



Prepared by and Return to:  
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Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
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**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STONEBROOK AT VENICE**

We hereby certify that the attached Amended and Restated Declaration Of Covenants, Conditions and Restrictions for Stoneybrook At Venice (which Master Declaration of Covenants, Conditions and Restrictions was originally recorded at Instrument # 2004147927, of the Public Records of Sarasota County, Florida), was approved and adopted at the Annual Membership Meeting of Stoneybrook At Venice Community Association, Inc., held on March 21, 2018 by the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the members present and voting in person or by proxy, as required for adoption by Section 19.5 of the Master Declaration of Covenants, Conditions and Restrictions.

DATED this 9<sup>th</sup> day of April, 2018.

Signed, sealed and delivered  
in the presence of:

sign: Hepe Rest  
print: Hepe Rest

sign: Lisa M. Martin  
print: Lisa M. Martin

Signed, sealed and delivered  
in the presence of:

sign: Lisa M. Martin  
print: Lisa M. Martin

sign: [Signature]  
print: Rick Porto Jr

STONEBROOK AT VENICE  
COMMUNITY ASSOCIATION, INC.

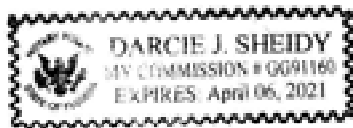
By: Barbara Brennan  
Barbara Brennan, President

By: Gary Compton  
Gary Compton, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2018, by Barbara Brennan, President of Stoneybrook At Venice Community Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

sign Darcie J. Sheidy

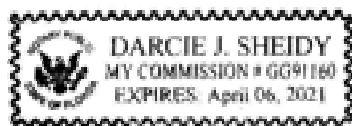
print Darcie J. Sheidy

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2018, by Gary Compton, Secretary of Stoneybrook At Venice Community Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

sign Darcie J. Sheidy

print Darcie J. Sheidy

State of Florida at Large (Seal)

My Commission expires:

Prepared by and return to:  
Leah E. Ellington, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR STONEYBROOK AT VENICE**

**ARTICLE 1.  
PROPERTY BOUND AND COVENANTS RUNNING WITH THE LAND**

**1.1 PROPERTY BOUND.** That certain property in the County of Sarasota, State of Florida, which property is more particularly described in Exhibit "A" attached hereto has been developed as Stoneybrook at Venice, Units 1, 2, 3, 4, and 5.

**1.2 COVENANTS RUNNING WITH THE LAND.** All the covenants, conditions, and restrictions contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding upon all Owners as hereinafter defined and all parties having any right, title, or interest in the property described in Exhibit "A," and their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, and shall inure to the benefit of each Owner thereof.

**ARTICLE 2.  
DEFINITIONS**

For all purposes, the terms used in this Declaration of Covenants, Conditions, and Restrictions (herein "the Declaration"), the Articles of Incorporation of the Association, and the Association Bylaws shall have the meanings stated in the Florida Homeowners' Association Act (Section 720, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout these documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner.

**2.1 "ARCHITECTURAL REVIEW COMMITTEE" or "ARC"** means the Architectural Review Committee as established and empowered in this Declaration.

**2.2 "ARTICLES OF INCORPORATION"** means the Articles of Incorporation of the Association, which are attached hereto as Exhibit "B."

**2.3 "ASSESSMENT"** means a share of the funds required for the payment of the expenses of the Association which from time to time is assessed against any Owner, including without limitation annual assessments and special assessments, as authorized by this Declaration, and does not mean a non-ad valorem special assessment (by any name) which may be levied and imposed on property by a general purpose or special purpose local government.

**2.4 "ASSOCIATION"** means Stoneybrook at Venice Community Association, Inc., a Florida corporation not for profit, which has its principal place of business in Sarasota County, Florida, and its successors and assigns.

**2.5 "BOARD"** means the Board of Directors of Stoneybrook at Venice Community Association, Inc.

**2.6 "BYLAWS"** means the Bylaws of the Association, which are attached hereto as Exhibit "C."

**2.7 "BUILDER"** means any party, other than an Owner, constructing a residential or commercial Unit on a Lot or Tract owned by such party.

**2.8 "CDD"** means and refers to any Community Development District, as created and defined in Chapter 190, Florida Statutes, established by county ordinance or state rule for the purpose of administrating, maintaining and operating systems, facilities and services for the property in the Community. Pursuant to Chapter 190, Florida Statutes, Stoneybrook at Venice Community Development District, (the "CDD"), has been established and other CDDs may be created by law and/or may be established on the property by county ordinance or state rule, to own, operate, administer and maintain certain parts of the infrastructure of the Community as further described in this Declaration.

**2.9 "CDD PROPERTY"** means any and all real property and improvements which the CDD now or hereafter either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD. The term "CDD Property" shall include systems, facilities and services which the CDD may acquire, construct, maintain and finance over the years (which constitute projects or infrastructure improvements) which may or may not be owned by the CDD.

**2.10 "DOCC"** means Development of Critical Concern (DOCC). Stoneybrook at Venice is a Development of Critical Concern (DOCC), as defined under Sarasota County Code Section 94-221, adopted by the Board of Sarasota County Commissioners on September 25, 1989, County Ordinance No. 89-977, Section 1, as amended from time to time.

**2.11 "COMMON AREAS"** means the real and personal property maintained by the Association (other than Lots, if any are so maintained), whether or not owned by or dedicated to it, for the general benefit of the Members and The Lands. However, property owned by the CDD, the County or any other governmental or quasi-governmental entity shall not be deemed a Common Area, notwithstanding any common usage thereof by the Members. The initial Common Areas are described within Exhibit "A" attached hereto and made a part hereof. The Common Areas consist of the portions of The Lands within the following categories:

A. **"Exclusive Common Areas"** means those Common Areas which are for the exclusive use and/or benefit of one or more, but not all, Owners, whether or not owned by the Association.

B. **"General Common Areas"** means those Common Areas owned by the Association which are for the general use and/or benefit of all of the Members.

C. **"Maintenance Common Areas"** means property primarily within or without The Lands which is not owned by the Association but is nevertheless to be maintained or administered by it pursuant to an easement, license or agreement with the CDD, the County or any other person or entity, which maintenance/administration affords benefits to the Members.

**2.12 "COMMUNITY"** means all real property comprising Stoneybrook at Venice, and the improvements thereon.

**2.13 "CONSERVATION AREA OR CONSERVATION EASEMENT AREA"** means any on-site wetland preserve areas, the upland buffers around each wetland, the upland preservation areas and the wetland mitigation areas within the Community as described in the subdivision plats for Stoneybrook at Venice, as recorded in the Public Records of Sarasota County, Florida.

**2.14 "COUNTY" or "THE COUNTY"** means Sarasota County, Florida.

**2.15 "DECLARATION"** shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Stoneybrook at Venice, as so recorded in the Public Records of Sarasota County, Florida, and as it may be amended or supplemented from time to time.

**2.16 "GOVERNING DOCUMENTS"** means this Declaration, and the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association if any are so promulgated. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein.

**2.17 "INSTITUTIONAL MORTGAGEE"** means:

A. a lending institution having a first mortgage lien upon a Lot, Parcel or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company, or

B. a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loan (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

**2.18 "THE LANDS"** means the land described in Exhibit "A" to this Declaration, as it may be amended from time to time.

**2.19 "LOT"** shall mean and refer to any Lot on any plat of all or a portion of The Lands, which plat is designated hereby or by any other recorded instrument to be subject to these covenants and restrictions; any Lot shown upon any re-subdivision of any such plat; provided, however, that no portion of any Community System shall be deemed to be part of a Lot.

**2.20 "MEMBER"** means any or all of those persons who are entitled to membership in the Association, as provided in the Governing Documents.

**2.21 "STONEBROOK AT VENICE"** is the name of the Community.

**2.22 "UNIT" OR "LIVING UNIT"** means any residential structure located within the Community and intended for occupancy by one family or household. The use of the term "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located.

**2.23 "OWNER"** means the record Owner of legal title to any Lot situated upon The Lands.

**2.24 "PARCEL"** means any and all portions of the Community which are currently unplatted.

**2.25 "RULES AND REGULATIONS"** means the administrative regulations governing use of the Common Areas and procedures for administering the Association, as adopted, and amended from time to time by resolution of the Board of Directors.

**2.26 "SWFWMD"** means the Southwest Florida Water Management District.

**2.27 "SERVICE ASSESSMENT"** means a charge by the Association against one or more Lots or Units for any service, material or combination thereof which may be provided by the Association for the use and benefit of the Owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Association on behalf of the Owners accepting or receiving such material or service shall be a service assessment against the Lots or Units so benefited. An Owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service. As a condition precedent to the Owner subscribing to, requesting, or accepting the material or service, the Association must have agreed to perform these service(s). The Owner may not unilaterally subscribe or request the material or service.

**2.28 "STRUCTURE"** means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof." The term includes, without limitation, all Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards attached to the house, skateboard ramps, swing sets or other play equipment, storage sheds, guard house(s) and entry monuments.

**2.29 "STORMWATER MANAGEMENT SYSTEM"** means all retention areas, drainage areas, lakes, ponds, swales, wetlands, culverts, inlets, and outfalls used in connection with the retention, drainage, and control of stormwater within the Subdivision, together with all drainage control devices, facilities, and apparatus used in connection therewith, all waters contained therein, and all easements therefor as may exist by virtue of this Declaration or other recorded instrument or plat.

**2.30 "TRACT"** means a portion of The Lands which may contain Lots and which is under development by a Builder.

**2.31 "VOTING INTERESTS"** means the voting rights distributed to the Members, pursuant to the Governing Documents.

### **ARTICLE 3. DEVELOPMENT PLAN**

**3.1 GENERAL DEVELOPMENT PLAN.** The Community is a Planned Unit Development ("PUD"), which includes certain common recreation facilities. The Community may be expanded by adding additional property to this Declaration. Although the roads, streets and road right-of-ways within the Community may be dedicated to the County, the Association may be responsible for providing landscape maintenance and for providing all landscape enhancements and betterments to any landscape areas within the road right-of-ways. The Association may establish a separate subsidiary utility corporation which will own all the

water in the lakes, well sites and flow lines and the Association will provide irrigation water to the Lots and Tracts. The Association has the right, but not the obligation in its sole and unbridled discretion, to further expand the Community by adding additional land, or Units, or Lots, or Recreational Amenities or memberships that are compatible with the overall Community. The Association shall retain an easement by reservation in perpetuity over, through and across any community park to provide landscape maintenance, repair and replacements, including providing landscape enhancements to any community park as deemed reasonably desirable by the Association.

**3.2 LEGAL DESCRIPTION.** The real property which, initially is and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County and is more particularly described in Exhibit "A" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Lands." Said Exhibit "A" may not necessarily describe all Common Areas to the extent any of same are maintenance Common Areas.

#### **ARTICLE 4. THE ASSOCIATION'S PURPOSES AND POWERS**

**4.1 ASSOCIATION'S PURPOSE.** The primary purposes of the Association are to hold title to, operate and maintain the Common Areas of Stoneybrook at Venice; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Association shall operate, insure, maintain and repair all property and related improvements designated as Common Areas, regardless of whether legal right to that property has been formally conveyed to the Association.

**4.2 GENERAL COMMON AREAS.** The Association may operate, maintain and hold record title to General Common Areas, as defined under Section 2.11 herein. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Common Areas consistent with the Governing Documents. General Common Areas shall include, but not be limited to, the Association's landscape easement and jurisdiction over roadway medians, buffer zones and walking trails. Use of General Common Areas shall be available to all Members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the General Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Units, subject to the provisions of Section 10.2.

**4.3 MANAGER.** The Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Association shall determine to be necessary or desirable.

**4.4 PERSONAL PROPERTY.** The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

**4.5 INSURANCE.** The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Article 12 below. The Association additionally shall cause all persons with access to Association funds to be insured or bonded with adequate fidelity insurance or bonds.

**4.6 EXPRESS AND IMPLIED POWERS,** The Association may exercise any rights, power or privilege given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

**4.7 ACTS OF THE ASSOCIATION.** Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Members. The officers and Directors of the Association have a fiduciary relationship to the Members. A Member does not have the authority to act for the Association by reason of being a Member.

**4.8 ARTICLES OF INCORPORATION.** The Articles of Incorporation of the Association are attached as Exhibit "B."

**4.9 BYLAWS.** The Bylaws of the Association shall be the Bylaws attached as Exhibit "C" as they may be amended from time to time.

**4.10 OFFICIAL RECORDS.** The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Association of a written request for access, in accordance with Sections 720.303(4) and (5) of the Florida Statutes, as amended from time to time.

**4.11 POLLING PLACES.** Accommodation may be made for the future use of building space within the Common Areas for the purposes of accommodating the function of an electoral polling place.

**4.12 TREATED EFFLUENT.** The Association may negotiate an agreement with Sarasota County for the use of treated sewage of effluent within the project for irrigation purposes throughout the subdivision, including all Common Areas, Lots, Tracts, and Units. The Association may negotiate with Sarasota County to provide full or partial on-site storage facilities, as required by the Florida Department of Environmental Protection consistent with the volume of treated wastewater to be utilized. All Owners within Stoneybrook at Venice, by

the act of purchasing a lot, are deemed to have irrevocably consented to the irrigation of the Common Areas and Lots with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. The cost of such treated effluent and all administrative, operational, maintenance and support costs related to it, may be expenses of the CDD, the Stoneybrook at Venice Community Association, Inc. or some other entity so designated by the Association.

**4.13 HIGH VOLTAGE WIRES.** High tension electrical power lines operated by Florida Power & Light "FP&L" may be located within the boundaries of Stoneybrook at Venice, or adjacent thereto. The high tension electric wires may discharge or emit Electromagnetic Fields ("EMF's") which may or may not present a health risk to Stoneybrook at Venice residents.

## **ARTICLE 5 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**5.1 MEMBERSHIP.** Every person or entity who is a record Owner of a fee interest in any Lot or Tract shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

**5.2 GENERAL MATTERS.** When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, Management Contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting whether present at the meeting in person or by proxy.

**5.3 EFFECT OF DISSOLUTION.** In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Stormwater Management System must be transferred to and accepted by an entity, which is approved by the Southwest Florida Water Management District and Sarasota County prior to such termination, dissolution or liquidation.

**5.4 ASSOCIATION RIGHTS AND EASEMENTS.** Except for Exclusive Common Areas and Maintenance Common Areas which are, by their definitions, restricted or limited in some fashion, as herein specified, Members in good standing and each Member's Permittee, have the non-exclusive right to use all other Common Areas (i.e., General) subject to:

A. The right of the Association, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by Members;

B. The right of the Association, by and through its Board of Directors, to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for Non-Owners than for Owners;

C. The right of the Association, by and through its Board of Directors, to suspend a Member's right to use Common Areas for the period during which any assessment or charge against the Member's Lot or Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Association's rules and regulations, as long as this done in accordance with the applicable statutes;

D. The right of the Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

E. The right of the Association, by and through its Board of Directors, to grant, modify, or vacate easements over, across or through the Common Areas, tracts, lots, or other property contained within Exhibit "A" as it is now or may be amended hereinafter;

F. The right of the Association, by and through its Board of Directors, to open the Common Areas for use by Non-Members of the Association, or Non-Owners;

G. The right of the Association, by and through its Board of Directors, with the prior assent of a two-thirds (2/3rds) of the voting interests, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

H. The right of the Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

I. The right of the Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events;

J. The right of the Association, by and through its Board of Directors, to regulate parking and traffic on the roads and streets, and road right-of-ways within the Community, including without limitation the use of access gates or speed bumps to the extent permissible by law;

K. The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Association;

L. The right of a CDD to exercise and enforce any and all powers granted by its general law charter created by the Legislature in Chapter 190, Florida Statutes;

M. The right of the Association to dedicate or transfer ownership or control of all or any part of the Common Areas to a CDD or any other governmental agency, public authority, or utility; and

N. The right of the Association to have, grant, and use general ("blanket") and specific easements over, under, and through Common Areas.

**5.5 MAINTENANCE OF COMMON AREAS.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas, and to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities and community systems, to the extent same have not been made Common Areas and except those Exclusive Common Areas to be maintained by Owners) situated on the Common Areas, if any, all such work to be done is ordered by the Board of Directors of the Association.

It is specifically contemplated (but not guaranteed) that the Association may enter into one (1) or more Agreements with the SWFWMD, County or both whereby the Association performs some or all of the maintenance of landscaping or other features within property owned by or dedicated to the SWFWMD or County. Accordingly, to the extent that such Agreement (which may be in the form of a Contract, Easement or other instrument) provides for such maintenance, then the areas to be so maintained shall be deemed Maintenance Common Areas hereunder so as to authorize such Agreement, the performance of maintenance duties pursuant thereto, and the imposition and expenditure of assessments necessary to fund such activities.

All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments imposed in accordance herewith.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

**5.6 DELEGATION OF USE RIGHTS IN COMMON AREAS.** Members, Permittees or Guests accompanied by a Member shall have the right to use the General Common Areas, but only to the extent provided in the Governing Documents. If the Association permits a Member to delegate his/her use rights in General Common Areas to his/her guests, then a fee may be imposed, which fee may be charged in an amount which is not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Association for the actions and debts to the Association of any person to whom the Member has delegated his right to use the Common Areas. The Member may not delegate the obligation to pay Association assessments. Upon the lease of a Lot or Unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in

which case the tenant shall have no such rights. If a Member delegates his privileges to a tenant residing in his Unit, the Member shall not be entitled to use of the facilities, except as a guest of another Member, during the period of the delegation.

**5.7 SEPARATION OF OWNERSHIP.** The ownership of a Lot, and the ownership of the Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot, Unit, Tract or Parcel hold membership in the Association.

## **ARTICLE 6 GENERAL COVENANTS AND USE RESTRICTIONS**

**6.1 DEVELOPMENT.** The Community may be used for those purposes provided in the Development Order.

**6.2 SUBDIVISION AND REGULATION OF LAND.** No Lot or Unit may be divided or subdivided without the express written consent of the Association. No Owner shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the governmental plans, land development regulation, development orders or development permits applicable to the Community, or to any Lot, Tract or Parcel, without the prior written approval of the Association

**6.3 SURFACE WATER MANAGEMENT SYSTEMS, LAKES, AND WET RETENTION PONDS.** The Association shall be responsible for maintenance of all surface water management systems, lakes, and water retention ponds in the Community. Adequate drainage rights-of-way or easements which are necessary to construct, operate and maintain all facilities which constitute the Community's permitted surface water management system, shall be shown on the Community's several final Subdivision Plats, or else incorporated therein by reference, as these Plats are gradually recorded in the Public Records of Sarasota County for different portions of the Community.

