'-52" and a radius of 274.00 feet; thence along the arc in a Southeasterly direction a distance of 65.11 feet to the PRC of a curve to the right having a central angle of 09°-54'-01" and a radius of 326.00 feet; thence along the arc in a Southeasterly direction a distance of 56.33 feet to the PRC of a curve to the left having a central angle of 134°-27'-00" and a radius of 37.50 feet; thence along the arc in a Southeasterly and Northeasterly direction a distance of 88.00 feet to the southwest corner of premises described in O.R. Book 1838, Pg. 0002 of said Public Records; thence S-74°-18'-16"-E a distance of 69.64 feet to a point on the aforementioned southerly line of Longwood Run Subdivision, Unit Two; thence S-89°-13'-53"-E along said southerly line a distance of 324.73 feet; thence N-00°-46'-07"-E along the easterly line of said Longwood Run Subdivision, Unit Two and the easterly line of Longwood Run Subdivision, Unit One recorded in Plat Book 30, Pages 8 through 8A of said Public Records a distance of 1434.53 feet; thence S-89°-45'-19"-E a distance of 40.00 to the aforementioned Easterly line of the Southeast 1/4 of said Section 3; thence S-00°-46'-07"-W along said Easterly line a distance of 2311.54 feet to the POINT OF BEGINNING. Containing 11.592 acres.

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JOINDER OF ASSOCIATION

LONGWOOD RUN COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Fourth Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Villas Unit One as the same shall now be applied to and constitute a covenant running with the title to the lands comprising Longwood Villas Unit Four, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 28th day of December, 1988.

Signed, sealed, and delivered in the presence of:

LONGWOOD RUN COMMUNITY ASSOCIATION, INC., A Florida Corporation Not for Profit

002091
OR BOOK

By: Piero Rivolta
PIERO RIVOLTA, President

Jerry McNeil
Dawn Thompson

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared PIERO RIVOLTA, well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned in his capacity as President.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 28th day of December, 1988.

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OR BOOK

Dawn T. Thompson
Notary Public
My Commission Expires: 5-27-90

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JOINDER OF ASSOCIATION

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Fourth Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Villas Unit One as the same shall now be applied to and constitute a covenant running with the title to the lands comprising Longwood Villas Unit Four, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 25th day of December, 1988.

Signed, sealed, and delivered in the presence of:

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation

002091
OR BOOK

Joseph M. Venezia
James Thompson

By: *Piero Rivolta*
PIERO RIVOLTA, President

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared PIERO RIVOLTA, well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned in his capacity as President.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 28th day of December, 1988.

James T. Thompson
Notary Public
My Commission Expires: 5-27-90

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FIFTH AMENDMENT TO DECLARATION OF
LONGWOOD VILLAS UNIT ONE, AS AMENDED

** OFFICIAL RECORDS **
BOOK 2217
PAGE 2253

THIS FIFTH AMENDMENT to Declaration of Longwood Villas Unit One, as amended, is made this 7th day of June, 1990, by LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Association" with joinder by RIVOLTA DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, a Declaration for Longwood Villas Unit One has been previously filed for record at O.R. Book 1792, Pages 2823, et seq., of the Public Records of Sarasota County, Florida, which provides therein within Article I, Section 9, for a definition of "Common Open Space" being initially identified as Tracts "D", "E", "F", "G", and "I" within the Longwood Villas Unit One Subdivision Plat;

WHEREAS, a Plat of Longwood Villas Unit One has been previously filed at Plat Book 30, Pages 29 and 29A of the Public Records of Sarasota County, Florida;

WHEREAS, a First Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 1862, Pages 0498, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, a Second Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 1935, Pages 1501, et seq., of the Public Records of Sarasota County, Florida, which provides for identification of additional Common Open Space, being Tracts "A", "C", and "D" within the Longwood Villas Unit Two Subdivision Plat;

WHEREAS, a plat of Longwood Villas Unit Two has been previously filed at Plat Book 31, Pages 43-43A of the Public Records of Sarasota County, Florida;

WHEREAS, a Third Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 2028, Pages 2786-2794, both inclusive, of the Public Records of Sarasota County, Florida, which provides for identification of additional Common Open Space, being Tracts "B", "D", and "E" within the Longwood Villas Unit Two Subdivision Plat;

WHEREAS, a plat of Longwood Villas Unit Three has been previously filed at Plat Book 32, Pages 26-26B of the Public Records of Sarasota County, Florida;

WHEREAS, a Fourth Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 2099, Pages 1152-1160, both inclusive, of the Public Records of Sarasota County, Florida, which provides for identification of additional Common Open Space, being Tract "H" within the Longwood Villas Unit Two Subdivision Plat;

WHEREAS, a plat of Longwood Villas Unit Four has been previously filed for record at Plat Book 33, Pages 4-4B, of the Public Records of Sarasota County, Florida;

WHEREAS, Article II, Section 1, of the Declaration of Longwood Villas Unit One subjects the right and easement of enjoyment in and to the Common Open Space to certain provisions therein set forth, including but not limited to, all provisions of the Declaration and Rules and Regulations adopted by the Association governing the use and enjoyment of the Common Open Space;

Adopted 2/17/90

RECEIVED BY
STEW KISS
MAY 22 1990

WHEREAS, Article II, Section 3, of the Declaration of Longwood Villas Unit One further provides that permitted uses of the Common Open Space shall be in the manner as set forth within the Declaration;

WHEREAS, Article XI, Section 3, of the Declaration of Longwood Villas Unit One provides for a method of amendment of the Declaration by an instrument signed by the owners of 75% of more of the lots and for the subsequent recording of such amendment in the Public Records of Sarasota County, Florida in order to become effective;

WHEREAS, the owners of 75% or more of the lots as evidenced through their execution hereinbelow hereby amend the Declaration of Longwood Villas Unit One, as amended, respecting the use of Common Open Space in the manner as hereinbelow more particularly set forth:

NOW, THEREFORE, in consideration of the premises and pursuant to Article XI, Section 3, Association for and on behalf of the undersigned owners does hereby declare that the Longwood Villas Unit One Declaration, as amended, be and is hereby amended as hereinafter more particularly set forth and that the lands described within the previously recorded plats of Longwood Villas Units One, Two, Three, and Four, and such future lands as may be hereafter by Developer subjected to this Declaration, as amended, shall hereafter be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens as originally set forth within the prior recorded Declaration, as amended, and as by this Amendment hereof, which shall be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors, and assigns, and shall constitute covenants running with the lands.

