

AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CIPRIANI AT VENETIAN GOLF AND RIVER CLUB

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

Article VI: Rights and Obligations of the Neighborhood Association

6.1.6 The Neighborhood Association shall care for and maintain all grass and landscaping located on the Lots and to the extent as provided in this Declaration, it being the intent of this Declaration to provide for a common appearance and quality of the grass and landscaping within the Neighborhood (as used in this sentence, the term “maintain” shall include, but shall not be limited to, all mowing, edging, blowing, weeding, fertilizing, spraying with insecticides, trimming and pruning of hedges and trees, hedge and tree replacement, and sod replacement).

Upon the recording of the Plat, the Developer shall promulgate a base standard for landscaping on each Lot (which standard may consist of one or more different landscaping packages). A Homeowner shall be required, in connection with the purchase of their Lot, to select one of such landscaping packages. All maintenance of the landscaping installed under one of these landscaping packages shall be undertaken by the Neighborhood Association, and the costs for such maintenance activities shall be a Common Expense. In the event a Homeowner elects to install additional landscaping on the Lot (“Supplemental Lot Landscaping,” which shall be separate and distinct from landscaping contained within the Surrounding Landscaping Area as defined and described hereinafter), which installation shall only occur with the prior written approval of (1) the ACC and (2) the Board of Directors of the Neighborhood Association (so as to ensure proper allocation of costs between the Homeowners), the maintenance of such Supplemental Lot Landscaping shall be undertaken by the Neighborhood Association, and the costs of such maintenance shall be charged to the Homeowner as a Supplemental Lot Landscaping Assessment. The Board of Directors of the Neighborhood Association shall have authority to permanently remove or replace any landscaping it installed upon a Lot or installed pursuant to an original landscaping package when it determines that replacement or removal is necessary to protect persons or property or when it determines that such landscaping is an unreasonable maintenance or financial burden for the Association. Replacement by the Association need not be with a like kind species. Removal or replacement by the Association shall comply with any and all applicable ACC requirements.

Prepared by and Return to:
Jeremy V. Anderson, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)


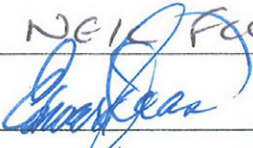
CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CIPRIANI AT VENETIAN GOLF & RIVER CLUB
PROPERTY OWNERS ASSOCIATION, INC.**

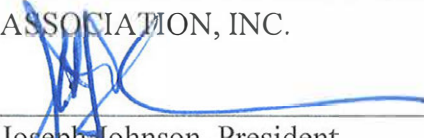
We hereby certify that the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Cipriani at Venetian Golf & River Club (herein, the Declaration") which Declaration is originally recorded at Instrument #2005144499 of the Public Records of Sarasota County, Florida, was approved and adopted at the Annual Meeting of the Association Membership held on January 26, 2011 and reconvened on April 14, 2011, by the affirmative vote of not less than two-thirds (2/3) of the total voting interests of the Association, as required by Article 13.2 of the Declaration of Covenants, Conditions and Restrictions.

DATED this 5 day of MAY, 2011.

Signed, sealed and delivered
in the presence of:

sign: 
print: NEIL FLEET
sign: 
print: Edward G. Gleason

CIPRIANI AT VENETIAN GOLF &
RIVER CLUB PROPERTY OWNERS
ASSOCIATION, INC.

By: 
Joseph Johnson, President

Signed, sealed and delivered
in the presence of:

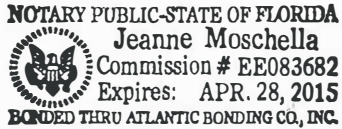
sign: 
print: NEIL FLEET
sign: 
print: Edward G. Gleason

By: 
Jerry Jones, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5 day of MAY, 2011, by Joseph Johnson as President of Cipriani at Venetian Golf & River Club Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

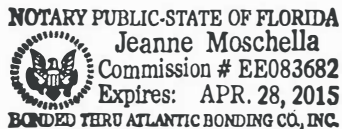
Jeanne Moschella

print

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

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5 day of MAY, 2011, by Jerry Jones as Secretary of Cipriani at Venetian Golf & River Club Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

Jeanne Moschella

print

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