A. The development of the Lands is subject to the requirements of Environmental Resource Permits issued by SWFWMD. No Owner may construct or maintain any building, residence or structure (including docks), or undertake any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas or drainage easements described on the recorded Plats of the Community and in the Environmental Resource Permit from SWFWMD for the Community, unless prior written approval is received from the Board of Trustees, the Regulation Department of SWFWMD, and Sarasota County's Resource Protection office. Each Owner within the Community, at the time of construction of a building, residence or structure, shall ensure that those structures' construction plans comply with the plans for the Community's surface water management system as approved by and on file with SWFWMD. No Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of the Community's surface water

management system (including but not limited to lakes, ponds, swales, drainage ways and wet retention ponds or other areas intended for the accumulation of stormwater runoff) without the prior written approval of the Board and of SWFWMD. NO PERSON SHALL REMOVE LITTORAL ZONE VEGETATION FROM ANY STORMWATER MANAGEMENT SYSTEM. REMOVAL OF VEGETATION INCLUDES DREDGING, PULLING, CUTTING, APPLICATION OF HERBICIDES OR INTRODUCTION OF GRASS CARP.

B. No Owner or other person or entity shall unreasonably deny or prevent the Association, SWFWMD or a CDD access to water management areas for maintenance, repair, or landscaping purposes by the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

C. No Lot, Tract, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Board, SWFWMD, and Sarasota County's Resource Protection office. No person other than the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, kayaking, canoeing, swimming, or wading in such areas allowed.

D. All stormwater management systems, excluding those areas (if any) maintained by the County, will be the ultimate responsibility of the Association. The Association may enter any Lot, Tract, Parcel or Common Area and make whatever alterations, improvements or repairs that are deemed necessary to provide, maintain or restore proper surface water management. All of the stormwater management costs of these Association responsibilities shall be an expense of the Association.

**6.4 PRESERVATION AREA OR CONSERVATION EASEMENT AREA.** The Association shall be responsible for the maintenance and regulatory compliance of all common areas placed under the Community Association's jurisdiction, regardless of where located, in accordance with Rules, Regulations and Permit requirements set forth by the County and other permitting agencies, including SWFWMD and the US Army Corps of Engineers. Areas shall include any area dedicated on the Plat as a wetland. All on-site wetlands, upland buffers around each wetland, and wetland mitigation areas shall be maintained as preservation areas and shall be labeled as such on all plans for the Community. All upland conservation areas shall be maintained as conservation areas and shall be labeled as such on all plans for the Community. "Preservation" as used herein means the perpetual maintenance of habitats in their existing (or restored) native condition. "Conservation" as used herein means the wise use of native habitats other than those required to be preserved. All preservation and conservation areas, where practical, shall be recorded as separate tracts on the Community's Subdivision Plats, unless otherwise approved by Sarasota County's Resource Protection office.

**6.5 OPEN SPACE.** Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the Owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land except structures or improvements, which promote the use and enjoyment of the land for open space purposes, and, with respect to preservation areas or conservation areas, with the approval from Sarasota County's Resource Protection office.

**6.6 LAWNS, LANDSCAPING; IRRIGATION SYSTEMS.** Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their Owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas regardless of ownership of the underlying lands. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by the Development Order shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Lawns must be regularly cut and mulched areas regularly re-mulched. Maintenance, repair and replacement of the main irrigation line is the responsibility of the Association. The components of the irrigation system serving the Common Area, including but not limited to the tap into the main line, timers and switching devices shall be the responsibility of an entity so designated by the Association, whether public, private or otherwise. Each Owner of a Lot shall be required to tap into the irrigation system, and the cost of such tap will be at the expense of the Lot Owner, payable to the Association. The Association has the right, at its sole discretion to adopt a schedule of irrigation times and duration of irrigation, subject to intervention by the SWFWMD. A utility entity so designated may also be responsible for irrigation of certain highway medians not owned by it, and the cost may be a CDD expense if agreed to pursuant to its charter by the Board of Supervisors of the CDD in open public meeting. If irrigation services are available to a Lot or Tract within the Community, then, the utility entity so designated by the Association shall be deemed the exclusive provider of irrigated waters within the Community and, by active purchasing, all Owners within the Community are deemed to have irrevocably consented to irrigation of Common Areas and Lots with treated effluent emanating from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection or such other agency with jurisdiction. The cost of treated effluent and all administrative, operational, maintenance and support costs related to it shall be expenses either borne by the CDD if determined and agreed to by the Board of Supervisors of the CDD at a noticed and open public meeting or billed separately and borne by the individual Owner as billed and assessed periodically by the utility company.

**6.7 MAINTENANCE OF PREMISES.** Except for Conservation Areas and other areas designated by the Development Order to remain in a natural state, no high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Common Area, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot or Common Area. If an Owner permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days' notice by the Association, the Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner or Association for the cost of the corrections. Said charge, limit paid, shall be a lien against the offending Lot or Common Area. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in safe and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. Provisions under this Section are intended to obligate the Association to maintain all streets, roads and thoroughfares and other open areas within the subdivision.

**6.8 LITTER.** In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating. Curbside trash may be placed on curbside on the night before scheduled pickup.

**6.9 DRIVEWAYS AND PARKING AREAS.** Driveways and parking areas must be paved with concrete, paver blocks, or another surface area approved by the Association. Driveways must be kept clean and free from excessive oil, rust or other unsightly stains. Drip pans, carpet, cardboard, etc. may not be used to catch and absorb vehicle fluids.

**6.10 UNDERGROUND UTILITIES.** No lines or wires for communication or the transmission of current shall be constructed, or placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by the Association. No gas pipe, sewer pipe, drainage pipe, storage tank, or water pipe except county required backflow pipes with valves shall be installed or maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

**6.11 WATER SUPPLY; WELLS; WATER RIGHTS.** If dual water service is available to a Lot or Tract, the Lot or Tract must connect to the dual water lines. No Owner may install or operate a private well. The Association shall have the exclusive right to develop and utilize the ground and surface water resources of the Lands for any legal purpose, including the transport and use of such waters beyond the Lands, and the conveyance of any

Lot or Unit does not include the right to develop or utilize any ground water or sub-surface water resources within such Lot or Unit.

**6.12 TEMPORARY FACTORY-BUILT OR EXISTING STRUCTURES.** No structure of any kind of what is commonly known as "factory-built", "modular," or "mobile home" type construction shall be erected without the prior written permission of the Association. No tent, trailer or temporary structure other than those used by the Association for construction and sales activities shall be permitted unless its size, appearance and temporary location on the Lot have first been approved by the Architectural Review Committee. Notwithstanding anything to the contrary herein, a PODS container or other storage container substantially similar in size and appearance to a PODS container will be allowed to be kept on a Lot for a period of two (2) weeks per calendar year without prior Architectural Review Committee approval.

**6.13 ANTENNAS AND FLAGPOLES.** No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the Architectural Review Committee, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1946, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules, and that such rule would not unreasonably increase the cost of installation, maintenance or use of the antenna; or unreasonably delay or prevent the installation, maintenance or use of the antenna. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of HAM radios, CB base stations or other high-powered broadcasting equipment.

Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag in accordance with Section 720.304(2) of the Florida Statutes, as amended from time.

**6.14 TRUCKS, COMMERCIAL VEHICLES, RECREATIONAL VEHICLES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS, TRAILERS AND OTHER VEHICLES.**

A. **Motor Vehicles; Parking.** No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere on the property except on an individual driveway or within a garage. No street parking shall be permitted for any time duration in excess of four (4) hours. No Trucks, Commercial Vehicles, or other vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on Community property, unless fully enclosed within a garage. Boats, boat trailers, trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept within the Community unless fully enclosed within a garage. For the purpose of the foregoing sentence, the term "kept" shall mean present for not more than two (2) times per calendar month, either a period of six (6) consecutive hours or overnight. Car covers and motorcycle covers shall not be used unless fully enclosed within a garage.

B. **"Commercial Vehicles"** means any vehicle with commercial markings, signs, or displays and any vehicle that would not ordinarily be used as a passenger vehicle. Any vehicle with exposed tools, equipment, supplies, containers or products must be parked in the garage.

C. **"Trucks"** refers to vehicles such as and including tractor-trailers, semi-trailers, eighteen-wheelers, tow trucks, food service trucks, moving trucks, shuttle buses, buses, and ambulances, but does not refer to trucks which are non-commercial passenger vehicles such as and including pickup trucks, sport utility vehicle, and Jeeps.

D. **"Boats"** means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

E. **"Campers"** means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

F. **"Trailers"** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

G. **"Mobile Homes"** means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

H. **“Motorcycle”** means any motor vehicle on two or three wheels propelled by an engine of 2 horsepower or more and shall include “ATV’s”, motorscooters, motorcycles, and mopeds powered by engines of 2 horsepower or more.

I. **“Motor Homes” or “Recreational Vehicle”** means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

J. No vehicle shall remain on the premises for more than twenty-four (24) hours which is not currently licensed or cannot operate on its own power. As used in this Section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. A vehicle which has not been moved for seven (7) consecutive days shall be presumed to be unable to operate on its own power. Any Member of the Board, or any of the Board’s agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the Owner of the vehicle that it is considered to be in violation of the Association Rules and Regulations. The Owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the Owner cannot so demonstrate or if the Owner does not contact the Board, the vehicle may be towed at the Owner’s expense. The Board of Directors or the Association’s agent may tow a vehicle(s) improperly parked on Common Area property or one which is parked in a manner which creates a safety issue, as determined by the Board.

K. Vehicle maintenance is not permitted within the Community except in garages with the garage door closed. For purposes of this Section, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the exterior and interior of the vehicle, waxing and checking fluid levels is permissible. Emergency repairs to vehicles such as changing a flat tire are allowed.

**6.15 ARCHITECTURAL CONTROL.** No building or other structure or improvement or addition of any nature (including, but not limited to, fences, walls, swimming pools, screen enclosures, patios or patio extensions, hedges, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops attached to the house, swing sets or play apparatuses, decorative plaques or accessories, statues, benches and other site furniture, planters, birdhouses, other pet houses, mail and/or newspaper boxes, exterior lighting, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed, altered or relocated on any Lot or removed therefrom, until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the

materials as may be required by the Architectural Review Committee (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Architectural Review Committee and all necessary governmental permits are obtained.

Conversions of garages to living space or other uses are hereby prohibited, even though same are not readily apparent from the exteriors of applicable Units. Each building, wall, fence, or other structure or improvement of any nature, together with landscaping, shall be erected, placed, relocated, altered or removed only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole discretion of said Architectural Review Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that lights, flags and other decorations customary for holidays shall not require approval hereunder (but may be regulated as to quantity, nature and how long they may remain in place). No exterior colors on any structure shall be permitted that, in the judgment of the Architectural Review Committee, would be inharmonious, discordant or incongruous with the Community. The initial exterior color and design of structures shall be as approved by the Association, and any later changes must be approved by the Architectural Review Committee.

**6.16 SIGNS.** No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere within the Community, including in windows and on motor vehicles. The Board of Directors shall have the right to erect signs as the Association, in its discretion, deems appropriate. Notwithstanding the foregoing, the Association may, but shall not be obligated to, permit a member to display one (1) "For Sale" sign inside the one (1) window within a dwelling unit. If any sign is erected in violation of this provision, the Association shall have the right to enter the Lot on which the sign is located and remove it, as well as levy a fine of one hundred dollars (\$100) per day for each day's violation and suspend the violator's use privileges of the Community Common Areas as long as the notice and hearing requirements of Chapter 720 of the Florida Statutes are followed. Said action to enter one's Lot and remove the sign, if necessary, shall be deemed expressly permitted by the property Owner. The foregoing shall not apply to signs required by law.

**6.17 UNITS; RESIDENTIAL USE.** Each Unit shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. Notwithstanding however, neither the listing on any occupational license or the listing within any telephone directory of the Unit serving as a business address shall be dispositive of the property being used as for commercial or business purposes. Any Owner may use his/her residence for incidental commercial purposes, so long as

(1) property is not used for manufacturing, construction or installation of materials sold or advertised to be sold, whether retail or wholesale customers; (2) the nature of the business activity does not invite or permit suppliers, customers or vendors to visit or frequent the Unit, even on isolated occasions; (3) the business activity within the Unit is limited to telephone calls and written correspondence in and from the Unit; and (4) no employees or contractors, other than those who regularly reside within the Unit may perform any work or other services to the business at the Unit. This restriction shall further not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Unit, or from handling personal, business or professional telephone calls and written or electronic correspondence in and from his Unit. Such uses are expressly declared customarily incident to residential use.

**6.18 PETS AND ANIMALS.** Not more than two (2) commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish or caged birds may be kept in a Unit, subject to other reasonable regulation by the Association. No exotic pets, including but not limited to reptiles, farm animals, and pot-bellied pigs, will be allowed to be kept or maintained in a Unit or anywhere in the community. All allowed animals shall be leashed (if outdoors), or kept within the Unit and shall not be permitted to roam free. The Association may restrict the walking of pets to certain areas. Owners who walk their pets on Common Areas must clean up after their pets. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais.

**6.19 NUISANCES.** Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents. Any question with regard to the interpretation of this Section shall be decided by the Association, whose decision shall be final. All car wash fundraisers, garage sales, yard sales, rummage sales, and similar type sales will be considered a nuisance other than a community garage sale which will be held twice a year at dates determined by the Board.

**6.20 WATERFRONT PROPERTY.** As to all portions of the Lands which have a boundary contiguous to any lake, canal, river or other body of water, the following additional restrictions and requirements shall be applicable:

A. No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless approved by the Association.

B. No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No boats of any type shall be used on any body of water which is part of the

Common Areas, except those used by the Association, the CDD or any contractor either for maintenance or other lawful purposes, or as restricted by Section 6.20 herein.

C. No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

D. Each applicable Owner shall maintain his Lot to the line of the water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

E. No landscaping (other than that initially installed), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

F. Any boats kept on the Lands shall be subject to Section 6.14 hereof.

G. Any boats operated on lakes or other water bodies owned by, or dedicated to, the CDD or any other public authority shall be subject to any regulations of the CDD or such authority and not to regulation by the Association (which will have no jurisdiction over such areas).

**6.21 LAKES.** Use of lakes or other waterbodies in the Community for fishing, swimming, boating and other recreational uses are restricted or prohibited at the sole and absolute discretion of the Association.

**6.22 CORRECTION OF HEALTH AND SAFETY HAZARDS.** Any Conditions of the physical property which are reasonably deemed by the Board to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Association, and the cost thereof shall be charged to the responsible Owner when applicable.

**6.23 HURRICANE SHUTTERS.** Any hurricane or other protective devices visible from the outside of a home or unit shall be of a type as approved by the ARC, and in accordance with the guidelines as promulgated by the ARC. No such devices shall be installed without the prior written approval of the ARC. Except as otherwise provided in this Section, an owners accordion, roll-up, panel, or other style storm shutters must be left in an open position at all times. Whether they consist of accordion, roll-up, panel, or any other style shutter, the owner may only install, operate, or have in a closed or down position, storm shutters if and when the National Weather Service has issued a hurricane watch for the County or Municipality where the owner's dwelling is located. All storm shutters must be removed or returned to the open or up position within seven (7) days after the hurricane watch expires or utilities have been restored, whichever is longer. The owner is responsible for removing or opening the shutters (or having the shutters removed or opened) on his or her house within the

specified time frame previously stated. If any owner fails to comply with the terms of this Section, such owner shall be subject to the imposition of fines as detailed in this Declaration.

#### **6.24 LEASES.**

**A. Notice.** An Owner intending to lease his Living Unit must give the Association (or its designee) written notice of such intention at least thirty (30) days prior to the starting date of the proposed lease, together with the name and address of the proposed tenant, and other information about the tenant, or the lease, that the Association may reasonably require. Such thirty (30) day notification shall also apply for a renewal of a lease, and any reference to a lease in this Section 6.24 shall also include a renewal of a lease. Occupants shall be subject to the same review and approval process as tenants. For the purposes of this Section 6.24, "occupant" shall refer to an individual occupying a Unit for thirty (30) days or longer who is not paying any monetary consideration, and an individual occupying a Unit for less than thirty (30) days who is not paying any monetary consideration shall be considered a "guest."

**B. Failure to Provide Notice.** Upon failure of an Owner to comply with the provisions of Section 6.24 A (subsection directly above), the Association may, in the sole discretion of the Association and in addition to all other remedies to which the Association may be entitled, treat the lease as a nullity, and the Association shall have the power to evict the tenant by summary proceedings without securing consent to such eviction from the Owner.

**C. Term.** No Owner shall lease less than his entire Living Unit or lease his Living Unit for a term less than thirty (30) days. No Living Unit shall be subject to more than four (4) different leases in any twelve (12) month period, regardless of the lease term. No subleasing or assignment of lease rights by the tenant is allowed. No time share or other similar arrangement is permitted. The Owner must make available to the tenant copies of the Governing Documents.

**D. Occupancy.** When a Unit is leased, no person other than the tenant and his family within the first degree of relationship by blood, adoption, or marriage may occupy the Living Unit. For purposes of this Section 6.24 D, "family" shall also include two people who are not married or related to each other by blood or adoption, but who customarily reside and live together.

**E. Regulation by the Association.** All of the provisions of the Governing Documents shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against the Owner. The Association may require tenants to pay a security deposit to the Association to be held in an escrow account maintained by the Association to protect against damage to the Common Areas. The Association shall have the authority to approve all leases. The Association shall have the authority to require the use of a uniform lease application and require such other information from the proposed tenant as is appropriate

under the circumstances. The Association has the right to require background checks for the proposed tenants and may charge a fee for consideration of lease applications, which fee shall not exceed any maximum prescribed by law.

The Association shall have the authority to require the use of a uniform lease for the lease of a Unit. The lease of any Unit shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provisions of the Governing Documents. If a tenant fails to comply with the provisions of the Governing Documents, the Owner shall be responsible for the conduct of the tenant and shall take whatever action is necessary, including without limitation, the institution of eviction proceedings, to ensure compliance. The Association shall have the authority to act as agent of the Owner and take whatever action is necessary, including without limitation, the institution of eviction proceedings against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such action, from the Owner in the same manner as common expense charges.

**F. Approval by the Association.** In the event the Association requires that all proposed leases be approved by the Board or Association management, upon receipt of all information and fees required by the Board or Association management, the Board or Association management shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval. If the lease is not approved or disapproved within such thirty (30) day period, it shall be presumed that the lease is approved by the Board or Association management. If the Board or Association management disapproves a proposed lease, the Owner shall receive a short statement indicating the reason for the disapproval, and the Owner shall not enter into the lease with the proposed tenant. The Association shall have no duty to provide an alternate tenant, nor shall it assume any responsibility for the denial of a lease application, provided the reason for the disapproval is one of the following:

1. The proposed tenant (which shall include all proposed occupants) has been convicted of murder, sexual battery, child molestation, rape, or their equivalent under federal or state laws in the last fifty (50) years or has been convicted of grand theft or its equivalent under federal or state laws in the last fifteen (15) years. This provision is included in order to help protect the safety of residents.