1. INCORPORATION OF RECITAL. The foregoing recitals are incorporated herein by reference.

2. AMENDMENT OF ARTICLE XII TO ADD SECTION 3. Article XII is hereby amended to add thereto by this Amendment a Section 3 to read as follows:

"Section 3. Respecting those Lots which adjoin Common Open Space, the Owner may construct within the adjoining Common Open Space that portion of a swimming pool, spa, deck, or patio which cannot be constructed wholly within the Lot subject to the following provisions:

A. Compliance by the Owner with Article XII, Section 2 and Article VIII of the Declaration;

B. No portion of the proposed improvement within the Common Open Space shall encroach upon, across, within, or beneath any easement created either by record declaration or record plat;

C. No approval shall be given pursuant to Article XII, Section 2, and Article VIII if the land area coverage by the proposed improvement shall cause the mandatory minimum open space requirement of 50% of the total gross acreage of Longwood Run to be reduced below that percentage.

The Owner shall be responsible to obtain and maintain hazard/casualty insurance insuring the improvements and public liability insurance in such amount and with such coverage as shall be required by the Board of Directors of the Association, as recommended to the Board by its insurance agent in providing such public liability insurance to the Association. Owner shall annually

provide evidence or certificate of insurance to the Board with evidence of payment of premium charged. Owner shall cause the Association to be shown to be notified in the event of any lapse of coverage in order to provide Association the election to reinstate the insurance. Any expense incurred by the Association to reinstate lapsed insurance shall be an expense payable by Owner to Association immediately upon receipt of demand for payment from Association.

Owner shall be responsible for all maintenance, repair, and/or replacement to the improvements constructed within the Common Open Space. Association shall have no maintenance repair or replacement responsibility under Article IV, Section 1 and/or Section 2 thereof. In the event Owner shall fail to properly maintain, repair, or replace an improvement constructed within the Common Open Space, Association may, after written notice given to Owner notifying of Association intent to so repair, maintain, or replace with provision of adequate time for Owner to cure, upon lapse of such time may proceed to repair, maintain, or replace and shall be an expense payable by Owner to Association immediately upon receipt of demand for payment from Association. If all or any portion of such improvement constructed within the Common Open Space is damaged by casualty, such damage shall be reconstructed or repaired, unless the Owner determines that such reconstruction or repair should not occur. Owner shall comply with the provisions for reconstruction and repair after casualty as set forth within Article XV, Sections 1, 2, and 3 thereof and Article XIX, Sections 25 and 26 thereof.

Any expense incurred by the Association in the exercise of its rights as herein established not reimbursed to Association by the Owner upon demand from Association shall be assessed against the Lot, which assessment shall be a charge and lien upon the Lot pursuant to Article IX of the Declaration under which Association shall be entitled to the exercise of the remedies provided therein or elsewhere within the Declaration."

3. EFFECT OF FIFTH AMENDMENT. Except as the Declaration is amended by this Fifth Amendment, the Declaration, as amended, shall remain in full force and effect, binding upon the Developer, its successors and assigns, and all persons having any right, title, or interest in or to the property made subject to said Declaration, as amended and shall constitute covenants running with the land described within the previously recorded plats of Longwood Villas, Units One, Two, Three, and Four, and or lands made subject to this Declaration by subsequently recorded plat.

IN WITNESS WHEREOF, the Association, by and through its undersigned duly authorized and appointed officers, and owners do hereby execute this Fifth Amendment to Declaration the day and year above set forth.

Signed, sealed, and delivered
in the presence of:

Patricia A. Wingfield
Thomas T. Kempson

LONGWOOD VILLAS OF SARASOTA
HOMEOWNERS ASSOCIATION, INC.,
A not for profit Florida
Corporation

By: [Signature]
President

(Corp. Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Piero Rivolta, as President of Longwood Villas of Sarasota Homeowners Association, Inc., well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 7th day of June, 1990.

Patricia A. Wingfield
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JUNE 1, 1991.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

JOINDER OF DEVELOPER

RIVOLTA DEVELOPMENT, INC., a Florida corporation, hereby joins in and consents to the foregoing Fifth Amendment to Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer the day and year below set forth.

Signed, sealed, and delivered in the presence of:

Patricia A. Wingfield
Dawn T. [Signature]

RIVOLTA DEVELOPMENT, INC., a Florida corporation

By: [Signature]
PIERO RIVOLTA, President

(Corp. Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared PIERO RIVOLTA, well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned in his capacity as President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 7th day of June, 1990.

Patricia A. Wingfield
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JUNE 1, 1991.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

W.

** OFFICIAL RECORDS **
BOOK 2217 PAGE 2257

Lot 1, Longwood Villas Unit One

Lot 1, Longwood Villas Unit One

Lot 2, Longwood Villas Unit One

Lot 2, Longwood Villas Unit One

Craig F. Johnson
Lot 3, Longwood Villas Unit One

Craig F. Johnson
Lot 3, Longwood Villas Unit One

Ben M. Beaton
Lot 5, Longwood Villas Unit One

Lot 5, Longwood Villas Unit One

Lot 4, Longwood Villas Unit One

Lot 4, Longwood Villas Unit One

Catherine P. Johnson
Lot 6, Longwood Villas Unit One

Catherine P. Johnson
Lot 6, Longwood Villas Unit One

Ben M. Beaton
Lot 7, Longwood Villas Unit One

Lot 7, Longwood Villas Unit One

Lot 8, Longwood Villas Unit One

Lot 8, Longwood Villas Unit One

Lot 9, Longwood Villas Unit One

Lot 9, Longwood Villas Unit One

Charles E. Johnson
Lot 10, Longwood Villas Unit One

Lot 10, Longwood Villas Unit One

Lot 10, Longwood Villas Unit One

W. W. Rappaport

Lot 11, Longwood Villas Unit One

W

Lot 12, Longwood Villas Unit One

Lot 12, Longwood Villas Unit One

Jesse A. Bell

Lot 13, Longwood Villas Unit One

Lot 13, Longwood Villas Unit One

Lot 14, Longwood Villas Unit One

Lot 14, Longwood Villas Unit One

Fred W. Under

Lot 15, Longwood Villas Unit One

Lot 15, Longwood Villas Unit One

Lot 16, Longwood Villas Unit One

Lot 16, Longwood Villas Unit One

Leirella Lange

Lot 17, Longwood Villas Unit One

Lot 17, Longwood Villas Unit One

Frank Simon

Lot 18, Longwood Villas Unit One

Lot 18, Longwood Villas Unit One

John A. Woods

Lot 18, Longwood Villas Unit One

Lot 19, Longwood Villas Unit One

J. B. M.

Lot 20, Longwood Villas Unit One

3.