2. The application for approval on its face, or the conduct of the Owner or proposed tenant, indicates that the proposed tenant intends to violate the provisions of the Governing Documents.

3. The proposed tenant has a history of disruptive behavior or disregard for the rights and property of others, as evidenced by his conduct in other social organizations or associations, or by his conduct in this Community as a tenant, Owner, or occupant of a Unit.

4. The proposed tenant has failed to timely provide the information, fees, or appearances required to process the application in a timely manner.

5. All assessments and other charges against the Unit have not been paid in full.

6. The proposed tenant makes a material misrepresentation during the application process.

7. The Owner proposing to lease a Unit has been found by the Board to be in violation of this Declaration or other governing documents and has failed to remedy the violation or otherwise enter into an arrangement with the Association for remedy of said violation.

**6.25 SALES.** The Board has the right to screen, approve, and disapprove potential purchasers, including all proposed occupants of the Unit, and may adopt rules regarding procedures for such screening. The Association will neither have a duty to provide an alternate purchaser nor assume any responsibility for the denial of a sale application if a denial is based upon the following or any other reasonable factor:

The proposed purchaser (which shall include all proposed occupants) has been convicted of murder, sexual battery, child molestation, rape, or their equivalent under federal or state laws in the last fifty (50) years or has been convicted of grand theft or its equivalent under federal or state laws in the last fifteen (15) years. This provision is included in order to help protect the safety of residents.

The Association has the right to require a background check for the proposed purchaser and occupants and may charge a transfer fee, which fee shall not exceed any maximum prescribed by law.

**6.26 LAWFUL USE.** No immoral, improper, offensive or unlawful use shall be made by any occupant in the subdivision, nor in any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**6.27 DAMAGES; LIEN FOR SAME.** Any and all expenses incurred due to damage to the Common Areas caused by an Owner or said Owner's guest, tenant, licensee, or invitee will be charged to the Owner. If a vehicle is involved and registered to that Owner or that Owner's Lot, regardless of the driver, the Owner will be responsible.

Damage as described in the preceding paragraph includes any needed cleaning of the Common Areas due to the negligence or wrongful act of the Owner or his or her guest, tenant, licensee, or invitee.

The Association shall have a lien for any unpaid amounts resulting from such damage and clean-up as described in this Section 6.27.

## **ARTICLE 7 ARCHITECTURAL AND AESTHETIC CONTROL**

**7.1 GENERAL.** No building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Unit, or Common Area be performed without the prior written approval of the ARC. In obtaining said written approval, an Owner or any other person applying shall comply with all applicable requirements and procedures.

**7.2 ARCHITECTURAL REVIEW COMMITTEE.** The architectural and aesthetic review and control functions of the Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, each of whom shall be members of the association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in the Bylaws.

**7.3 POWERS.** The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits issued by the Southwest Florida Water Management District, the County, the U.S. Army Corps of Engineers and the Development Order and the DOCC, to:

A. Propose the adoption, modification or amendment by the Board, of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARC finds acceptable. Said Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board at a meeting duly called and noticed; Require submission of complete plans and specifications to the ARC for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure or Lot. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work;

B. Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, or Lot. All decisions of the ARC shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt

review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed;

C. Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Association, by check, at the time the request is submitted to the ARC; or

D. Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

**7.4 ENFORCEMENT.** Any decisions of the ARC shall be enforced by the Association.

## **ARTICLE 8 EASEMENTS**

**8.1 UTILITIES, SERVICES AND SUPPORT.** Each Lot, Unit, Tract and Parcel and the Common Areas (except Conservation Areas) is and are hereby subjected to easements for public services, communications and telecommunications, and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, natural gas, electric and irrigation, lake maintenance, and cable television, as well as for the purpose of the CDD in the provision of basic systems, facilities and services to the community development pursuant to its state created single-purpose general law charter. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Unit, Tract, or Parcel or the Common Areas in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Owner, whether or not the utility or service company property maintains the easement area.

There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon the recorded plat of the Community, and there are also reserved such easements and rights-of-way for any other purposes as the Association in its sole discretion may in the future grant.

**8.2 CABLE TV AND BROADBAND TELECOMMUNICATIONS AND UTILITIES SERVICES SYSTEM.** The Association hereby reserves for itself and its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owner and that committed or authorized guests, invitees, tenants and family Members, one (1) or more cable and/or internet access telecommunications receiving and distribution systems and electronic surveillance systems, internet access, emergency, medical and surveillance monitoring, or alarm systems; (2) utility services for supplying irrigation, lake maintenance,

natural gas, potable and non-potable water and sewage (all or any part of which shall be referred herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. The Association shall have and hereby reserves to itself and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by the Association, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

A. Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection.

B. Transmitting the facilities and equipment of which, shall be owned and exclusively controlled by the Association, its successors and assigns or its designees.

C. **Right to Contract with Service Providers.** The Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more System Services for all or any part of Stoneybrook at Venice.

D. Any such contract for cable television or other similar services shall provide, and if it does not, shall be deemed to provide, that during any period of occupancy of a Unit by a hearing impaired or legally blind Owner who does not occupy the Unit with a non-hearing impaired or sighted person, said Owner may refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such Units, the Owners shall not be required to pay any charge related to such service.

**8.3 COLLECTION OF "SYSTEM" ASSESSMENTS BY ASSOCIATION.** Every Lot or Unit to which the service System is available for many contractual designee(s) shall be subject to a System service assessment, payable per Lot or Unit for System services, including, without limitation, cable television services and utility services. The Association shall bill the appropriate System service assessment to each Lot or Unit along with other assessments for common expenses, which may be due and payable at the same time, and shall collect same and remit payment to the contractual designee(s) providing the System services. System Assessments are levied by the Association and are not to be confused with or considered the same as a non-ad valorem assessment levied by a CDD.

**8.4 ALL PRESERVATION AREAS WITHIN THE COMMUNITY ARE HEREBY DEDICATED AS GENERAL COMMON AREAS.** It shall be the responsibility

of the Association to maintain and protect these Preservation Areas in their natural (or restored) condition. As provided in Section 6.3 above, the Association is the entity responsible to operate, protect and maintain these common areas.

**ARTICLE 9  
COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE**

**9.1** The Association shall own and maintain the surface water management system of Stoneybrook at Venice which has been constructed by or accepted by the CDD, unless those duties and obligations are transferred to the CDD.

**9.2 EXCEPT AS OTHERWISE PROVIDED IN THE CONSERVATION EASEMENT, AND UNLESS JURISDICTION, TITLE OR RESPONSIBILITY HAS BEEN ASSIGNED TO A CDD, GENERAL COMMON AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION, EXCEPT REMOVAL OF EXOTIC/NUISANCE VEGETATION; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.**

**9.3 CONVEYANCE AND USE.** Any real property conveyed, leased, or the use of which has been granted to the CDD as Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members and their guests, tenants and invitees.

**9.4 MAINTENANCE AND ALTERATION.** The Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all General Common Areas except those a CDD has accepted jurisdiction, title or responsibility for, in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. There shall be no material alterations of or substantial additions to the General Common Areas costing more than one hundred thousand dollars (\$100,000.00), in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Members of the Association. However, if work that is reasonably necessary to meet the Association's obligations under the first sentence of this Section 9.4 also constitutes a material alteration or substantial addition, no prior membership approval is required.

**9.5 PARTITION, SUBDIVISION AND ENCUMBRANCE.** Except as hereinafter provided, after legal title to the General Common Areas, or any portion thereof, becomes vested in the CDD or the Association, the General Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than two-thirds (2/3rds) of the voting interests. The foregoing shall not be construed to limit the authority of the Association through its Board of Directors to grant such easements over, across and through the General Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Members; nor is it intended to interfere with the transfer of title to the Common Areas to the CDD as contemplated herein. Nothing herein shall be construed to prohibit judicial partition of any Lot, Unit, Tract or Parcel owned in co-tenancy.

**9.6 ASSOCIATION'S RIGHTS AND POWERS.** No General Common Areas shall be used in violation of any rule or regulation or other requirement of the Association established pursuant to the provisions of this Declaration or the Bylaws

## **ARTICLE 10 COVENANT FOR MAINTENANCE ASSESSMENTS**

**10.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.** Each Owner of any Lot or Tract by acceptance of a Deed or other conveyance thereof, whether or not it shall be so expressed in such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and charges for the operation of the Association for the maintenance, management, operation and insurance of the Common Areas and any applicable community systems as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided.

Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien upon the Lot or Tract against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

**10.2 TYPES OF ASSESSMENTS.** Each assessment levied hereunder shall be one (1) of the following types (although two (2) more types of assessments may be payable by an Owner as a single sum):

A. **Common Assessments** - shall be for those expenses which are incurred primarily for the benefit of all Owners, as such primary benefit is determined by the Board of Directors. By way of example only, Common Assessments shall be levied for expenses relating to General Common Areas. Common Assessments shall be levied upon all Lots at an equal rate.

B. **Service Assessments** - shall be for those expenses directly related to providing a service or maintenance to one (1) or more Lots, whether at the request of the Owner or as an exercise of an Association remedy hereunder, and shall also include fines levied per herein. If a Service Assessment is levied upon more than one (1) Lot, then it shall be allocated between or among the applicable Lots as the Board direct, absent which they shall be prorated equally. The fact that Service Assessments are authorized hereby shall not require the Association to provide any particular service (maintenance or otherwise) to a Lot(s). As referenced herein, "Service Assessments" shall also include defense costs incurred by the Association as a result of a lawsuit filed against an Owner or filed by an Owner in which the Association is named a party.

C. **Special Assessments** - shall be for those expenses which otherwise would be Common Assessments but for the fact that they are of a non-recurring and/or unforeseen nature (i.e., are such that they cannot be paid by budgeting therefor as part of a Common expenses), including (without limitation) the costs of capital additions or uninsured casualty losses. Special Assessments shall be levied against all applicable Lots subject thereto at an equal rate. Special Assessments as the term is described herein is not to be considered the same as a type of non-ad valorem Special Assessment levied by a local government such as a CDD. Also, Special Assessments shall be subject to the special requirements set forth below in the same manner as increases in the maximum annual rate of assessments, except for those levied per Article 13 with respect to restoration after casualty losses.

**10.3 ESTABLISHMENT OF BUDGETS AND ASSESSMENTS.** The Board of Directors shall, by appropriate resolution duly adopted, establish the operating budget for the Association.

After adopting the initial budget and assessments as provided above, the Board of Directors shall fix the amount of the assessment against the Lots subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least sixty (60) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to the date payment of the first installment thereof is due, except as to Benefitted and Special Assessments. In the event no such notice of the assessments for a new

assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services, including the administration of budgets and assessments as herein provided.

**10.4 PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used for the purposes expressed in this Article and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

**10.5 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.** The Assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31st of that year. Each subsequent annual assessment shall be imposed for the year beginning January 1st and ending December 31st.

The Assessments shall be payable in advance in monthly installments, or in annual, semi-annual or quarter-annual installments if so determined by the Board of Directors (absent which determination they shall be payable quarterly).

The due date of any non-ad valorem special assessment by the name of Benefit or Special Assessment shall be fixed in the Board Resolution authorizing such assessment.

**10.6 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION; THE LIEN; REMEDIES OF THE ASSOCIATION.** If the assessments (or installments) provided for herein are not paid on the date (s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges in an amount determined by the Board, up to the maximum allowed by law, and interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 10.7 to the contrary, the personal obligation of Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full. If determined in the best interest of the Association, the Board may by written notice to the Owner decelerate amounts previously accelerated. Further, all overdue sums (regardless of whether they are accelerated or not) shall bear interest from the dates when due until paid at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a Claim of Lien (as evidence of its lien rights as hereinabove provided for) against the

Lot or Tract on which the assessments and interest are unpaid, may foreclose the lien against the Lot or Tract on which the assessments and interest are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the Claim of Lien and the Complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Tract whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Lot or Tract shall be levied by the Association for such purpose.

If assessments are levied on a Tract in proportion to a number of Lots allocated thereto but which are not established per a plat or other instrument, then in the event of the non-payment of such assessments, the lien provided for in this Article shall attach to and be on all of said Tract.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot or Tract as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sales, shall not be entitled to the possession of such Lot or Tract or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments and other sums due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 10.7.

All assessments, interest, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

**10.7 SUBORDINATION OF THE LIEN.** The lien of the assessments provided for in this Article 10 shall be subordinate to real property tax and assessment liens (including those in favor of the CDD) and the lien of any first mortgage consistent with the requirements set forth in the Florida Statutes. Therefore, any first mortgage recorded on and after July 1, 2008, shall be subject to the limited liability for payment of delinquent assessments as set forth in Chapter 720.3085, Florida Statutes. Provided, however, that any such mortgage lender, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender or its affiliate acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title

subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in Lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lot(s) as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

**10.8 INITIAL CAPITAL CONTRIBUTION.** The first purchaser of each Lot, Living Unit, Tract or Parcel, at the time of closing of the conveyance from the Developer to the purchaser, shall pay to the Developer an initial capital contribution. The funds derived from capital assessments shall be used at the discretion of the Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Developer may waive this requirement for some Lots and Living Units in the Developer's sole and unbridled discretion.

**10.9 RESALE CAPITAL ASSESSMENT.** In addition to the Initial Capital Contributions, the Community Association may levy a Resale Capital Assessment upon the transferee in any conveyance of a Lot or Living Unit by a member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Assessment shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title to a Director or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale Capital Assessments shall be considered an assessment and can be collected as such in accordance with the provisions under this Article 10.

## **ARTICLE 11 COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION**

The Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Stoneybrook at Venice, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

**11.1 OWNER AND MEMBER COMPLIANCE.** The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Association, shall apply to all Owners, as well as to any other person occupying any Living Unit. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing

Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

**11.2 LITIGATION.** Each Member and the Member's tenants, guests, and invitees, and the Association, are governed by and must comply with Chapter 720, Florida Statutes, the Governing Documents and rules of the Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation, of the Governing Documents and Association rules may be brought by any Owner or the Association against:

- A. the Association;
- B. a Member;
- C. any occupant of a Living Unit;
- D. any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
- E. any tenants, guests, or invitees occupying a parcel or using the Common Areas.
- F. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section is not intended to deprive any person of any other available right or remedy.

**11.3 DAMAGES AND ATTORNEY'S FEES.** Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

#### **11.4 FINES.**

A. In addition to the means of enforcement provided elsewhere herein, the Association shall have the right to levy fines against a Unit, a Unit Owner, or his guests, relatives or lessees in the event of a violation of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or Rules and Regulations of the Association regarding the use of Units, Common Elements, or Association property. Each such violator and the Unit Owner

shall be given written notice of the alleged violation and the opportunity for a hearing before the Hearing Committee with at least fourteen (14) days' notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Articles, Bylaws or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per occurrence, and in the aggregate shall not exceed Two Thousand Five Hundred Dollars (\$2,500) or the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the Unit Owner, even when the violations for which fines have been imposed arise out of the conduct of family members, guests or tenants. Any action to collect a duly imposed fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.

**B. Collection of fines.** A fine shall be treated as a special charge due to the Association within thirty (30) days of receipt of the Association demand for payment. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.

**C. Nonexclusive Remedy.** Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

**11.5 SUSPENSION OF USE RIGHTS.** To the extent lawful, the Board of Directors may suspend the right of any Unit Owner, or his guests, tenants, or family members, to use Common Areas during any period of time the Owner shall have failed to pay any fine levied, or for a reasonable time as punishment for one or more infractions of Association rules and regulations by the Owner, his family, guests or tenants. No such suspension shall affect the Unit Owner's right of access to his Unit.

**A.** A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, does not approve a proposed suspension, it may not be imposed.

B. The requirements of the previous paragraph do not apply to the imposition of suspensions upon any Member because of the failure of the Member to pay assessments or other charges when due.

C. Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

**11.6 STORMWATER MANAGEMENT SYSTEM.** The beneficiaries of the Stormwater Management System shall have the right to enforce the provisions of the Governing Documents that the drainage system, easements and rights-of-way will be continuously maintained.

**11.7 EVICTION OF TENANT.** The Unit Owner shall have a duty to bring his or her tenant's conduct into compliance with the governing documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the governing documents, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the governing documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner which shall be secured by a lien on the property which may be foreclosed in the same manner as a mortgage.

**11.8 ENTRY RIGHTS.** Each Owner shall permit any authorized agent or employee of the Association, to enter upon the Owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by the Association into the interior of any Living Unit that is owned by a person other than the Association, except in emergency.

## **ARTICLE 12 INSURANCE: RECONSTRUCTION AFTER CASUALTY**

**12.1 DUTY TO INSURE, AND TO RECONSTRUCT OR CLEAN UP.** Each Owner shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot, Tract or Parcel are destroyed or damaged as a result of fire, windstorm, tornado, hurricane or other casualty, the Owner shall:

A. Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six

(6) months thereafter. All such repairs or replacements must be approved in writing by the Architectural Review Committee. Unless changes are approved by the Architectural Review Committee, the Owner must restore the damaged property to substantially the same configuration as existed before the casualty; or

B. Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

**12.2 FAILURE TO COMPLY.** If any Owner fails to comply with Section 12 above within the time periods provided, the Association shall be deemed to have been granted the right by the Owner as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Association exercises the rights afforded to it by this Section, the Owner shall be deemed to have assigned to the Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien, as is provided for in this Declaration for collection of assessments on the Lot or Living Unit to secure payment.

**12.3 FLOOD INSURANCE.** The Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

**12.4 PROPERTY INSURANCE.** The Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas.

**12.5 LIABILITY INSURANCE.** The Association shall maintain adequate public liability insurance coverage for all Common Areas.

**12.6 BONDING.** The Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Association funds.

**12.7 ASSOCIATION'S RIGHT OF ENTRY.** For the purpose of performing the duties authorized by this Article 12, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Lot at reasonable hours and perform such duties.

### **ARTICLE 13 GOVERNMENTAL REQUIREMENTS**

**13.1 PREAMBLE.** Because the development and use of The Lands is governed by the County, a CDD and the Southwest Florida Water Management District ("SWFWMD"), among

other governmental and quasi-governmental entities, this Article has been adopted for the purpose of, including in this Declaration, certain provisions required by such entities. Accordingly, the heading of each Section set forth below refers to the entity having required the provisions contained in that Section.

**13.2 GOVERNMENT.** Every member shall be required to adhere to all federal, state and local government land development requirements and guidelines. The Sarasota County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Sarasota County, Florida and effective as of October 15, 1990, requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909, and are hereby incorporated as part of this Declaration.

**A. Right of Entry by County.** The Sarasota County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Areas as may be necessary to perform those duties.

**B. Ownership of the Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Areas, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Sarasota County or other appropriate governmental agency.