Lot 20, Longwood Villas Unit One

ASMA
Lot 21, Longwood Villas Unit One

Lot 21, Longwood Villas Unit One

Lot 22, Longwood Villas Unit One

Lot 22, Longwood Villas Unit One

[Signature]
Lot 23, Longwood Villas Unit One

Catherine Johnson

Lot 23, Longwood Villas Unit One

[Signature]
Lot 24, Longwood Villas Unit One

Wayne Scott
Lot 24, Longwood Villas Unit One

Lot 25, Longwood Villas Unit Two

Lot 25, Longwood Villas Unit Two

Lot 26, Longwood Villas Unit Two

Lot 26, Longwood Villas Unit Two

Lot 27, Longwood Villas Unit Two

Lot 27, Longwood Villas Unit Two

[Signature]
Lot 28, Longwood Villas Unit Two

Lot 28, Longwood Villas Unit Two

Lot 29, Longwood Villas Unit Two

Lot 29, Longwood Villas Unit Two

Lot 30, Longwood Villas Unit Two

Lot 30, Longwood Villas Unit Two

Lot 31, Longwood Villas Unit Two

Lot 31, Longwood Villas Unit Two

Lot 32, Longwood Villas Unit Two

Lot 32, Longwood Villas Unit Two

Lot 33, Longwood Villas Unit Two

Lot 33, Longwood Villas Unit Two

Walter A. Davis
Lot 34, Longwood Villas Unit Two

Lot 34, Longwood Villas Unit Two

John J. Sarnow
Lot 1, Longwood Villas Unit Three

Saturday 17th May 1992 3105
Lot 1, Longwood Villas Unit Three

Stanley E. [Signature]
Lot 2, Longwood Villas Unit Three

Lot 2, Longwood Villas Unit Three

Paul W. [Signature]
Lot 3, Longwood Villas Unit Three

Lot 3, Longwood Villas Unit Three

Lot 4, Longwood Villas Unit Three

Lot 4, Longwood Villas Unit Three

Lot 5, Longwood Villas Unit Three

Lot 5, Longwood Villas Unit Three

Lot 6, Longwood Villas Unit Three

Lot 6, Longwood Villas Unit Three

Lot 7, Longwood Villas Unit Three

[Signature]
Lot 7, Longwood Villas Unit Three

[Signature]
Lot 8, Longwood Villas Unit Three

Lot 8, Longwood Villas Unit Three

[Signature]
Lot 9, Longwood Villas Unit Three

Lot 9, Longwood Villas Unit Three

[Signature]
Lot 10, Longwood Villas Unit Three

Lot 10, Longwood Villas Unit Three

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Lot 11, Longwood Villas Unit Three

Lot 11, Longwood Villas Unit Three

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Lot 12, Longwood Villas Unit Three

Lot 12, Longwood Villas Unit Three

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Lot 13, Longwood Villas Unit Three

Lot 13, Longwood Villas Unit Three

Lot 14, Longwood Villas Unit Three

Lot 14, Longwood Villas Unit Three

Lot 15, Longwood Villas Unit Four

Lot 15, Longwood Villas Unit Four

[Signature]
Lot 16, Longwood Villas Unit Four

Lot 16, Longwood Villas Unit Four

Lot 17, Longwood Villas Unit Four

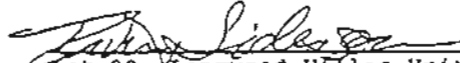
Lot 17, Longwood Villas Unit Four

Lot 18, Longwood Villas Unit Four


Lot 18, Longwood Villas Unit Four

Lot 19, Longwood Villas Unit Four

Lot 19, Longwood Villas Unit Four


Lot 20, Longwood Villas Unit Four

5-22-90
Lot 20, Longwood Villas Unit Four

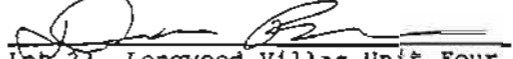

Lot 21, Longwood Villas Unit Four

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Lot 22, Longwood Villas Unit Four

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Lot 23, Longwood Villas Unit Four


Lot 23, Longwood Villas Unit Four

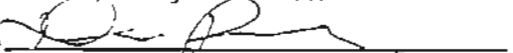

Lot 24, Longwood Villas Unit Four

Lot 24, Longwood Villas Unit Four

Lot 25, Longwood Villas Unit Four


Lot 25, Longwood Villas Unit Four

Lot 26, Longwood Villas Unit Four


Lot 26, Longwood Villas Unit Four

Lot 27, Longwood Villas Unit Four

Res. 1/4, 1/2, 3/4, 1/2, 1/4
1/2, 1/4, 1/2, 1/4

Lot 27, Longwood Villas Unit Four

Lot 28, Longwood Villas Unit Four

Lot 28, Longwood Villas Unit Four

Res. 1/4, 1/2, 3/4, 1/2, 1/4
1/2, 1/4, 1/2, 1/4

Lot 29, Longwood Villas Unit Four

Lot 29, Longwood Villas Unit Four

Lot 30, Longwood Villas Unit Four

Lot 30, Longwood Villas Unit Four

Lot 31, Longwood Villas Unit Four

Res. 1/4, 1/2, 3/4, 1/2, 1/4
1/2, 1/4, 1/2, 1/4

Lot 31, Longwood Villas Unit Four

Lot 32, Longwood Villas Unit Four

Res. 1/4, 1/2, 3/4, 1/2, 1/4
1/2, 1/4, 1/2, 1/4

Lot 32, Longwood Villas Unit Four

Res. 1/4, 1/2, 3/4, 1/2, 1/4
1/2, 1/4, 1/2, 1/4

Lot 33, Longwood Villas Unit Four

Lot 33, Longwood Villas Unit Four

Lot 34, Longwood Villas Unit Four

Res. 1/4, 1/2, 3/4, 1/2, 1/4
1/2, 1/4, 1/2, 1/4

Lot 34, Longwood Villas Unit Four

Lot 35, Longwood Villas Unit Four

Res. 1/4, 1/2, 3/4, 1/2, 1/4
1/2, 1/4, 1/2, 1/4

Lot 35, Longwood Villas Unit Four

Res. 1/4, 1/2, 3/4, 1/2, 1/4
1/2, 1/4, 1/2, 1/4

Lot 36, Longwood Villas Unit Four

Lot 36, Longwood Villas Unit Four

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Lot 37, Longwood Villas Unit Four

Lot 37, Longwood Villas Unit Four
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Lot 38, Longwood Villas Unit Four

Lot 38, Longwood Villas Unit Four
[Signature]
Lot 39, Longwood Villas Unit Four

Lot 39, Longwood Villas Unit Four

Lot 40, Longwood Villas Unit Four

Lot 40, Longwood Villas Unit Four

[Signature]
Lot 41, Longwood Villas Unit Four

Lot 41, Longwood Villas Unit Four

STATE OF FLORIDA
COUNTY OF SARASOTA

SWORN TO AND SUBSCRIBED before by _____
this _____ day of _____, 1990.

Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

SWORN TO AND SUBSCRIBED before by _____
as _____
of _____ this _____ day of _____,
1990.

Notary Public
My Commission Expires:

SIXTH AMENDMENT TO DECLARATION OF
LONGWOOD VILLAS UNIT ONE

OFFICIAL RECORDS
BOOK 2231 PAGE 59

THIS SIXTH AMENDMENT to Declaration of Longwood Villas Unit One is made this 27th day of June, 1990 by RIVOLTA DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as "Developer" with joinder by LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Association" and LONGWOOD RUN COMMUNITY ASSOCIATION, INC., hereinafter referred to as "Community Association."

WITNESSETH:

WHEREAS, a Declaration for Longwood Villas Unit One has been previously filed for record at O.R. Book 1792, Pages 2823, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, a Plat of Longwood Villas Unit One has been previously filed at Plat Book 30, Pages 29 and 29A of the Public Records of Sarasota County, Florida;

WHEREAS, a First Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 1862, Pages 0498, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, a Second Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 1935, Pages 1501, et seq., of the Public Records of Sarasota County, Florida;

WHEREAS, a Third Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 2028, Pages 2786-2794, both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, a Fourth Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 2099, Pages 1152-1160, both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, a Fifth Amendment to Declaration of Longwood Villas Unit One has been previously filed for record at O.R. Book 2217, Pages 2253-2266, both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, Article VI, Section 1 thereof, provides for additional lands within Longwood Run to be annexed by the Developer without consent of members within 10 years of date of the Declaration, which lands become subject to the provisions of the Declaration upon the recording by Developer in the Public Records of Sarasota County, Florida of a properly executed amendment by Developer;

WHEREAS, the lands described within the attached Exhibit "A" are additional lands within Longwood Run which Developer desires to annex to make them subject to the provisions of the recorded Declaration, as amended by the First, Second, Third, Fourth, and Fifth Amendments thereto;

WHEREAS, Developer has contemporaneously herewith delivered for recording in the Public Records of Sarasota County, Florida a Plat of Longwood Villas Unit Five;

NOW, THEREFORE, in consideration of the premises and pursuant to Article VI, Section 1, Developer hereby declares that the Longwood Villas Unit One Declaration be and is hereby amended as hereinafter more particularly set forth and that the lands

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described within the attached Exhibit "A" to be known as Longwood Villas Unit Five shall hereafter be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens as originally set forth within the recorded Declaration, as amended by First, Second, Third, Fourth, and Fifth Amendments thereto, for Longwood Villas Unit One, and as by this Amendment thereto, which shall be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors, and assigns, and shall constitute covenants running with the land.

OFFICIAL RECORDS **
BOOK 2231 PAGE 60

1. INCORPORATION OF RECITAL. The foregoing recitals are incorporated herein by reference.

2. AMENDMENT TO DECLARATION TO ANNEX ADDITIONAL LANDS. Developer, pursuant to the right and authority reserved to it within Article VI, Section 1 thereof, of the Declaration of Longwood Villas Unit One by its execution hereafter of this Amendment and its subsequent recording in the Public Records of Sarasota County, Florida, does hereby declare that the lands described within Exhibit "A" attached hereto and incorporated herein by reference are additional lands within Longwood Run which are to become and are hereby made expressly subject to the provisions of the recorded Declaration, as amended by the recorded First, Second, Third, Fourth, and Fifth Amendments thereto, which lands shall be hereafter known as Longwood Villas Unit Five pursuant to record Plat and shall be hereafter owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens, and liens set forth within the recorded Declaration and recorded First, Second, Third, Fourth, and Fifth Amendments thereto and the express provisions of this Amendment as hereinafter set forth to be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors, and assigns constituting covenants running with the land.

3. MODIFICATION AND AMENDMENT TO RECORDED DECLARATION.

3.1 Amendment to Recitals within Recorded Declaration at Page 1, recorded at O.R. Book 1792, Page 2823.

a. Within the first recital, Exhibit "A" attached thereto and referenced therein shall be deemed amended to include the property more particularly described within the attached Exhibit "A" hereto and referenced herein to be hereinafter referred to as "Longwood Villas Unit Five" being a portion of that real property described within Exhibit "B", hereafter referred to as "Longwood Run."

b. The second, fourth, and fifth recitals shall be deemed amended to include as the context may so require, express reference to Longwood Villas Unit Five.

c. The third recital is amended to include provision for Longwood Villas Unit Five which will comprise various residential dwelling units in buildings upon lots as illustrated within the Subdivision Plat recorded simultaneously herewith at Plat Book 34, Page 27-27B of the Public Records of Sarasota County, Florida.

d. The habendum clause is amended as the context may require to expressly provide for reference to include Longwood Villas Unit Five.

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SARASOTA COUNTY

3.2 Amendment of Article 1.

a. Sections 2 and 3 are amended as the context may so require to provide for reference in addition to Longwood Villas Unit Five.

b. Section 5 is amended to include an additional reference to lakes described as follows:

(1) Tract E of Longwood Villas Unit Five, according to the Plat thereof, as recorded in Plat Book _____ at Page _____, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

c. Section 6 is amended to include an additional reference to common drives as follows:

(1) Tract D of Longwood Villas Unit Five, according to the Plat thereof, as recorded in Plat Book _____ at Page _____, of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

d. Section 7 is amended to include an additional reference to recreation parcel as follows:

(1) Tracts _____ of Longwood Villas Unit Five, according to the Plat thereof, as recorded in Plat Book _____ at Page _____ of the Public Records of Sarasota County, Florida, and such further real property conveyed by Developer to the Community Association.

e. Section 8 is amended to include an additional reference to lot as follows:

(1) Lots 1 through 26, inclusive, of Longwood Villas Unit Five, according to the Plat thereof, as recorded in Plat Book _____ at Page _____, of the Public Records of Sarasota County, Florida.

f. Section 9 is amended to include an additional reference to common open space as follows:

(1) Tracts A, B, and C of Longwood Villas Unit Five, according to the Plat thereof, as recorded in Plat Book _____ at Page _____, of the Public Records of Sarasota County, Florida.

g. Section 11 is hereby amended to define "Villas" respecting Longwood Villas Unit Five only to mean a 1 family dwelling unit upon a lot not attached to any other dwelling unit by common party fire wall or portion thereof and/or a 1 family dwelling unit within a duplex building which unit is attached to the second dwelling unit by a common party fire wall or portion thereof or by another common wall.