**C. Disturbance of Common Areas.** No lands in the Common Areas constituting common open space shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Sarasota County Planning Director.

**D. Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Areas in reasonable order and condition, the provisions of the Sarasota County Land Development Code allow for Sarasota County, upon notice and hearing, to enter said Common Areas for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by Owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.

**E. Additional Federal, State and Local Land Development Requirements.** Additional documentation as stipulated by the Sarasota County Land Development Code, Sarasota County Zoning Ordinance PUD, the Environmental Resource Permit General Conditions and the Limiting and Standard Conditions imposed by Southwest Florida Water

Management District. The terms of the permits and ordinances herein referenced in no way alter, add to, or supersede the provisions of this Declaration of Covenants for Stoneybrook at Venice.

**13.3 SWFWMD.** It shall be the responsibility of each Owner, at the time of construction of a building, residence or structure, to comply with the construction plans for the surface water management system serving The Lands pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with SWFWMD.

No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas or upland conservation areas described in the SWFWMD permit and/or recorded plat for the applicable portion of The Lands, unless prior approval is received from the SWFWMD, pursuant to Chapter 40D-4.14, Florida Administrative Code, and from Sarasota County's Resource Protection office.

**13.4 RULES OF CONSTRUCTION AND AMENDMENT.** Notwithstanding anything in this Declaration to the contrary, in the event of conflict between any provisions of this Declaration, the Articles of Incorporation, the Bylaws or any Rules and Regulations, or manual adopted by the Association, then the provisions of this Article shall supersede and control. Further, no Amendment to this Declaration shall be made which (1) amends any provision of this Article or (2) has the effect of overriding or changing the application of a provision of this Article, in either case without the prior written consent of the entity as required by the applicable Section within this Article.

#### **ARTICLE 14 DISCLAIMER OF LIABILITY OF ASSOCIATION**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE LANDS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

A. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE LANDS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE

SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE LANDS AND THE VALUE THEREOF.

B. THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES.

C. ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE LANDS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING, ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

**ARTICLE 15  
DURATION OF COVENANTS; AMENDMENT**

**15.1 DURATION OF COVENANTS.** The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Association, and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Sarasota County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically

renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

**15.2 TERMINATION.** This Declaration may be terminated at any time if not less than eighty percent (80%) of the voting interests of the Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

**15.3 AMENDMENTS.** This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4th) of the voting interests.

**15.4 PROCEDURE.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

**15.5 VOTE REQUIRED.** Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least sixty-six and two-thirds (66-2/3rds) percent of the voting Members present, in person or by proxy and voting, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

**15.6 CERTIFICATE; RECORDING.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

**15.7 PROVISIO.** Regardless of any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, can be effective to change the Association's responsibilities for the Stormwater

Management System, the Conservation Areas, unless the amendment has been consented to in writing by the SWFWMD and Sarasota County Government. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to the SWFWMD and Sarasota County Government for a determination of whether the amendment necessitates a modification of the surface water management permit. If the surface water management system is administered by the CDD, any such amendment shall likewise require the consent of the CDD.

**15.8 EXCEPTIONS.** *Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action.*

**15.9 LIMITATIONS.** No amendment to any of the Governing Documents shall be effective to change any Member's voting rights as set forth in the Bylaws, unless all Members affected first consent in writing to said amendment.

## **ARTICLE 16 GENERAL AND PROCEDURAL PROVISIONS**

**16.1 SEVERABILITY.** If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

**16.2 MERGER OR CONSOLIDATION OF ASSOCIATION.** Upon a merger or consolidation of the Association with another corporation as provided by law, the Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or the CDD, alternatively, remain the rights, obligations and property of the Association as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme. Notwithstanding the foregoing, merger or consolidation of the Association with any other party including a CDD shall have no effect on altering or changing any granted power in the charter of the CDD.

**16.3 DISSOLUTION.** If the Association is dissolved other than by a merger or consolidation as provided for above, each Lot, Living Unit, Tract and Parcel shall continue to be subject to the assessments provided for in Article 10, and each Owner shall continue to be personally obligated to the successor or assigns of the Association (as the case may be) for such assessment to the extent that such assessments are required to enable any such successors

or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it.

**16.4 GENDER: NUMBER.** Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

**16.5 NOTICES.**

**A. TO THE ASSOCIATION.** Notices to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Association.

**B. TO OWNERS.** Such notice shall be, in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than 14 days nor more than sixty (60) days prior to the date of the meeting. Notice may also be provided by electronic transmission so long as the unit owner provides the Association with a signed written consent to receive notice by this method.

**C. TO CDD.** Notices to the CDD as may be required herein, shall be in writing and shall be delivered or mailed to the CDD at its principal place of business as shown by the records of the State of Florida Department of Community Affairs.

**16.6 CONSTRUCTION.** The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

**16.7 CAPTIONS, HEADINGS AND TITLES.** Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

**16.8 INTERPRETATION.** The Board of Directors of the Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

**16.9 APPLICABLE STATUTES.** The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Declaration.

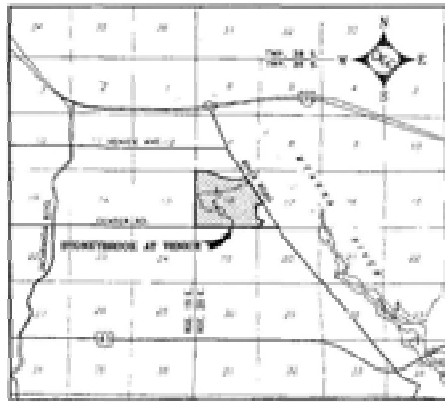
# STONEYBROOK AT VENICE, UNIT I

PLAT BOOK 44 PAGE 36

IN SECTIONS 17 & 18,  
TOWNSHIP 39 SOUTH, RANGE 20 EAST  
SARASOTA COUNTY, FLORIDA

**RESERVATION OF EASEMENTS**  
THIS PLAT IS SUBJECT TO THE EASEMENTS AND RIGHTS RESERVED BY THE STATE OF FLORIDA IN THE ORIGINAL GRANT OF THE LAND HEREIN DESCRIBED, AND TO THE EASEMENTS AND RIGHTS RESERVED BY THE STATE OF FLORIDA IN THE ORIGINAL GRANT OF THE LAND HEREIN DESCRIBED, AND TO THE EASEMENTS AND RIGHTS RESERVED BY THE STATE OF FLORIDA IN THE ORIGINAL GRANT OF THE LAND HEREIN DESCRIBED.

**NOTES/TRACT DESIGNATION**  
1. THE TRACTS HEREIN DESCRIBED ARE SUBJECT TO THE EASEMENTS AND RIGHTS RESERVED BY THE STATE OF FLORIDA IN THE ORIGINAL GRANT OF THE LAND HEREIN DESCRIBED, AND TO THE EASEMENTS AND RIGHTS RESERVED BY THE STATE OF FLORIDA IN THE ORIGINAL GRANT OF THE LAND HEREIN DESCRIBED, AND TO THE EASEMENTS AND RIGHTS RESERVED BY THE STATE OF FLORIDA IN THE ORIGINAL GRANT OF THE LAND HEREIN DESCRIBED.



LOCATION MAP  
AS SHOWN

**NOTICE**  
THE STATE OF FLORIDA HAS DEEMED IT TO BE IN THE PUBLIC INTEREST TO AUTHORIZE THE STATE TO TAKE POSSESSION OF THE LAND HEREIN DESCRIBED FOR THE PURPOSES OF THE STATE OF FLORIDA IN THE ORIGINAL GRANT OF THE LAND HEREIN DESCRIBED, AND TO THE EASEMENTS AND RIGHTS RESERVED BY THE STATE OF FLORIDA IN THE ORIGINAL GRANT OF THE LAND HEREIN DESCRIBED, AND TO THE EASEMENTS AND RIGHTS RESERVED BY THE STATE OF FLORIDA IN THE ORIGINAL GRANT OF THE LAND HEREIN DESCRIBED.

**CERTIFICATE OF APPROVAL OF COUNTY COMMISSION**  
I, the undersigned, County Commissioner of Sarasota County, Florida, do hereby certify that the above described land is subject to the easements and rights reserved by the State of Florida in the original grant of the land herein described, and to the easements and rights reserved by the State of Florida in the original grant of the land herein described, and to the easements and rights reserved by the State of Florida in the original grant of the land herein described.

*[Signatures and stamps of County Commission members]*

**CERTIFICATE OF APPROVAL OF COUNTY CLERK**  
I, the undersigned, County Clerk of Sarasota County, Florida, do hereby certify that the above described land is subject to the easements and rights reserved by the State of Florida in the original grant of the land herein described, and to the easements and rights reserved by the State of Florida in the original grant of the land herein described, and to the easements and rights reserved by the State of Florida in the original grant of the land herein described.

*[Signature and stamp of County Clerk]*

**CERTIFICATE OF OWNERSHIP AND DESIGNATION**  
I, the undersigned, do hereby certify that I am the owner of the above described land, and that I have designated the above described land as the land herein described, and to the easements and rights reserved by the State of Florida in the original grant of the land herein described, and to the easements and rights reserved by the State of Florida in the original grant of the land herein described, and to the easements and rights reserved by the State of Florida in the original grant of the land herein described.

*[Signatures and stamps of owners and designees]*

**CERTIFICATE OF SURVEYOR**  
I, the undersigned, do hereby certify that I am a duly licensed surveyor in the State of Florida, and that I have surveyed the above described land, and that I have found the same to be in accordance with the original grant of the land herein described, and to the easements and rights reserved by the State of Florida in the original grant of the land herein described, and to the easements and rights reserved by the State of Florida in the original grant of the land herein described.