3.3 Amendment to Article II of Declaration.

a. Section 1 and Subsection A thereof are amended to reference to Longwood Villas Unit Five as the context may so require.

b. Section 3, Subsection (a) and (b) are amended to reference to Longwood Villas Unit Five as the context may so require.

OFFICIAL RECORDS
BOOK 12311
PAGE 61

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OFFICIAL RECORDS **
BOOK 221
PAGE 62

3.4 Amendment to Article V of Declaration.

a. Sections 1, 2, and 3 are hereby amended to include provision as the context may so require to reference to Longwood Villas Unit Five.

3.5 Amendment to Article X of Declaration.

a. Article X is hereby amended to include express reference to dedication of certain portions of Longwood Villas Unit Five for the easements, uses, and purposes therein set forth.

3.6 Amendment to Article XII of Declaration.

a. Section 2 is hereby amended as the context may so require to provide express reference to show the Villas within Longwood Villas Unit Five for the necessary comparison to similar other such improvements previously constructed therein.

3.7 Amendment to Article XIII of Declaration.

a. Sections 1 and 4 are hereby amended to include as the context may so require express reference and provision for Longwood Villas Unit Five.

3.8 Amendment to article XV of Declaration.

a. Section 1 is hereby amended to include as the context may so require express reference and provision for Longwood Villas Unit Five.

3.9 Amendment to Article XVII of Declaration.

a. Section 1, Subsection (B) thereof is amended as to the first sentence thereof to provide the following:

"(B) If at any time the Association shall be the Owner or agreed purchaser of one (1) or more Villas in the LONGWOOD VILLAS UNIT ONE, UNIT TWO, UNIT THREE, UNIT FOUR, and/or UNIT FIVE, it may not purchase any additional Villas within UNIT ONE, TWO, THREE, FOUR, or FIVE without the prior written approval of seventy-five percent (75%) of the vote of the members...."

3.11 Amendment to Article XIX of Declaration.

a. Section 1, last paragraph thereof, is hereby amended to include reference and provision as the context may so require to Longwood Villas Unit Five.

b. Section 3 is hereby amended to include reference also to the Plat of Longwood Villas Unit Five recorded in Plat Book _____, Page _____ of the Public Records of Sarasota County, Florida, as to which lots depicted therein Section 3 shall so apply.

c. Section 4, last line within the last paragraph at page 25 thereof recorded at O.R. Book 1792, Page 2847 is hereby amended to include as the context may so require express provision and reference to Longwood Villas Unit Five.

d. Section 28, second paragraph thereof, is hereby amended to include as the context may so require, express reference and provision for Longwood Villas Unit Five.

4. ATTACHMENT OF EXHIBIT "1": AMENDMENT TO ARTICLES OF INCORPORATION OF LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC. Article I, Section 1 reference to Exhibit "1", one of the Articles of Incorporation of Longwood Villas of Sarasota Homeowners Association, Inc. is hereby amended to include

CLERK
SARASOTA COUNTY
JUN 30 9 33 AM '80

FILED - SARASOTA COUNTY

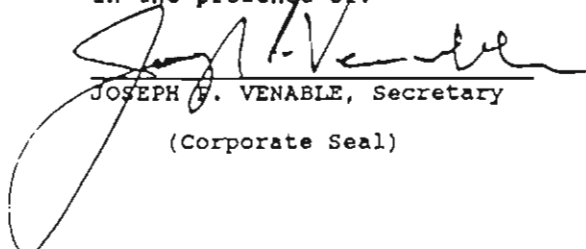
the attachment hereto for incorporation therein by reference as Exhibit "1" Amendment to the Articles of Incorporation to include provision and reference for Longwood Villas Unit Five.

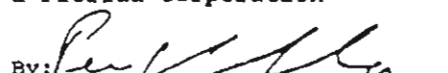
5. EFFECT OF SIXTH AMENDMENT. Except as the Declaration is amended by this Sixth Amendment, the Declaration, First, Second, Third, Fourth, and Fifth Amendments thereto, as originally recorded shall remain in full force and effect, binding upon the Developer, its successors and assigns, and all persons having any right, title, or interest in or to the property subject to said Declaration and First, Second, Third, Fourth, and Fifth Amendments thereto and shall constitute covenants running with the land described within Exhibit "A" attached hereto constituting Longwood Villas Unit Five.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Sixth Amendment to Declaration this 27th day of June, 1990,

Signed, sealed, and delivered in the presence of:

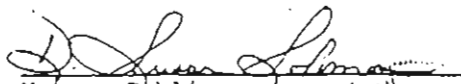
RIVOLTA DEVELOPMENT, INC.,
a Florida Corporation


JOSEPH P. VENABLE, Secretary
(Corporate Seal)

By: 
PIERO RIVOLTA, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of June, 1990, by PIERO RIVOLTA and JOSEPH P. VENABLE as President and Secretary respectively, of Rivolta Development, Inc., a Florida corporation.


Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES: NOV. 12, 1991
SARASOTA COUNTY, FL
JUN 27 9 23 AM '90

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OFFICIAL RECORDS PAGE 63

EXHIBIT "A"
TO SIXTH AMENDMENT TO DECLARATION
OF LONGWOOD VILLAS UNIT ONE

OFFICIAL RECORDS **
BOOK 2231 PAGE 64

DESCRIPTION

A tract of land lying in the Southeast 1/4 of Section 3, Township 36 South, Range 18 East, Sarasota County, Florida described as follows:

Begin at the Westerlymost corner of the Plat of Longwood Villas, Unit 3 recorded in Plat Book 32, Pages 26 through 268 of the Public Records of Sarasota County, Florida, said point marked by a concrete monument stamped LB #124 and being on the Northeastly right-of-way line of the 52 foot wide drainage right-of-way recorded in O.R. Book 361, Page 103 of the Public Records of Sarasota County, Florida; thence N-40°-04'-14"-W along the Northeastly right-of-way line of said drainage right-of-way a distance of 261.70 feet; thence N-36°-25'-19"-W along the Northeastly right-of-way line of said drainage right-of-way a distance of 892.34 feet to the Southerly line of additional right-of-way for DeSoto Road as recorded in O.R. Book 1872, Page 1857 of said Public Records; thence S-89°-05'-35"-E along said Southerly right-of-way line a distance of 775.69 feet to the Westerly line of the Plat of Longwood Villas, Unit Two as recorded in Plat Book 31, Pages 43 through 43B of said Public Records; (the following fourteen courses shall be along the boundary of said Longwood Villas, Unit Two); thence S-00°-04'-25"-W a distance of 157.96 feet; thence S-67°-02'-50"-W a distance of 60.92 feet; thence S-22°-57'-10"-E a distance of 33.00 feet; thence S-67°-02'-50"-W a distance of 1.53 feet to the PC of a curve to the left having a central angle of 77°-12'-33" and a radius of 25.00 feet; thence Southerly along the arc of said curve a distance of 33.69 feet to the PRC of a curve to the right having a central angle of 10°-59'-13" and a radius of 150.00 feet; thence Southerly along the arc of said curve a distance of 28.76 feet; thence S-00°-49'-30"-W a distance of 66.05 feet to the PC of a curve to the left having a central angle of 21°-36'-00" and a radius of 250.00 feet; thence Southeastly along the arc of said curve a distance of 94.25 feet; thence S-20°-48'-30"-E a distance of 29.06 feet to the PC of a curve to the left having a central angle of 84°-27'-53" and a radius of 25.00 feet; thence Southeastly along the arc of said curve a distance of 36.86 feet to the PRC of a curve to the right having a central angle of 19°-14'-28" and a radius of 110 feet; thence Northwestly along the arc of said curve a distance of 53.73 feet; thence S-04°-00'-03"-W on a radial bearing a distance of 35.00 feet to the PC of a curve to the left of which the radius point lies N-04°-00'-03"-E having a central angle of 10°-58'-27" and a radius of 444.00 feet; thence Easterly along the arc of said curve a distance of 84.44 feet to the PRC of a curve to the right having a central angle of 09°-28'-04" and a radius of 375.00 feet; thence Easterly along the arc of said curve a distance of 61.97 feet to the intersection with the Westerly line of the Plat of Longwood Villas, Unit One, recorded in Plat Book 30, Pages 28 through 29A of said Public Records; thence S-10°-42'-20"-W along the Westerly line of said Plat of Longwood Villas, Unit One a distance of 145.03 feet to the intersection of a Westerly line of Longwood Villas, Unit Three recorded in Plat Book 32, Pages 26 through 26B of said Public Records; thence S-41°-05'-46"-W along the Westerly line of said Longwood Villas, Unit Three a distance of 331.93 feet to the POINT OF BEGINNING. Containing 9.608 acres.

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JUL 31 9 23 AM '90
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

JOINDER OF ASSOCIATION

LONGWOOD RUN COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Sixth Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Villas Unit One as the same shall now be applied to and constitute a covenant running with the title to the lands comprising Longwood Villas Unit Five, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

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OFFICIAL RECORDS
JUN 27 1990
PAGE 66

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 27th day of June, 1990.

Signed, sealed, and delivered
in the presence of:

LONGWOOD RUN COMMUNITY
ASSOCIATION, INC., A Florida
Corporation Not for Profit

Beverly Maguire
Laura Solano

By: Piero Rivolta
PIERO RIVOLTA, President

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared PIERO RIVOLTA, well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned in his capacity as President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 27th day of June, 1990.

D. Solano
Notary Public
My Commission Expires
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 12, 1991
BONDED THRU NOTARY PUBLIC UNDERLETTERS
JUN 27 1990
FILED FOR RECORD

JOINDER OF ASSOCIATION

OFFICIAL RECORDS **
BOOK 1151 PAGE 06

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Sixth Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Villas Unit One as the same shall now be applied to and constitute a covenant running with the title to the lands comprising Longwood Villas Unit Five, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 27th day of June, 1990.

Signed, sealed, and delivered in the presence of:

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation

Beverly Maguire
Susan Solina

By: Piero Rivolta
PIERO RIVOLTA, President

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared PIERO RIVOLTA, well known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for and on behalf of the corporation for the purposes above mentioned in his capacity as President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 27th day of June, 1990.

D. Susan Solina
Notary Public
My Commission Expires: Jun 32 9 29 AM '90
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 21, 1991
BONHOLD THOU NOTARY PUBLIC UNDERWRITER

FILED FOR RECORD

RECORDED IN OFFICIAL RECORDS
August 2 19 90
AT 2:11 P M
WARREN E. PUGH, CLERK
SARASOTA COUNTY
FLORIDA

AMENDMENT TO ARTICLES OF INCORPORATION OF
LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, Section 617.017 and 617.018, we, the undersigned officers hereby adopt the following Articles of Amendment for Longwood Villas of Sarasota Homeowners Association, Inc. as follows:

1. AMENDMENT OF ARTICLE IV, FIRST PARAGRAPH THEREOF. Article IV, first paragraph thereof, last 4 lines thereof, are amended hereby to read, "Declaration covering the LONGWOOD VILLAS UNITS ONE, TWO, THREE, FOUR, and FIVE, and to promote the health, safety, and welfare of the residents of the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and, in furtherance of these purposes, to:...."

We hereby certify that pursuant to Article X of the Articles of Incorporation of Longwood Villas of Sarasota Homeowners Association, Inc., notice of the subject matter of the within amendment was included in notice of meeting at which the proposed amendment was duly considered and that a resolution approving the proposed amendment was proposed by the Board of Directors of the Association and that Directors and members present in person and by proxy at the meeting to consider the amendment, having been held the _____ day of _____, 1990, did so adopt the amendment within to Article IV, first paragraph thereof, last 4 lines thereof, by not less than 66.6% of the entire membership of the Board of Directors and by not less than 66.6% of the votes of the membership of the Association voting in person or by proxy.

We further certify that the within amendment is not in conflict within the Declaration of Protective Covenants, Conditions, and Restrictions for Longwood Run or the laws of the State of Florida.