*[Signature and stamp of Surveyor]*

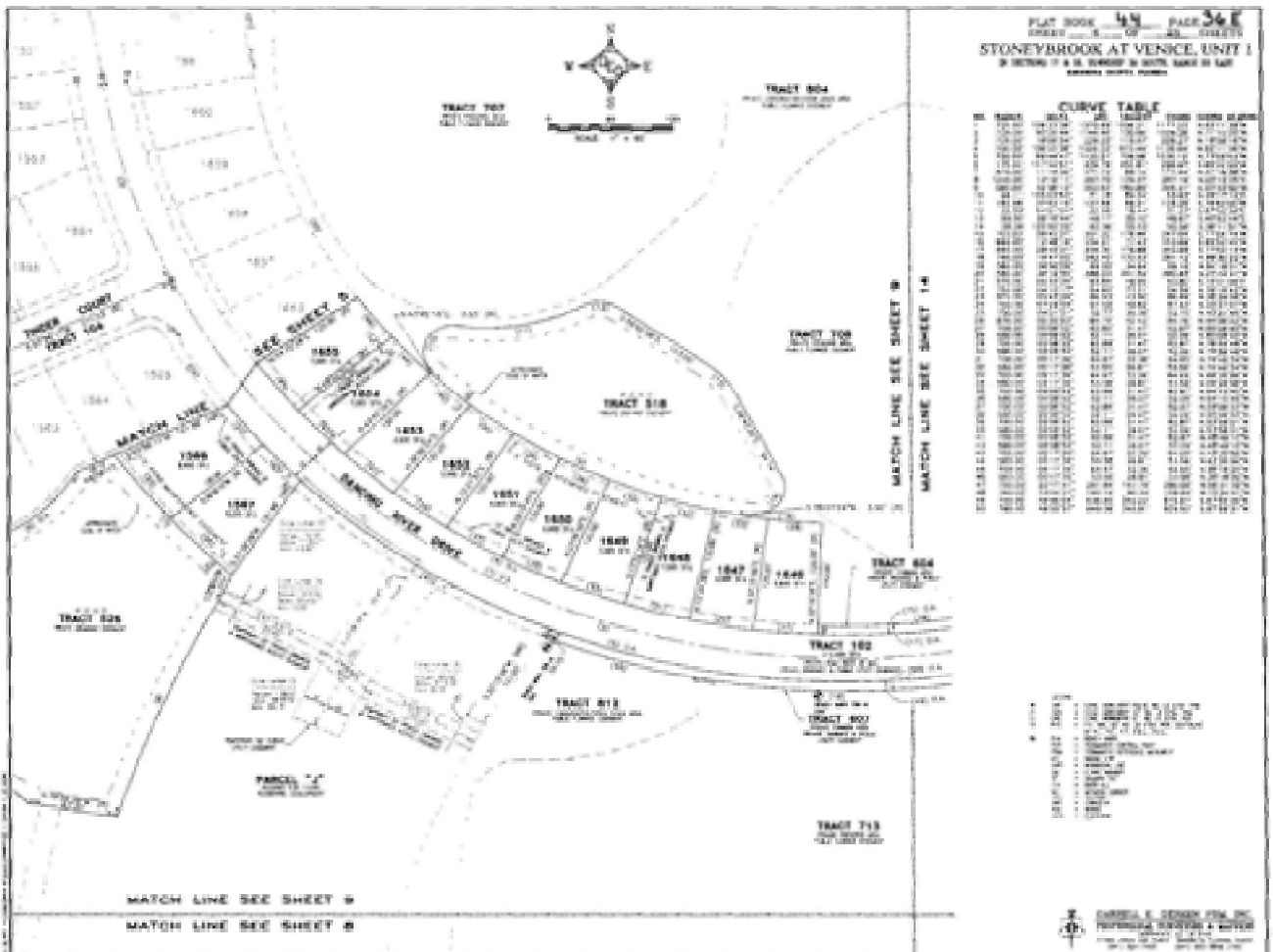




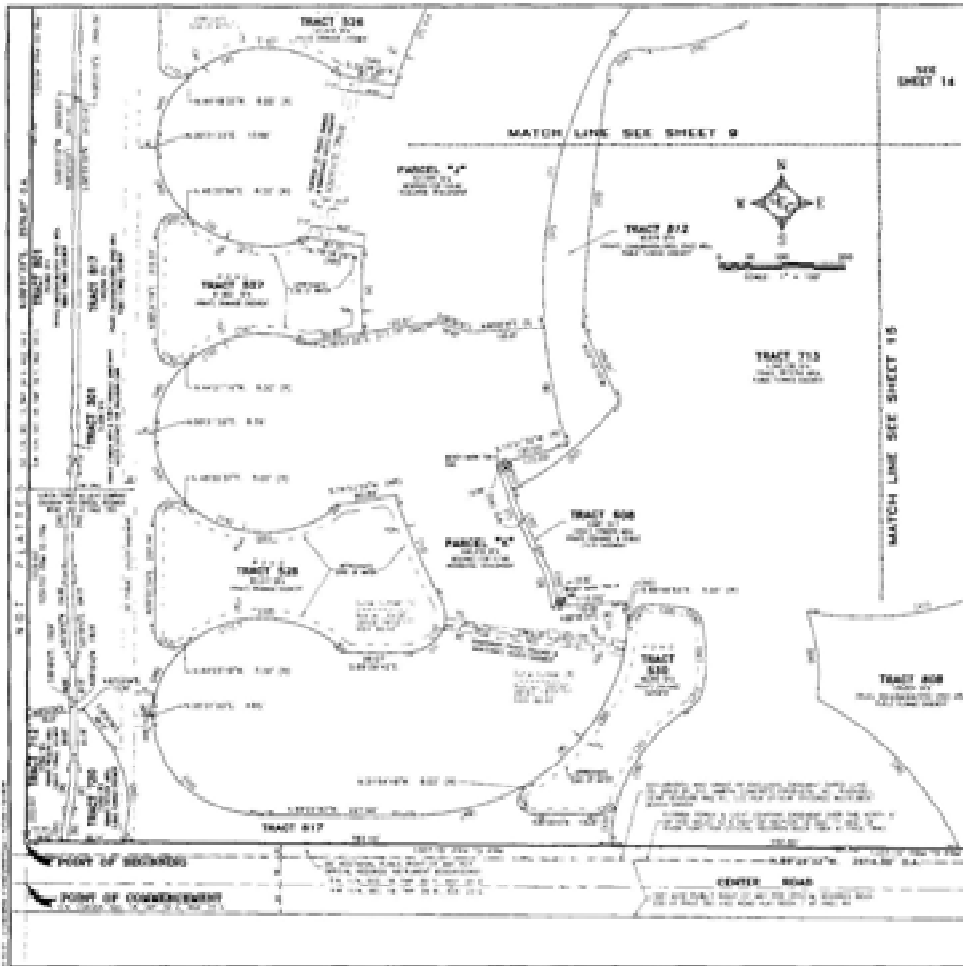










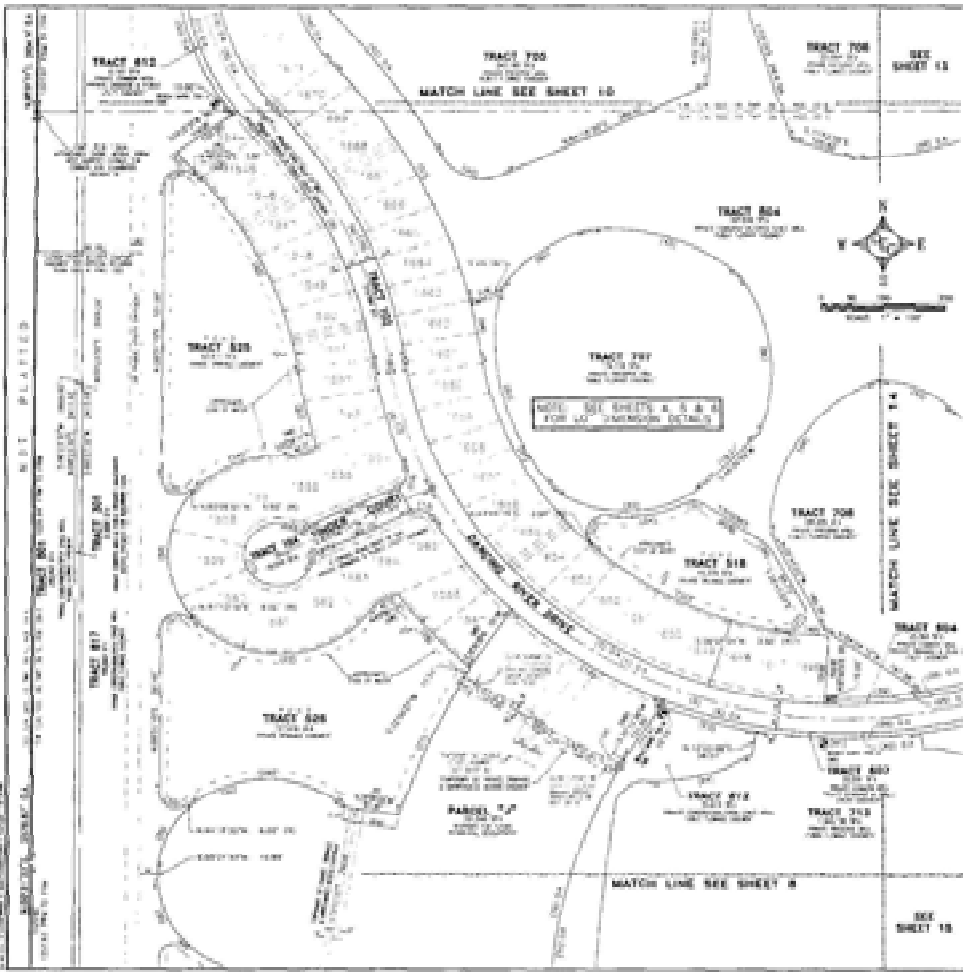


**CURVE TABLE**

STATIONING	BEARING	CHORD	CHORD BEARING	DELTA	PI	PC	PT	PI	PT	DELTA	PI	PT
1+00.00	N 0° 00' 00" E	100.00	N 0° 00' 00" E	0° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	0° 00' 00"	1.5708	1+00.00
1+00.00	N 10° 00' 00" E	98.48	N 10° 00' 00" E	10° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	10° 00' 00"	1.5708	1+00.00
1+00.00	N 20° 00' 00" E	96.13	N 20° 00' 00" E	20° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	20° 00' 00"	1.5708	1+00.00
1+00.00	N 30° 00' 00" E	92.98	N 30° 00' 00" E	30° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	30° 00' 00"	1.5708	1+00.00
1+00.00	N 40° 00' 00" E	89.13	N 40° 00' 00" E	40° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	40° 00' 00"	1.5708	1+00.00
1+00.00	N 50° 00' 00" E	84.78	N 50° 00' 00" E	50° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	50° 00' 00"	1.5708	1+00.00
1+00.00	N 60° 00' 00" E	80.00	N 60° 00' 00" E	60° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	60° 00' 00"	1.5708	1+00.00
1+00.00	N 70° 00' 00" E	75.98	N 70° 00' 00" E	70° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	70° 00' 00"	1.5708	1+00.00
1+00.00	N 80° 00' 00" E	72.78	N 80° 00' 00" E	80° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	80° 00' 00"	1.5708	1+00.00
1+00.00	N 90° 00' 00" E	70.00	N 90° 00' 00" E	90° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	90° 00' 00"	1.5708	1+00.00
1+00.00	S 0° 00' 00" E	100.00	S 0° 00' 00" E	0° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	0° 00' 00"	1.5708	1+00.00
1+00.00	S 10° 00' 00" E	98.48	S 10° 00' 00" E	10° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	10° 00' 00"	1.5708	1+00.00
1+00.00	S 20° 00' 00" E	96.13	S 20° 00' 00" E	20° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	20° 00' 00"	1.5708	1+00.00
1+00.00	S 30° 00' 00" E	92.98	S 30° 00' 00" E	30° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	30° 00' 00"	1.5708	1+00.00
1+00.00	S 40° 00' 00" E	89.13	S 40° 00' 00" E	40° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	40° 00' 00"	1.5708	1+00.00
1+00.00	S 50° 00' 00" E	84.78	S 50° 00' 00" E	50° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	50° 00' 00"	1.5708	1+00.00
1+00.00	S 60° 00' 00" E	80.00	S 60° 00' 00" E	60° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	60° 00' 00"	1.5708	1+00.00
1+00.00	S 70° 00' 00" E	75.98	S 70° 00' 00" E	70° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	70° 00' 00"	1.5708	1+00.00
1+00.00	S 80° 00' 00" E	72.78	S 80° 00' 00" E	80° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	80° 00' 00"	1.5708	1+00.00
1+00.00	S 90° 00' 00" E	70.00	S 90° 00' 00" E	90° 00' 00"	1.5708	1+00.00	1+00.00	1+00.00	1+00.00	90° 00' 00"	1.5708	1+00.00

**CONVEYANCE**  
 TO THE  
 STATE OF TEXAS  
 BY  
 THE  
 COUNTY CLERK

**RECORDS**  
 SECTION 17 & 18, TOWNSHIP 30 NORTH, RANGE 10 EAST  
 STONEYBROOK AT VENICE UNIT I



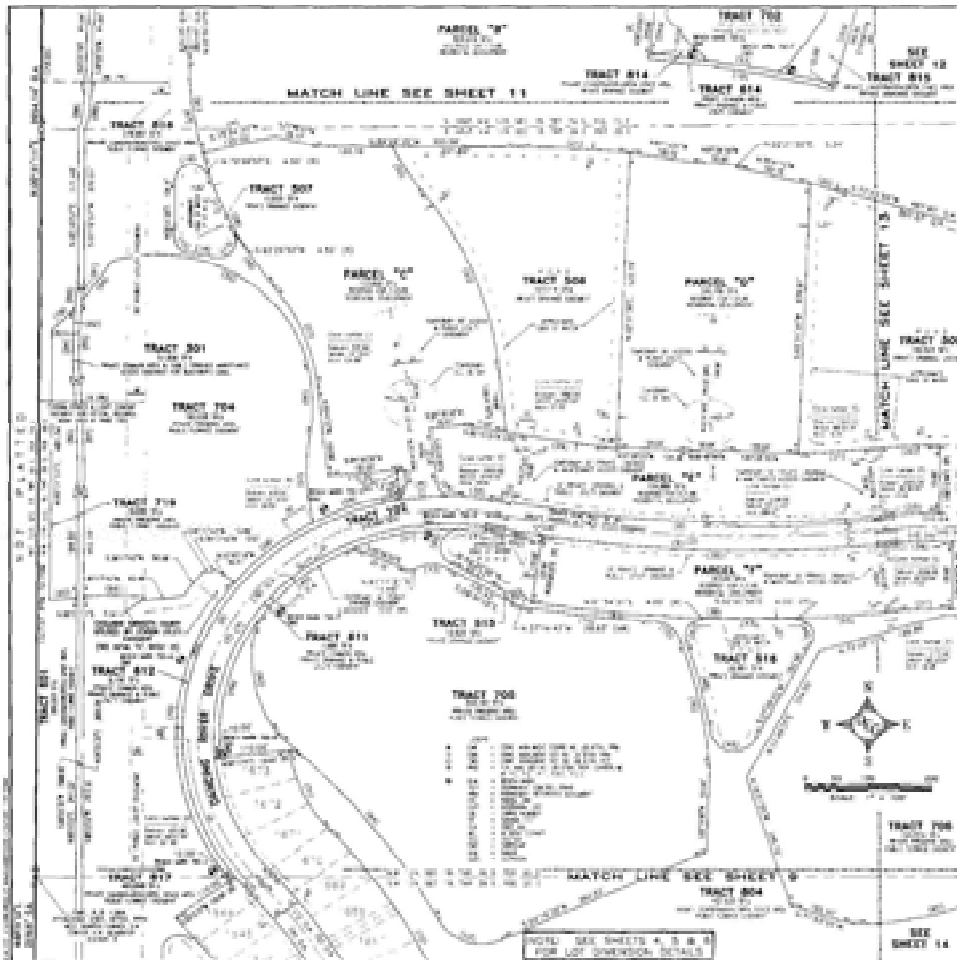
PLAN BOOK 44 PAGE 24 19  
 STONYBROOK AT VENICE UNIT 1  
 A SECTION OF A 20' TRAILER IN BUILT UPON IN 1987  
 (SEE TRACT 700)

**CURVE TABLE**

1. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.  
 2. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.  
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 9. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.  
 10. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.

- 1. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.
- 2. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.
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- 5. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.
- 6. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.
- 7. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.
- 8. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.
- 9. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.
- 10. ALL CURVES ARE TO BE CONSIDERED AS PART OF THE TRAILER IN BUILT UPON IN 1987.

STONYBROOK AT VENICE UNIT 1  
 PREPARED BY: [Name]  
 DATE: [Date]



PLAT BOOK 44 Page 34 T  
 SHEET 12 OF 26 SHEETS  
**STONEYBROOK AT VENICE, UNIT 1**  
 IN ACCORDANCE WITH THE DEVELOPMENT OF THE CITY OF LOS ANGELES  
 SUBDIVISION MAP ACT

**CURVE TABLE**

ALL CURVES SHOWN ON THIS MAP ARE TO BE CONSIDERED AS PART OF THE SUBDIVISION MAP AND SHALL BE CONSIDERED AS SUCH UNLESS OTHERWISE SPECIFIED. THE CURVE TABLE IS A SUMMARY OF THE CURVE DATA FOR ALL CURVES SHOWN ON THIS MAP. THE CURVE DATA IS TO BE USED TO LOCATE THE CURVES AND TO CHECK THE ACCURACY OF THE CURVE DATA. THE CURVE DATA IS TO BE USED TO LOCATE THE CURVES AND TO CHECK THE ACCURACY OF THE CURVE DATA. THE CURVE DATA IS TO BE USED TO LOCATE THE CURVES AND TO CHECK THE ACCURACY OF THE CURVE DATA.

TRACT NO.	CURVE NO.	START POINT	END POINT	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE
201	1	...	...	...	...	...	...
202	2	...	...	...	...	...	...
203	3	...	...	...	...	...	...
204	4	...	...	...	...	...	...
205	5	...	...	...	...	...	...
206	6	...	...	...	...	...	...
207	7	...	...	...	...	...	...
208	8	...	...	...	...	...	...
209	9	...	...	...	...	...	...
210	10	...	...	...	...	...	...
211	11	...	...	...	...	...	...
212	12	...	...	...	...	...	...
213	13	...	...	...	...	...	...
214	14	...	...	...	...	...	...
215	15	...	...	...	...	...	...
216	16	...	...	...	...	...	...
217	17	...	...	...	...	...	...
218	18	...	...	...	...	...	...
219	19	...	...	...	...	...	...
220	20	...	...	...	...	...	...

RAYMOND S. GERRARD FOR THE PROFESSIONAL ENGINEER'S OFFICE  
 No. 10010  
 10/15/11



NOT PLATTED



CURVE TABLE

STATION	PI	PC	PT	PE	EA	EB	EC	ED	EA	EB	EC	ED
1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00	1+00
1+05	1+05	1+05	1+05	1+05	1+05	1+05	1+05	1+05	1+05	1+05	1+05	1+05
1+10	1+10	1+10	1+10	1+10	1+10	1+10	1+10	1+10	1+10	1+10	1+10	1+10
1+15	1+15	1+15	1+15	1+15	1+15	1+15	1+15	1+15	1+15	1+15	1+15	1+15
1+20	1+20	1+20	1+20	1+20	1+20	1+20	1+20	1+20	1+20	1+20	1+20	1+20
1+25	1+25	1+25	1+25	1+25	1+25	1+25	1+25	1+25	1+25	1+25	1+25	1+25
1+30	1+30	1+30	1+30	1+30	1+30	1+30	1+30	1+30	1+30	1+30	1+30	1+30
1+35	1+35	1+35	1+35	1+35	1+35	1+35	1+35	1+35	1+35	1+35	1+35	1+35
1+40	1+40	1+40	1+40	1+40	1+40	1+40	1+40	1+40	1+40	1+40	1+40	1+40
1+45	1+45	1+45	1+45	1+45	1+45	1+45	1+45	1+45	1+45	1+45	1+45	1+45
1+50	1+50	1+50	1+50	1+50	1+50	1+50	1+50	1+50	1+50	1+50	1+50	1+50
1+55	1+55	1+55	1+55	1+55	1+55	1+55	1+55	1+55	1+55	1+55	1+55	1+55
1+60	1+60	1+60	1+60	1+60	1+60	1+60	1+60	1+60	1+60	1+60	1+60	1+60
1+65	1+65	1+65	1+65	1+65	1+65	1+65	1+65	1+65	1+65	1+65	1+65	1+65
1+70	1+70	1+70	1+70	1+70	1+70	1+70	1+70	1+70	1+70	1+70	1+70	1+70
1+75	1+75	1+75	1+75	1+75	1+75	1+75	1+75	1+75	1+75	1+75	1+75	1+75
1+80	1+80	1+80	1+80	1+80	1+80	1+80	1+80	1+80	1+80	1+80	1+80	1+80
1+85	1+85	1+85	1+85	1+85	1+85	1+85	1+85	1+85	1+85	1+85	1+85	1+85
1+90	1+90	1+90	1+90	1+90	1+90	1+90	1+90	1+90	1+90	1+90	1+90	1+90
1+95	1+95	1+95	1+95	1+95	1+95	1+95	1+95	1+95	1+95	1+95	1+95	1+95
2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00	2+00

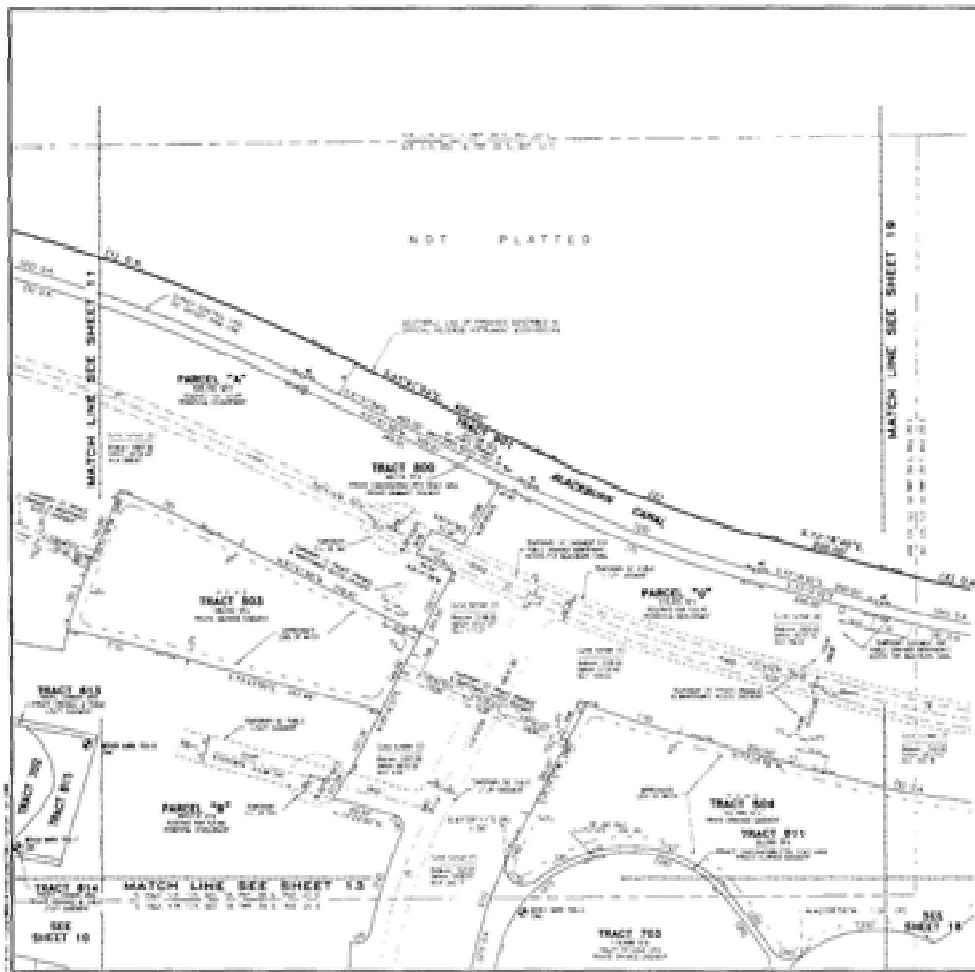
STONEYBROOK AT VENICE UNIT 1  
AS SHOWN IN A. PLANNED IN 1976, LATER IN 1977  
UNLESS OTHERWISE NOTED



**CURVE TABLE**

STATION	PI	PC	PT	LC	CE	EC	STATION
0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00
10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00
20+00	20+00	20+00	20+00	20+00	20+00	20+00	20+00
30+00	30+00	30+00	30+00	30+00	30+00	30+00	30+00
40+00	40+00	40+00	40+00	40+00	40+00	40+00	40+00
50+00	50+00	50+00	50+00	50+00	50+00	50+00	50+00
60+00	60+00	60+00	60+00	60+00	60+00	60+00	60+00
70+00	70+00	70+00	70+00	70+00	70+00	70+00	70+00
80+00	80+00	80+00	80+00	80+00	80+00	80+00	80+00
90+00	90+00	90+00	90+00	90+00	90+00	90+00	90+00
100+00	100+00	100+00	100+00	100+00	100+00	100+00	100+00

SYMBOL	DESCRIPTION
(Symbol)	Centerline
(Symbol)	Right-of-way line
(Symbol)	Proposed road
(Symbol)	Proposed driveway
(Symbol)	Proposed sidewalk
(Symbol)	Proposed utility line
(Symbol)	Proposed easement
(Symbol)	Proposed fence
(Symbol)	Proposed gate
(Symbol)	Proposed well
(Symbol)	Proposed septic tank
(Symbol)	Proposed culvert
(Symbol)	Proposed ditch
(Symbol)	Proposed drainage
(Symbol)	Proposed storm sewer
(Symbol)	Proposed sanitary sewer
(Symbol)	Proposed water main
(Symbol)	Proposed gas line
(Symbol)	Proposed electric line
(Symbol)	Proposed telephone line
(Symbol)	Proposed cable TV line
(Symbol)	Proposed fiber optic line
(Symbol)	Proposed irrigation
(Symbol)	Proposed landscape
(Symbol)	Proposed trees
(Symbol)	Proposed shrubs
(Symbol)	Proposed lawn
(Symbol)	Proposed garden
(Symbol)	Proposed deck
(Symbol)	Proposed patio
(Symbol)	Proposed porch
(Symbol)	Proposed pergola
(Symbol)	Proposed gazebo
(Symbol)	Proposed pool
(Symbol)	Proposed hot tub
(Symbol)	Proposed spa
(Symbol)	Proposed sauna
(Symbol)	Proposed pergola
(Symbol)	Proposed gazebo
(Symbol)	Proposed pool
(Symbol)	Proposed hot tub
(Symbol)	Proposed spa
(Symbol)	Proposed sauna



LINDSEY W. BROWN, CIVIL ENGINEER  
 1000 ...  
 ...



STATIONING	BEARING	ANGLE	LENGTH	RADIUS	CHORD	CHORD BEARING
1+00.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
1+100.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
1+200.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
1+300.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
1+400.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
1+500.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
1+600.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
1+700.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
1+800.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
1+900.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+000.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+100.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+200.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+300.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+400.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+500.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+600.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+700.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+800.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
2+900.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+000.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+100.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+200.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+300.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+400.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+500.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+600.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+700.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+800.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
3+900.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+000.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+100.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+200.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+300.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+400.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+500.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+600.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+700.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+800.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W
4+900.00	S 85° 00' 00" W	120° 00' 00"	100.00	353.55	100.00	S 15° 00' 00" W

AMERICAN ENGINEERING INC.  
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DENVER, COLORADO 80202  
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FAX 733-8801  
WWW.AEINC.COM





PLAT BOOK 44 PAGE 36 N  
 SHEET 14 OF 16 SHEETS  
**STONEBROOK AT VENICE, UNIT 1**  
 BY DESIGN OF A. H. CHERRY & ASSOCIATES, INC.

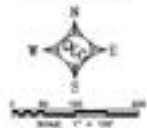


**CURVE TABLE**

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH	PIECEWISE BEARING	PIECEWISE LENGTH
1+00.00	N 0° 00' 00" E	100.00	0° 00' 00"	100.00	N 0° 00' 00" E	100.00
1+10.00	N 10° 00' 00" E	98.48	10° 00' 00"	98.48	N 10° 00' 00" E	98.48
1+20.00	N 20° 00' 00" E	96.96	20° 00' 00"	96.96	N 20° 00' 00" E	96.96
1+30.00	N 30° 00' 00" E	95.44	30° 00' 00"	95.44	N 30° 00' 00" E	95.44
1+40.00	N 40° 00' 00" E	93.92	40° 00' 00"	93.92	N 40° 00' 00" E	93.92
1+50.00	N 50° 00' 00" E	92.40	50° 00' 00"	92.40	N 50° 00' 00" E	92.40
1+60.00	N 60° 00' 00" E	90.88	60° 00' 00"	90.88	N 60° 00' 00" E	90.88
1+70.00	N 70° 00' 00" E	89.36	70° 00' 00"	89.36	N 70° 00' 00" E	89.36
1+80.00	N 80° 00' 00" E	87.84	80° 00' 00"	87.84	N 80° 00' 00" E	87.84
1+90.00	N 90° 00' 00" E	86.32	90° 00' 00"	86.32	N 90° 00' 00" E	86.32
2+00.00	N 0° 00' 00" E	100.00	0° 00' 00"	100.00	N 0° 00' 00" E	100.00

A. H. CHERRY & ASSOCIATES, INC.  
 PROFESSIONAL ENGINEERS & ARCHITECTS  
 1000 PINE AVE., SUITE 200  
 VENICE, FLORIDA 33596  
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 FAX: (615) 885-1112

**A. H. CHERRY & ASSOCIATES, INC.**  
 PROFESSIONAL ENGINEERS & ARCHITECTS  
 1000 PINE AVE., SUITE 200  
 VENICE, FLORIDA 33596  
 PHONE: (615) 885-1111  
 FAX: (615) 885-1112



**CURVE TABLE**

TABLE OF CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
1+00.00	N 0° 00' 00" E	100.00	S 0° 00' 00" E	100.00	N 0° 00' 00" E	100.00	S 0° 00' 00" E	100.00	N 0° 00' 00" E	100.00
1+50.00	N 15° 00' 00" E	96.59	S 15° 00' 00" E	96.59	N 15° 00' 00" E	96.59	S 15° 00' 00" E	96.59	N 15° 00' 00" E	96.59
2+00.00	N 30° 00' 00" E	86.60	S 30° 00' 00" E	86.60	N 30° 00' 00" E	86.60	S 30° 00' 00" E	86.60	N 30° 00' 00" E	86.60
2+50.00	N 45° 00' 00" E	70.71	S 45° 00' 00" E	70.71	N 45° 00' 00" E	70.71	S 45° 00' 00" E	70.71	N 45° 00' 00" E	70.71
3+00.00	N 60° 00' 00" E	51.76	S 60° 00' 00" E	51.76	N 60° 00' 00" E	51.76	S 60° 00' 00" E	51.76	N 60° 00' 00" E	51.76
3+50.00	N 75° 00' 00" E	31.06	S 75° 00' 00" E	31.06	N 75° 00' 00" E	31.06	S 75° 00' 00" E	31.06	N 75° 00' 00" E	31.06
4+00.00	N 90° 00' 00" E	10.00	S 90° 00' 00" E	10.00	N 90° 00' 00" E	10.00	S 90° 00' 00" E	10.00	N 90° 00' 00" E	10.00
4+50.00	N 75° 00' 00" E	31.06	S 75° 00' 00" E	31.06	N 75° 00' 00" E	31.06	S 75° 00' 00" E	31.06	N 75° 00' 00" E	31.06
5+00.00	N 60° 00' 00" E	51.76	S 60° 00' 00" E	51.76	N 60° 00' 00" E	51.76	S 60° 00' 00" E	51.76	N 60° 00' 00" E	51.76
5+50.00	N 45° 00' 00" E	70.71	S 45° 00' 00" E	70.71	N 45° 00' 00" E	70.71	S 45° 00' 00" E	70.71	N 45° 00' 00" E	70.71
6+00.00	N 30° 00' 00" E	86.60	S 30° 00' 00" E	86.60	N 30° 00' 00" E	86.60	S 30° 00' 00" E	86.60	N 30° 00' 00" E	86.60
6+50.00	N 15° 00' 00" E	96.59	S 15° 00' 00" E	96.59	N 15° 00' 00" E	96.59	S 15° 00' 00" E	96.59	N 15° 00' 00" E	96.59
7+00.00	N 0° 00' 00" E	100.00	S 0° 00' 00" E	100.00	N 0° 00' 00" E	100.00	S 0° 00' 00" E	100.00	N 0° 00' 00" E	100.00



TABLE OF DIMENSIONS

STATION	BEARING	DISTANCE
1+00.00	N 0° 00' 00" E	100.00
1+50.00	N 15° 00' 00" E	96.59
2+00.00	N 30° 00' 00" E	86.60
2+50.00	N 45° 00' 00" E	70.71
3+00.00	N 60° 00' 00" E	51.76
3+50.00	N 75° 00' 00" E	31.06
4+00.00	N 90° 00' 00" E	10.00
4+50.00	N 75° 00' 00" E	31.06
5+00.00	N 60° 00' 00" E	51.76
5+50.00	N 45° 00' 00" E	70.71
6+00.00	N 30° 00' 00" E	86.60
6+50.00	N 15° 00' 00" E	96.59
7+00.00	N 0° 00' 00" E	100.00

PREPARED BY: [Name]  
 DATE: [Date]







**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	ANGLE
1+00.00	S 89° 58' 42" W	100.00	100.00	90.00
1+100.00	S 89° 58' 42" W	100.00	100.00	90.00
1+200.00	S 89° 58' 42" W	100.00	100.00	90.00
1+300.00	S 89° 58' 42" W	100.00	100.00	90.00
1+400.00	S 89° 58' 42" W	100.00	100.00	90.00
1+500.00	S 89° 58' 42" W	100.00	100.00	90.00
1+600.00	S 89° 58' 42" W	100.00	100.00	90.00
1+700.00	S 89° 58' 42" W	100.00	100.00	90.00
1+800.00	S 89° 58' 42" W	100.00	100.00	90.00
1+900.00	S 89° 58' 42" W	100.00	100.00	90.00
2+000.00	S 89° 58' 42" W	100.00	100.00	90.00
2+100.00	S 89° 58' 42" W	100.00	100.00	90.00
2+200.00	S 89° 58' 42" W	100.00	100.00	90.00
2+300.00	S 89° 58' 42" W	100.00	100.00	90.00
2+400.00	S 89° 58' 42" W	100.00	100.00	90.00
2+500.00	S 89° 58' 42" W	100.00	100.00	90.00
2+600.00	S 89° 58' 42" W	100.00	100.00	90.00
2+700.00	S 89° 58' 42" W	100.00	100.00	90.00
2+800.00	S 89° 58' 42" W	100.00	100.00	90.00
2+900.00	S 89° 58' 42" W	100.00	100.00	90.00
3+000.00	S 89° 58' 42" W	100.00	100.00	90.00
3+100.00	S 89° 58' 42" W	100.00	100.00	90.00
3+200.00	S 89° 58' 42" W	100.00	100.00	90.00
3+300.00	S 89° 58' 42" W	100.00	100.00	90.00
3+400.00	S 89° 58' 42" W	100.00	100.00	90.00
3+500.00	S 89° 58' 42" W	100.00	100.00	90.00
3+600.00	S 89° 58' 42" W	100.00	100.00	90.00
3+700.00	S 89° 58' 42" W	100.00	100.00	90.00
3+800.00	S 89° 58' 42" W	100.00	100.00	90.00
3+900.00	S 89° 58' 42" W	100.00	100.00	90.00

STATIONING ALONG CANAL

1+00.00  
 1+100.00  
 1+200.00  
 1+300.00  
 1+400.00  
 1+500.00  
 1+600.00  
 1+700.00  
 1+800.00  
 1+900.00  
 2+000.00  
 2+100.00  
 2+200.00  
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 2+500.00  
 2+600.00  
 2+700.00  
 2+800.00  
 2+900.00  
 3+000.00  
 3+100.00  
 3+200.00  
 3+300.00  
 3+400.00  
 3+500.00  
 3+600.00  
 3+700.00  
 3+800.00  
 3+900.00

**ARTHUR J. GIBSON, CIVIL ENGINEER**  
 LICENSE NO. 10200  
 1000 BROADWAY, NEW YORK, N.Y. 10018



**CURVE TABLE**

STATIONING	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
1+00.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
1+100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
1+200.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
1+300.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
1+400.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
1+500.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
1+600.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
1+700.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
1+800.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
1+900.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00
2+000.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00	N 89° 57' 00" E	100.00

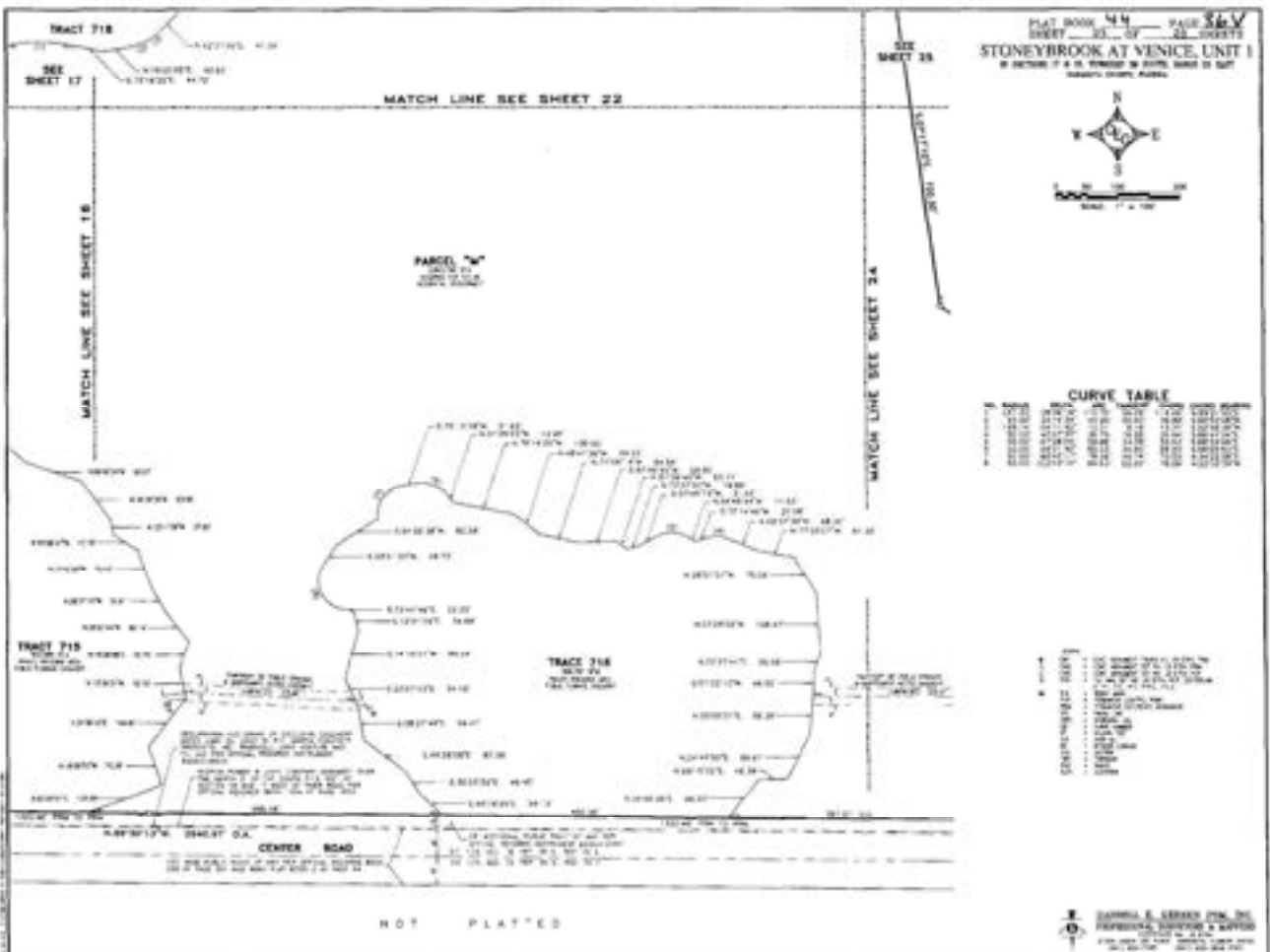


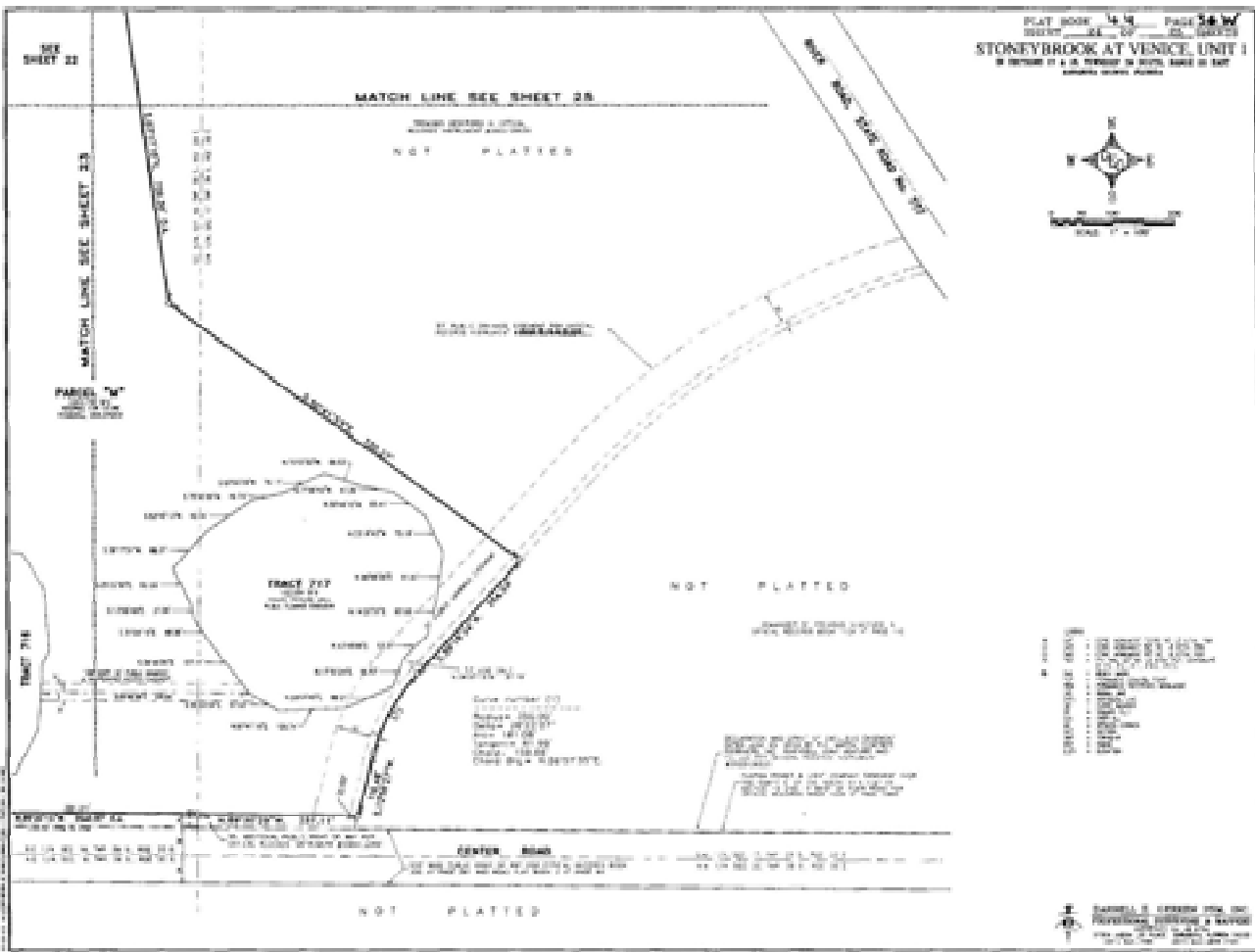
- LEGEND**
- Proposed Right-of-Way
  - Proposed Easement
  - Proposed Lot
  - Proposed Parcel
  - Proposed Canal
  - Proposed Road
  - Proposed Utility
  - Proposed Structure
  - Proposed Boundary
  - Proposed Survey
  - Proposed Monument
  - Proposed Marker
  - Proposed Stake
  - Proposed Nail
  - Proposed Pin
  - Proposed Nail
  - Proposed Pin
  - Proposed Nail
  - Proposed Pin
  - Proposed Nail
  - Proposed Pin

JAMES L. GIBSON, INC.  
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 1000 N. 10th Street, Suite 200  
 St. Louis, MO 63103  
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 Fax: (314) 433-1101  
 www.jlgibson.com









PLAT BOOK 148 Page 38  
 COUNTY OF ... STATE OF ...  
**STONEYBROOK AT VENICE, UNIT I**  
 A TRACT OF LAND BEING IN ...