IN WITNESS WHEREOF, we, the undersigned, for and on behalf of the corporation, have executed this Article of Amendment this _____ day of _____, 1990.

LONGWOOD VILLAS OF SARASOTA
HOMEOWNERS ASSOCIATION, INC.

ATTEST: _____
Secretary

By: _____
President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me _____ and _____ as President and Secretary, respectively, of Longwood Villas of Sarasota Homeowners Association, Inc. this _____ day of _____, 1990.

| | |
|--------------------------------|-----|
| RECORDED IN OFFICIAL RECORDS | |
| <i>August 2</i> , 19 <i>90</i> | |
| AT _____ | P M |
| KAREN E. RUSHING, CLERK | |
| SARASOTA COUNTY | |
| FLORIDA | |

Notary Public
My Commission Expires:

OFFICIAL RECORDS **
PAGE 67

NEED FOR RECORD

Jul 32 9 24 AM '90
CLERK OF COUNTY OF SARASOTA

90080951

LONGWOOD VILLAS UNIT FIVE
CERTIFICATE OF CONSENT TO PLAT AND DEDICATION
BY MORTGAGE HOLDER, CONSENT TO DEDICATION

STATE OF FLORIDA
COUNTY OF MANATEE

OFFICIAL RECORDS
BOOK 2231 PAGE 68

BARNETT BANK OF MANATEE COUNTY, N.A., a National Banking Association organized under the laws of the United States, holder of mortgage dated March 5, 1984 and recorded in Official Record Book 1664 at Page 0229; Receipt for Future Advance dated July 27, 1984 and recorded in Official Record Book 1704 at Page 0532; and Receipt for Future Advance and Modification of Mortgage dated September 11, 1984 and recorded in Official Record Book 1714 at Page 1631; UCC Financing Statement recorded in Official Record Book 1714, Page 1637; Mortgage Modification Agreement dated September 11, 1986 and recorded in Official Record Book 1906, Page 1097; Receipt for Future Advance dated December 1, 1986 and recorded in Official Record Book 1922, Page 0832; Mortgage Modification Agreement dated September 11, 1986 and recorded in Official Record Book 1906, Page 1091, all the foregoing consolidated and extended by Agreement dated December 15, 1986 and recorded in Official Record Book 1922, Page 0834, et seq., Public Records of Sarasota County, Florida. Additionally, subject to mortgage held by Barnett Bank of Manatee County, N.A., dated January 8, 1988 and filed for record at O.R. Book 2001, Pages 2688, et seq., and UCC-1 filed at O.R. Book 2001, Pages 2696, et seq., all the foregoing being further modified by Modification Agreement dated July 28, 1988, and being recorded at O.R. Book 2051, Pages 0710, et seq., and by Modification Agreement dated November 3, 1988 and being recorded at O.R. Book 2075, Pages 2487, et seq., and by Modification Agreement dated December 30, 1988 and being recorded at O.R. Book 2097, Pages 2596, et seq., and by Modification Agreement dated November 30, 1989 and being recorded at O.R. Book 2176, Pages 2392, et seq., and by Modification Agreement dated December 12, 1989 and being recorded at O.R. Book 2176, Pages 2612, et seq., all the foregoing of the Public Records of Sarasota County, Florida, does hereby ratify, approve, confirm, and consent to the proposed Plat of LONGWOOD VILLAS UNIT FIVE and the dedication certificate thereon; and does further consent to the Declaration for Longwood Villas Unit One previously filed for record at O.R. Book 1792, Pages 2823, et seq., as subsequently amended, including the Sixth Amendment to Declaration of Longwood Villas Unit One recorded at O.R. Book 2231, Pages 0059, et seq., Public Records of Sarasota County, Florida.

IN WITNESS WHEREOF, the undersigned Association has caused these presents to be executed by its Sr. Vice President and attested by its Assistant Vice President this 25th day of July, 1990.

BARNETT BANK OF MANATEE COUNTY, N.A.
By Quetta L. Cairns
Senior Vice President

ATTEST: [Signature]
Assistant Vice President

FILED FOR RECORD
JUL 32
1990

BEFORE ME, the undersigned Notary Public, personally appeared Quetta L. Cairns as Senior Vice President and Stephen J. Putnam as Assistant Vice President of BARNETT BANK OF MANATEE COUNTY, N.A., a National Banking Association, to me known to be the individuals described in and who executed the foregoing Consent to Dedication, and they each duly acknowledged before me that they executed the same, as such officers, for and on behalf of said Association.

WITNESS my hand and official seal at Manatee County, Florida this 25th day of July, 1990.

[Signature]
Notary Public
My Commission Expires: Dec 31 1993

OFFICIAL RECORDS
Book 2231 - 90
2:11 P M
WARRANTING CLERK
MANATEE COUNTY
FLORIDA

✓
051

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
CHAD M. MCCLLENATHEN, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

OFFICIAL RECORDS
INSTRUMENT # 1998105441 27 PGS



**CERTIFICATE OF AMENDMENT
TO
DECLARATION
OF
LONGWOOD VILLAS UNIT ONE**

Longwood Villas of Sarasota Homeowners Association, Inc., a Florida not for profit corporation organized and existing to operate the Longwood Villas Unit One subdivision community, per Declaration thereof as recorded in O.R. Book 1792, page 2823, et seq., Public Records of Sarasota County, Florida, as amended, hereby certify that the following amendment to the Declaration was approved in writing by the owners of not less than seventy-five percent of the lots in the community, which consents are attached hereto and incorporated herein. The undersigned further certify that the amendment was proposed and adopted in accordance with the subdivision documentation, and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

...

ARTICLE XIX

BUILDING RESTRICTIONS

Section 1. Land Use, Building Type and Architectural Control:

...

No Villa Owner may lease less than an entire Villa nor lease an entire Villa for less than ~~thirty (30)~~ six (6) months, so that the high quality of LONGWOOD VILLAS UNIT ONE shall be maintained and shall not become a lodging facility for transients.

...

(All other Declaration provisions shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 12 day of July, 1998, at Sarasota, Sarasota County, Florida.

**LONGWOOD VILLAS OF SARASOTA
HOMEOWNERS ASSOCIATION, INC.**

Beverly Eckert
Witness Signature

Beverly Eckert
Printed Name

Eleanor Lindquist
Witness Signature

Eleanor Lindquist
Printed Name

BY: Mike Kupczyk
Mike Kupczyk, President

Lisa B. Delfin
LISA B. DELFIN, Secretary

1998 AUG 07 11:30 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1998105441 27 PGS

The foregoing instrument was acknowledged before me this 12th day of June, 1998 by Mike Kupczyk, as President and LISA B. DELFIN, as Secretary of LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

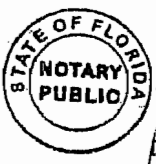
Dana M. Wyar

Notary Public

Printed Name _____

State of Florida _____

My Commission Expires _____



DANA M. WYAR
My Comm Exp. 3/30/00
Bonded By Service Ins
No. CC534773

Personally Known Other I.D.

2013 JUL 03 09:46 AM

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#1639628

3

✓

Prepared by and return to:
Leah K. Bolea, Esq.
The Law Offices of Kevin T. Wells, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)



CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGWOOD VILLAS
UNITS 1, 2, 3, 4 AND 5**

We hereby certify that the attached amendments to the Declaration of Covenants and Restrictions for **LONGWOOD VILLAS, UNITS 1, 2, 3, 4 and 5** were approved and adopted at the annual membership meeting of **LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC.** (herein, the "Association") held on April 17, 2013 and reconvened on May 15, 2013, by the written consent of seventy-five percent (75%) or more of the Lots as required by Article XI, Section 3 of the Declaration.

The Declaration of Covenants and Restrictions is originally recorded at Official Records Book 1792, Page 2823 et seq. of the Public Records of Sarasota County, Florida. The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 25 day of June, 2013.

Signed, sealed and delivered
in the presence of:

LONGWOOD VILLAS OF SARASOTA
HOMEOWNERS ASSOCIATION, INC.

Sign [Signature]

Sign: [Signature]
Bruce Bell, President

Print Tracy Hecht

Sign [Signature]

Print Sarah Aiken

Sign [Signature]

ATTEST:

Sign: [Signature]
Rao Raghavendra, Secretary

Print Tracy Hecht

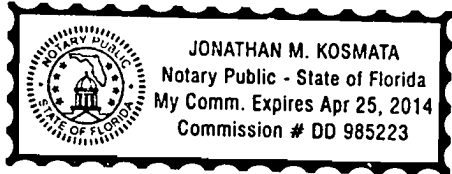
Sign [Signature]

[Corporate Seal]

Print Sarah Aiken

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was sworn to and subscribed before me this 25 day of June, 2013, by Bruce Bell as President of **LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced FDL B400061300470 as identification.

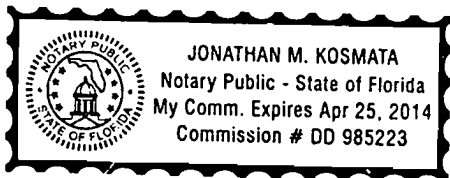


NOTARY PUBLIC

Sign Jonathan M. Kosmata
Print Jonathan M. Kosmata
State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was sworn to and subscribed before me this 25 day of June, 2013, by Rao Raghavendra as Secretary of **LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Sign Jonathan M. Kosmata
Print Jonathan Kosmata
State of Florida at Large (Seal)
My Commission expires:

AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGWOOD VILLAS UNITS 1, 2, 3, 4 AND 5

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 9. ~~Subordination of the Lien to Mortgages. Priority of Lien.~~ Except as otherwise provided in Section 720.3085, *Florida Statutes*, the assessment lien against each Lot of the assessments provided for herein shall be subordinate and inferior only to tax liens and special assessments levied by Sarasota County, Florida and other governmental bodies and to the lien of any first mortgage upon such Lot given to an Institutional Mortgagee prior to the recording of a claim of lien; ~~securing an indebtedness which is amortized for monthly or quarter annual payments over a period of not less than ten (10) years and shall be subordinate to any mortgage held or insured by any Institutional Mortgages regardless of the period of amortization. The sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.~~

RETURN TO:
✓ HOWARD FINKEL, PRESIDENT
LONGWOOD VILLAS OF SARASOTA HOA
4869 TIVOLI LN
SARASOTA, FL 34235

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2016077654 4 PG(S)
June 22, 2016 01:13:16 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS AND BYLAWS OF LONGWOOD VILLAS UNITS 1, 2, 3, 4 AND 5

We hereby certify that the attached amendments to the Declaration of Covenants and Restrictions for LONGWOOD VILLAS, UNITS 1, 2, 3, 4 and 5 and the Bylaws of LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC. were approved and adopted at the annual membership meeting of the Association (herein, the "Association") held on April 20, 2016, by the written consent of seventy-five percent (75%) or more of the Lots as required by Article XI, Section 3 of the Declaration and by a vote of a majority of a quorum of members present in person or by proxy as required by Article XIII Section 1 of the Bylaws.

The Declaration of Covenants and Restrictions and the Bylaws is originally recorded at Official Records Book 1792, Page 2823 et seq. of the Public Records of Sarasota County, Florida. The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 20th day of June, 2016.

Signed, sealed and delivered in the presence of:

LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

Sign [Signature]
Print Alberson Denis
Sign [Signature]
Print Gabriela M. Marillo

Sign: [Signature]
Howard Finkel, President

Sign [Signature]
Print Alberson Denis
Sign [Signature]
Print Gabriela M. Marillo

ATTEST:
Sign: [Signature]
Char Peterson, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was sworn to and subscribed before me this 20th day of June, 2016, by Howard Finkel as President of LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Sign Divna Kurtovic

Print DIVNA KURTOVIC
State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was sworn to and subscribed before me this 20th day of June, 2016, by Char Peterson as Secretary of LONGWOOD VILLAS OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced FL DL as identification.



NOTARY PUBLIC

Sign Divna Kurtovic

Print DIVNA KURTOVIC
State of Florida at Large (Seal)
My Commission expires:

AMENDMENT

**DECLARATION OF COVENANTS AND RESTRICTIONS OF LONGWOOD VILLAS
UNITS 1, 2, 3, 4 AND 5**

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer ~~Association~~, for each Lot owned within LONGWOOD VILLAS UNIT ONE, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon from the due date at the rate of eighteen percent (18%) per annum, and costs of collection thereof (including reasonable attorneys' fees) shall be a charge on the Lot and shall be a continuing lien upon the Villa(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. Except as otherwise provided in Article V, an Owner is jointly and severally liable with the previous Owner for all unpaid amounts that came due up to the time of transfer of title regardless of how title is acquired. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.