SEE SHEET 28

MATCH LINE SEE SHEET 28

MATCH LINE SEE SHEET 29

PARCEL "M"

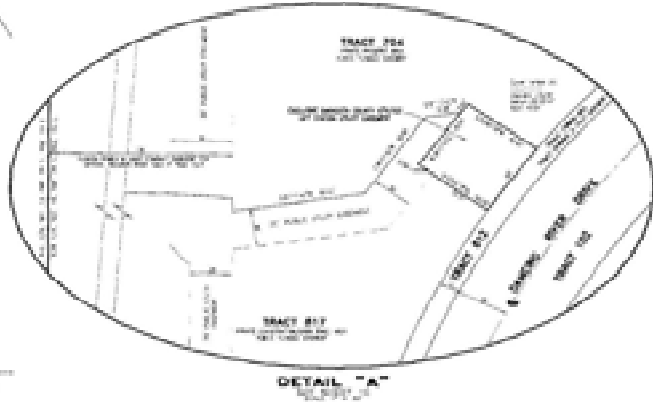
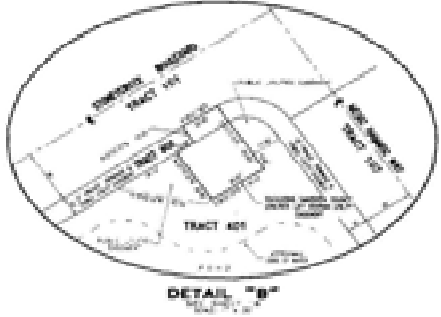
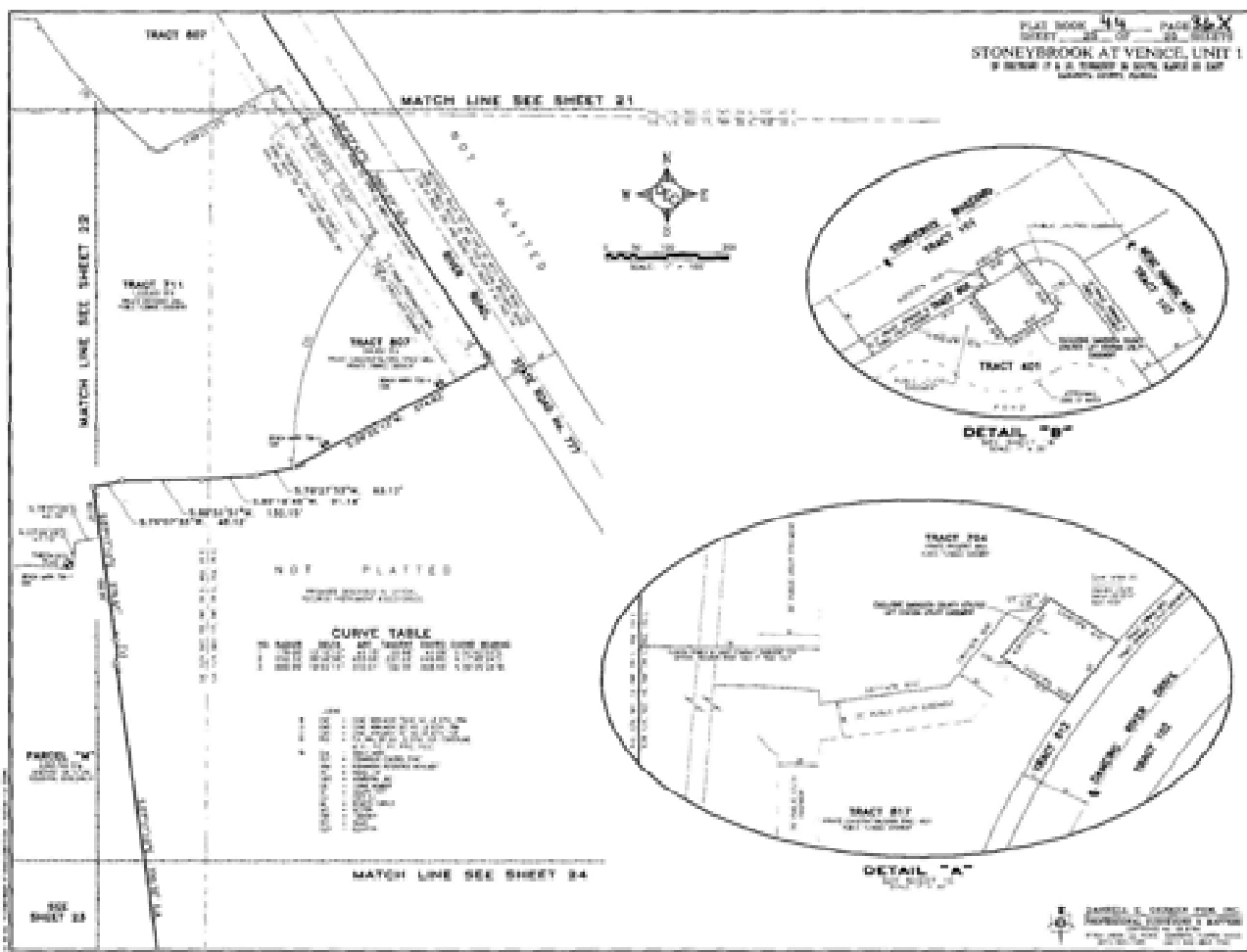
NOT PLATTED

NOT PLATTED

NOT PLATTED

- LEGEND**
- EASEMENT
  - UTILITY LINE
  - ...

Surveyed & ...  
 ...



NOT PLATTED

**CURVE TABLE**

STATION	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.
1+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
2+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
3+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
4+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
5+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
6+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
7+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
8+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
9+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
10+00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	S 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00

PREPARED BY: [Faint text]  
 DATE: [Faint text]

# STONEYBROOK AT VENICE, UNIT 2

PLAT BOOK 415 PAGE 14

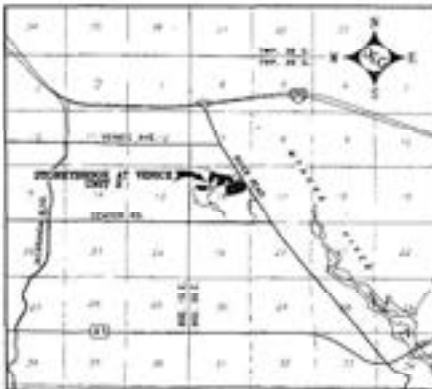
A REPLAT OF PARCELS "E", "F", "G" & "H",  
STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36  
IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST  
SARASOTA COUNTY, FLORIDA

THIS PLAT BOOK 415 PAGE 14  
IS A REPLAT OF PARCELS "E", "F", "G" & "H",  
STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36  
IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST  
SARASOTA COUNTY, FLORIDA

### EXPLANATION OF STATEMENTS

UNIT 2 STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IS A REPLAT OF PARCELS "E", "F", "G" & "H", STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

UNIT 2 STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IS A REPLAT OF PARCELS "E", "F", "G" & "H", STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.



LOCATION MAP

### NOTICE

NOTICE: THIS PLAT BOOK 415 PAGE 14 IS A REPLAT OF PARCELS "E", "F", "G" & "H", STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

### NOTICE

NOTICE: THIS PLAT BOOK 415 PAGE 14 IS A REPLAT OF PARCELS "E", "F", "G" & "H", STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

### CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION  
STATE OF FLORIDA  
COUNTY OF SARASOTA  
I, the undersigned, being duly sworn, do hereby certify that the foregoing is a true and correct copy of the original of the above described plat as the same appears on the files of the County Commission.

*Raymond J. ...*  
County Commissioner

### CERTIFICATE OF APPROVAL OF COUNTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY CLERK  
STATE OF FLORIDA  
COUNTY OF SARASOTA  
I, the undersigned, being duly sworn, do hereby certify that the foregoing is a true and correct copy of the original of the above described plat as the same appears on the files of the County Clerk.

*Fred Miller*  
County Clerk

### CERTIFICATE OF OWNERSHIP AND DEDICATION

CERTIFICATE OF OWNERSHIP AND DEDICATION  
STATE OF FLORIDA  
COUNTY OF SARASOTA  
I, the undersigned, being duly sworn, do hereby certify that the foregoing is a true and correct copy of the original of the above described plat as the same appears on the files of the County Clerk.

*Michael R. ...*  
*Robert L. ...*  
*William K. ...*

### CERTIFICATE OF SURVEYOR

CERTIFICATE OF SURVEYOR  
STATE OF FLORIDA  
COUNTY OF SARASOTA  
I, the undersigned, being duly sworn, do hereby certify that the foregoing is a true and correct copy of the original of the above described plat as the same appears on the files of the County Clerk.

*William K. ...*  
Surveyor



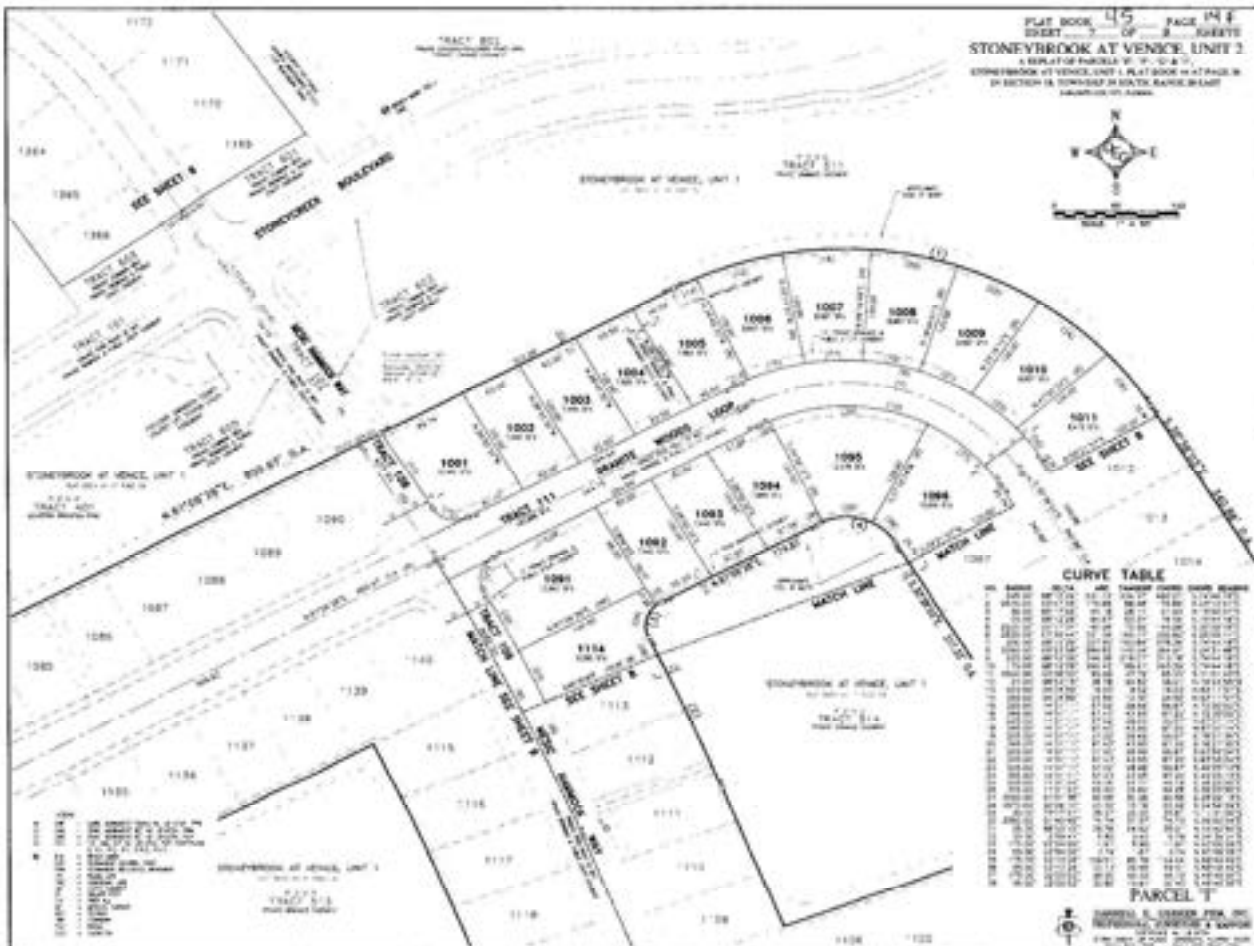








PLAT BOOK 45 PAGE 14 E  
 SHEET 2 OF 8 SHEETS  
**STONEBROOK AT VENICE UNIT 2**  
 A SUBDIVISION OF PARCELS IN T. 28 N. R. 20 W.  
 SECTION 18, TOWNSHIP 28 NORTH, RANGE 20 WEST  
 SANGHVI COUNTY, ILLINOIS



**CURVE TABLE**

STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ARC BEARING	ARC CHORD	ARC AREA
1001	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1002	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1003	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1004	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1005	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1006	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1007	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1008	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1009	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1010	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1011	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1012	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1013	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1014	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1015	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1016	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1017	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1018	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1019	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00
1020	N 89° 45' 00" W	100.00	100.00	89° 45' 00"	100.00	100.00

PARCEL T

STANDARD SPECIFICATIONS  
 FOR  
 SUBDIVISION PLATS  
 OF THE  
 ILLINOIS SURVEYING BOARD  
 1987 EDITION

STONEBROOK AT VENICE UNIT 2  
 PLAT BOOK 45 PAGE 14 E  
 SHEET 2 OF 8 SHEETS

PREPARED BY: [Firm Name]  
 SURVEYOR: [Name]  
 DATE: [Date]



PLAT BOOK 34 52 PAGE 17  
 STONY BROOK AT VENICE, UNIT 2  
 A MAP OF PARCELS IN THE CITY OF STONY BROOK, N.Y.  
 SHOWING THE LOTS AND TRACTS AS SHOWN IN THE  
 RECORDS OF THE OFFICE OF THE CLERK OF THE CITY OF STONY BROOK, N.Y.



**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1000	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1001	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1002	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1003	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1004	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1005	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1006	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1007	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1008	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1009	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1010	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1011	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1012	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1013	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1014	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1015	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1016	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1017	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1018	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1019	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1020	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1021	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1022	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1023	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1024	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1025	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1026	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1027	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1028	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1029	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1030	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1031	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1032	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1033	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1034	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1035	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1036	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1037	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1038	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1039	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1040	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1041	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1042	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1043	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1044	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1045	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1046	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1047	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1048	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1049	N 89° 59' 59" W	100.00	89° 59' 59"	100.00
1050	N 89° 59' 59" W	100.00	89° 59' 59"	100.00

**PARCEL T**  
 PARCEL T, STONY BROOK AT VENICE, UNIT 2, N.Y.  
 SHOWING THE LOTS AND TRACTS AS SHOWN IN THE  
 RECORDS OF THE OFFICE OF THE CLERK OF THE CITY OF STONY BROOK, N.Y.



# STONEYBROOK AT VENICE, UNIT 3

A REPLAT OF PARCELS "A", "B", "C", "D", "H", "J" & "K"  
STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36  
IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND  
SARASOTA COUNTY, FLORIDA

PLAT BOOK 44 PAGE 27  
SHEET 1 OF 1 SHEETS

RECORDED IN PUBLIC RECORDS  
SARASOTA COUNTY, FLORIDA  
DATE 11/11/08  
BOOK 111 PAGE 111

### RESERVATION OF EASEMENTS

WHERE SHOWN HEREON EASEMENTS OF THE KIND SET FORTH HEREIN ARE RESERVED TO THE STATE OF FLORIDA FOR THE PURPOSES OF THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

**TRAVEL EASEMENT** - TRAVEL EASEMENT A CROSSING UNDER THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

**UTILITIES EASEMENT** - UTILITIES EASEMENT A CROSSING UNDER THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

**STATE HIGHWAY EASEMENT** - STATE HIGHWAY EASEMENT A CROSSING UNDER THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

**STATE ROAD EASEMENT** - STATE ROAD EASEMENT A CROSSING UNDER THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

### NOTICE

NOTICE IS HEREBY GIVEN THAT THE STATE OF FLORIDA HAS A CLAIM TO THE EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSES OF THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

THE ABOVE EASEMENTS OF EASEMENTS SHOWN ARE RESERVED TO THE STATE OF FLORIDA FOR THE PURPOSES OF THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

STATE HIGHWAY EASEMENT A CROSSING UNDER THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

STATE ROAD EASEMENT A CROSSING UNDER THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

STATE HIGHWAY EASEMENT A CROSSING UNDER THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.



LOCATION MAP

### NOTES

1. THE STATE OF FLORIDA HAS A CLAIM TO THE EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSES OF THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.
2. THE ABOVE EASEMENTS OF EASEMENTS SHOWN ARE RESERVED TO THE STATE OF FLORIDA FOR THE PURPOSES OF THE STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 20 EAST AND SARASOTA COUNTY, FLORIDA.

### CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

DATE OF PLAT: 11/11/08  
COUNTY OF SARASOTA: FL

I, THE COUNTY COMMISSIONER, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

SARASOTA COUNTY COMMISSIONER  
*[Signature]*

### CERTIFICATE OF APPROVAL OF COUNTY CLERK

DATE OF PLAT: 11/11/08  
COUNTY OF SARASOTA: FL

I, THE COUNTY CLERK, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

SARASOTA COUNTY CLERK  
*[Signature]*

### CERTIFICATE OF OWNERSHIP AND DEDICATION

DATE OF PLAT: 11/11/08  
COUNTY OF SARASOTA: FL

I, THE OWNER, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

OWNER  
*[Signature]*

I, THE SURVEYOR, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

SURVEYOR  
*[Signature]*

I, THE ENGINEER, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

ENGINEER  
*[Signature]*

I, THE ARCHITECT, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

ARCHITECT  
*[Signature]*

I, THE ATTORNEY, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

ATTORNEY  
*[Signature]*

I, THE COUNTY COMMISSIONER, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

SARASOTA COUNTY COMMISSIONER  
*[Signature]*

I, THE COUNTY CLERK, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

SARASOTA COUNTY CLERK  
*[Signature]*

I, THE SURVEYOR, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

SURVEYOR  
*[Signature]*

I, THE ENGINEER, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

ENGINEER  
*[Signature]*

I, THE ARCHITECT, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

ARCHITECT  
*[Signature]*

I, THE ATTORNEY, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

ATTORNEY  
*[Signature]*

### CERTIFICATE OF SURVEYOR

DATE OF PLAT: 11/11/08  
COUNTY OF SARASOTA: FL

I, THE SURVEYOR, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

SURVEYOR  
*[Signature]*

I, THE ENGINEER, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

ENGINEER  
*[Signature]*

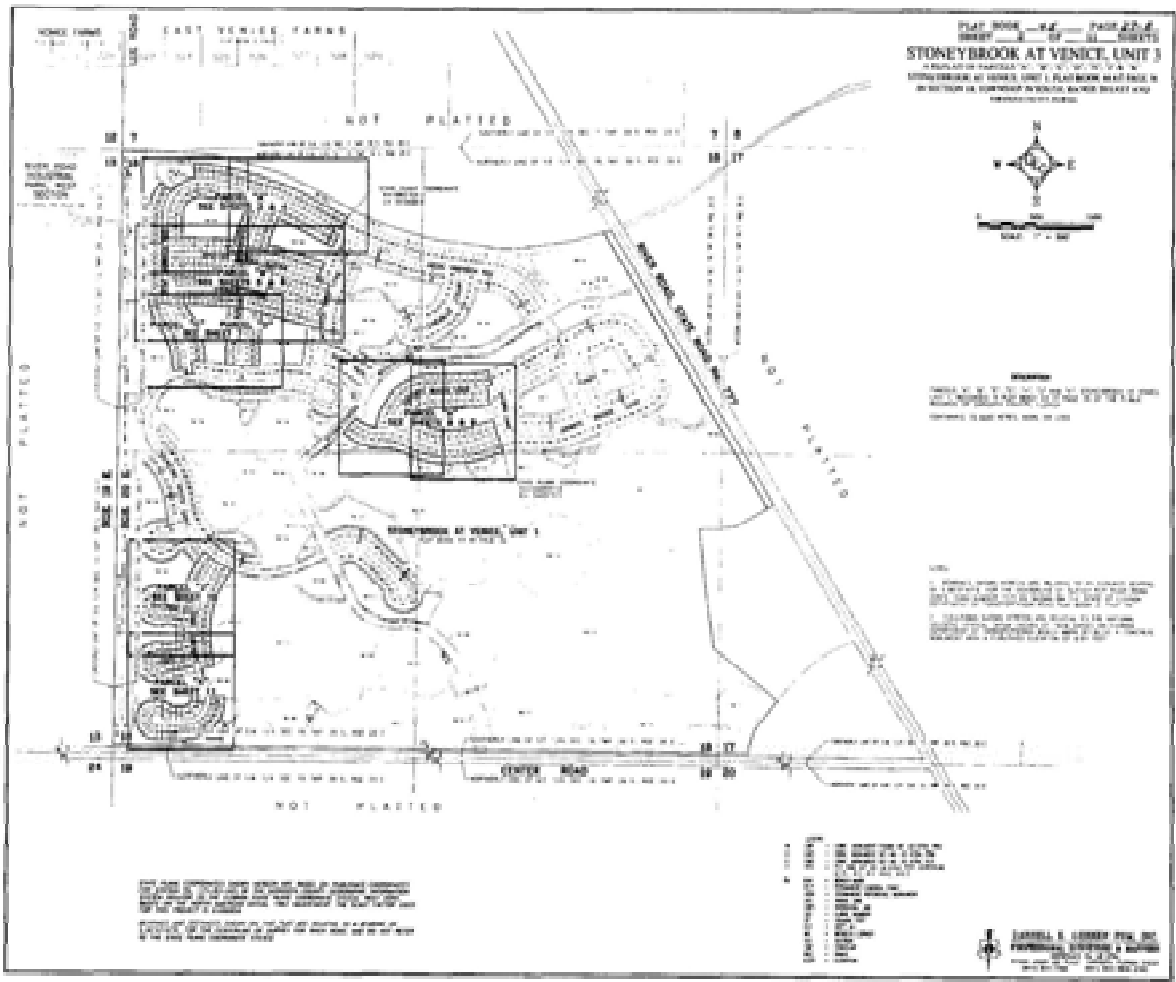
I, THE ARCHITECT, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

ARCHITECT  
*[Signature]*

I, THE ATTORNEY, DO HEREBY APPROVE AND CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 173, F.S., AND THE PLAT IS CORRECT AND COMPLETE.

ATTORNEY  
*[Signature]*

CHASLES E. COOPER, P.E., INC.  
PROFESSIONAL ENGINEER & SURVEYOR  
SARASOTA COUNTY, FLORIDA  
LICENSE NO. 11111

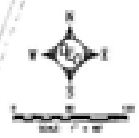
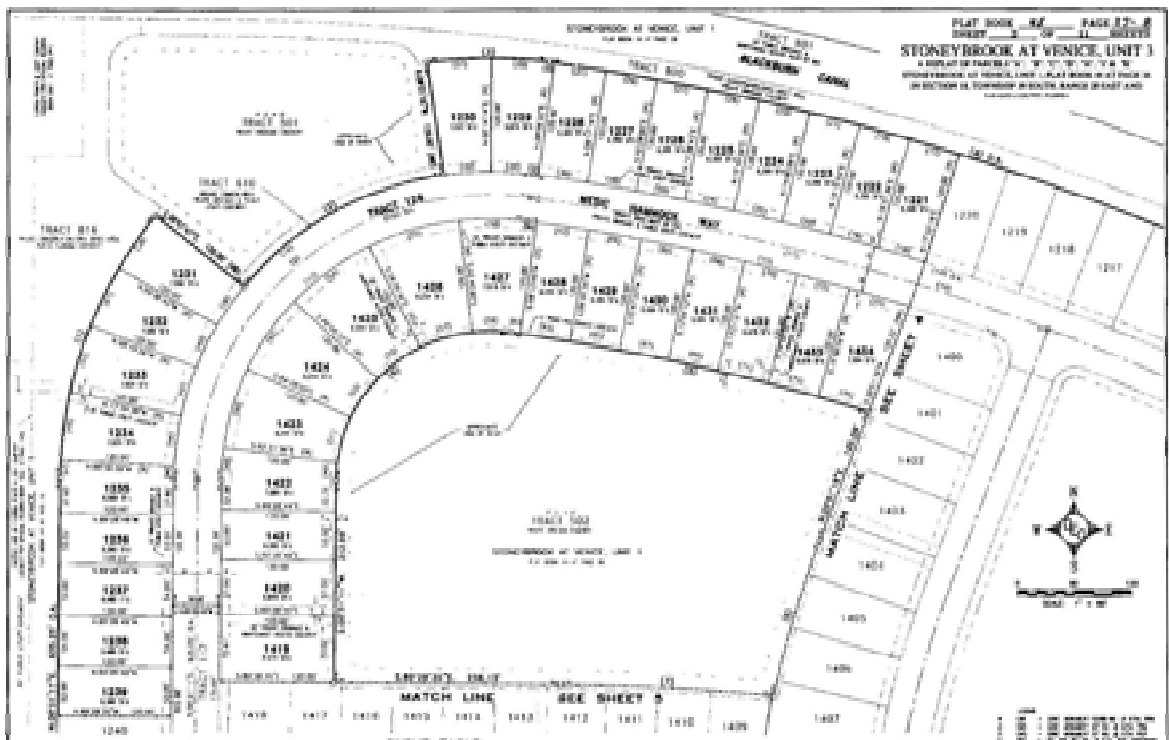


THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED AS THE BASIS FOR THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF ALL ADJACENT PROPERTIES AND UTILITIES.

**LEGEND**  
 1. EXISTING ROAD  
 2. EXISTING UTILITY  
 3. EXISTING STRUCTURE  
 4. EXISTING TREE  
 5. EXISTING FENCE  
 6. EXISTING WALL  
 7. EXISTING CURB  
 8. EXISTING DRIVEWAY  
 9. EXISTING SIDEWALK  
 10. EXISTING PAVEMENT  
 11. EXISTING ASPHALT  
 12. EXISTING CONCRETE  
 13. EXISTING BRICK  
 14. EXISTING STONE  
 15. EXISTING METAL  
 16. EXISTING WOOD  
 17. EXISTING PLASTER  
 18. EXISTING GYPSUM  
 19. EXISTING CEILING  
 20. EXISTING FLOORING  
 21. EXISTING PAINT  
 22. EXISTING STAINING  
 23. EXISTING FINISHING  
 24. EXISTING INSTALLATION  
 25. EXISTING REMOVAL

**JAMES E. JONES, P.E.**  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 12345  
 STATE OF CALIFORNIA  
 1234 MAIN STREET  
 SAN FRANCISCO, CA 94102  
 (415) 555-1234

PLAT BOOK 84 PAGE 27-B  
 SHEET 11  
**STONEY BROOK AT VENICE, UNIT 3**  
 A SUBDIVISION OF PARCELS 1400 TO 1427 IN  
 AN EXTENSION OF STONEY BROOK AT VENICE IN EAST LAKE



**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	STATION
1400	N 0° 00' 00" E	100.00	N 0° 00' 00" E	1400	N 0° 00' 00" E	100.00	N 0° 00' 00" E	1400
1401	N 15° 00' 00" E	100.00	N 15° 00' 00" E	1401	N 15° 00' 00" E	100.00	N 15° 00' 00" E	1401
1402	N 30° 00' 00" E	100.00	N 30° 00' 00" E	1402	N 30° 00' 00" E	100.00	N 30° 00' 00" E	1402
1403	N 45° 00' 00" E	100.00	N 45° 00' 00" E	1403	N 45° 00' 00" E	100.00	N 45° 00' 00" E	1403
1404	N 60° 00' 00" E	100.00	N 60° 00' 00" E	1404	N 60° 00' 00" E	100.00	N 60° 00' 00" E	1404
1405	N 75° 00' 00" E	100.00	N 75° 00' 00" E	1405	N 75° 00' 00" E	100.00	N 75° 00' 00" E	1405
1406	N 90° 00' 00" E	100.00	N 90° 00' 00" E	1406	N 90° 00' 00" E	100.00	N 90° 00' 00" E	1406
1407	N 105° 00' 00" E	100.00	N 105° 00' 00" E	1407	N 105° 00' 00" E	100.00	N 105° 00' 00" E	1407
1408	N 120° 00' 00" E	100.00	N 120° 00' 00" E	1408	N 120° 00' 00" E	100.00	N 120° 00' 00" E	1408
1409	N 135° 00' 00" E	100.00	N 135° 00' 00" E	1409	N 135° 00' 00" E	100.00	N 135° 00' 00" E	1409
1410	N 150° 00' 00" E	100.00	N 150° 00' 00" E	1410	N 150° 00' 00" E	100.00	N 150° 00' 00" E	1410
1411	N 165° 00' 00" E	100.00	N 165° 00' 00" E	1411	N 165° 00' 00" E	100.00	N 165° 00' 00" E	1411
1412	N 180° 00' 00" E	100.00	N 180° 00' 00" E	1412	N 180° 00' 00" E	100.00	N 180° 00' 00" E	1412
1413	N 195° 00' 00" E	100.00	N 195° 00' 00" E	1413	N 195° 00' 00" E	100.00	N 195° 00' 00" E	1413
1414	N 210° 00' 00" E	100.00	N 210° 00' 00" E	1414	N 210° 00' 00" E	100.00	N 210° 00' 00" E	1414
1415	N 225° 00' 00" E	100.00	N 225° 00' 00" E	1415	N 225° 00' 00" E	100.00	N 225° 00' 00" E	1415
1416	N 240° 00' 00" E	100.00	N 240° 00' 00" E	1416	N 240° 00' 00" E	100.00	N 240° 00' 00" E	1416
1417	N 255° 00' 00" E	100.00	N 255° 00' 00" E	1417	N 255° 00' 00" E	100.00	N 255° 00' 00" E	1417
1418	N 270° 00' 00" E	100.00	N 270° 00' 00" E	1418	N 270° 00' 00" E	100.00	N 270° 00' 00" E	1418
1419	N 285° 00' 00" E	100.00	N 285° 00' 00" E	1419	N 285° 00' 00" E	100.00	N 285° 00' 00" E	1419
1420	N 300° 00' 00" E	100.00	N 300° 00' 00" E	1420	N 300° 00' 00" E	100.00	N 300° 00' 00" E	1420
1421	N 315° 00' 00" E	100.00	N 315° 00' 00" E	1421	N 315° 00' 00" E	100.00	N 315° 00' 00" E	1421
1422	N 330° 00' 00" E	100.00	N 330° 00' 00" E	1422	N 330° 00' 00" E	100.00	N 330° 00' 00" E	1422
1423	N 345° 00' 00" E	100.00	N 345° 00' 00" E	1423	N 345° 00' 00" E	100.00	N 345° 00' 00" E	1423
1424	N 360° 00' 00" E	100.00	N 360° 00' 00" E	1424	N 360° 00' 00" E	100.00	N 360° 00' 00" E	1424
1425	N 375° 00' 00" E	100.00	N 375° 00' 00" E	1425	N 375° 00' 00" E	100.00	N 375° 00' 00" E	1425
1426	N 390° 00' 00" E	100.00	N 390° 00' 00" E	1426	N 390° 00' 00" E	100.00	N 390° 00' 00" E	1426
1427	N 405° 00' 00" E	100.00	N 405° 00' 00" E	1427	N 405° 00' 00" E	100.00	N 405° 00' 00" E	1427

**PARCEL "A"**  
 OWNED BY  
 STONEY BROOK AT VENICE, UNIT 3  
 PARCELS 1400 TO 1427











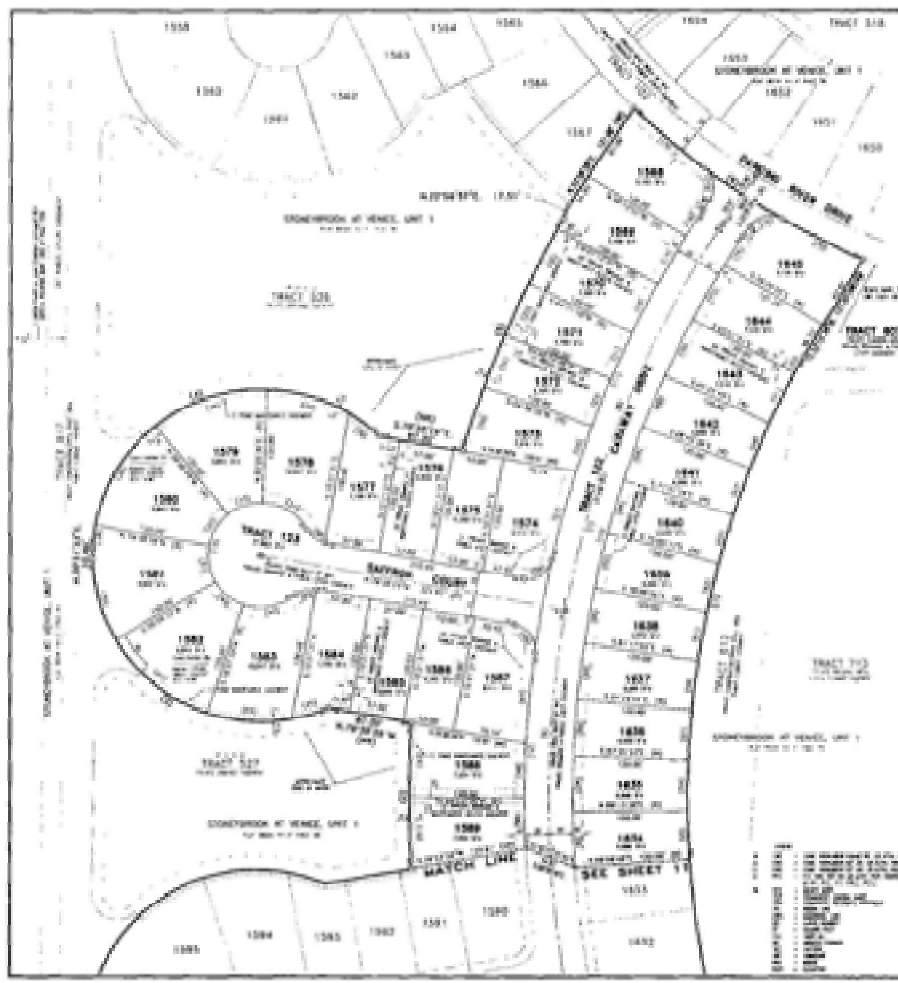


PLAN BOOK 48 PAGE 77  
 STONEYBROOK AT VENICE UNIT 3  
 A DEVELOPMENT OF PARCELS 101, 102, 103, 104 & 105  
 IN SECTION 10, TOWNSHIP 20 NORTH, RANGE 10 EAST 4TH DISTRICT



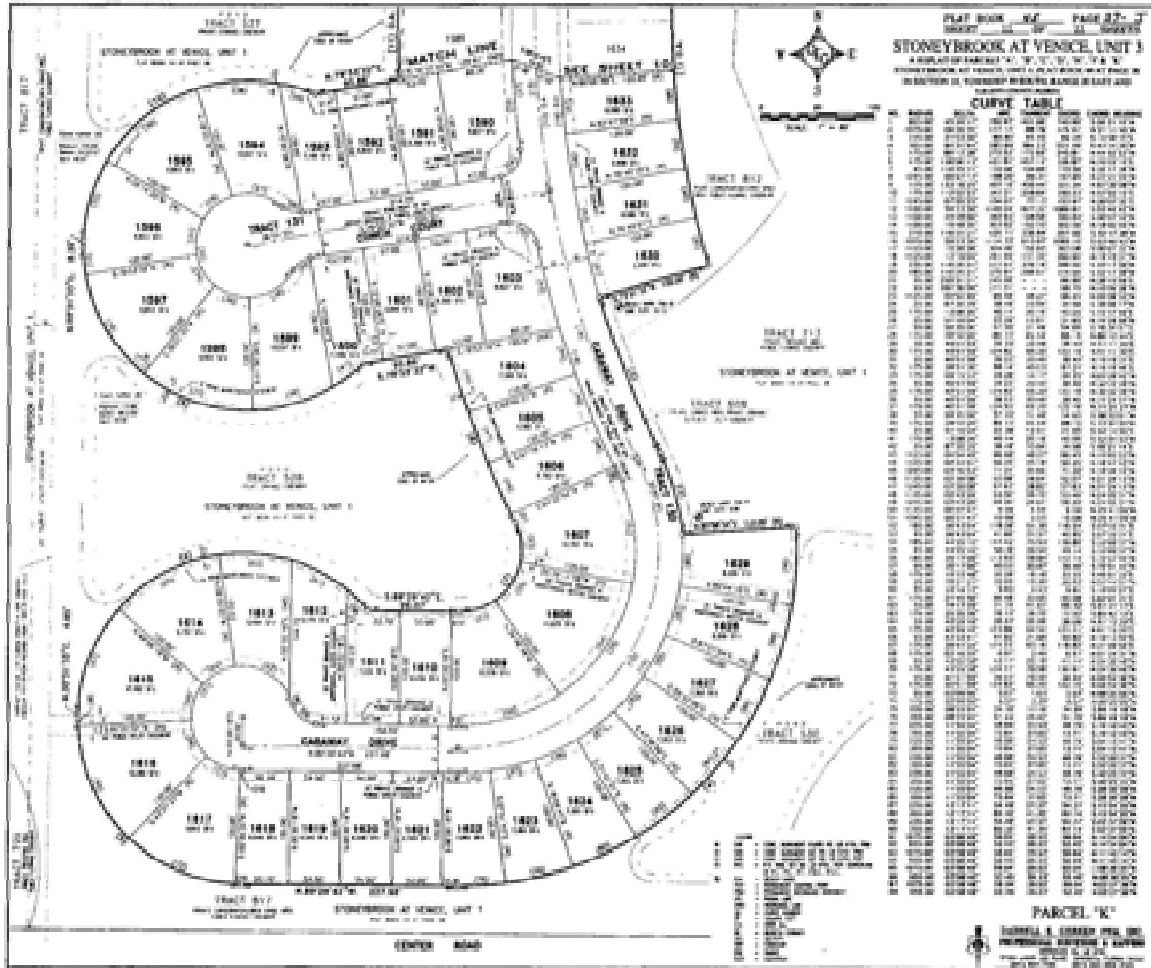
CURVE TABLE

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
101.00	N 0° 00' 00" E	100.00	0° 00' 00"	100.00	S 0° 00' 00" W	100.00	0° 00' 00"	100.00
101.10	N 10° 00' 00" E	100.00	10° 00' 00"	100.00	S 10° 00' 00" W	100.00	10° 00' 00"	100.00
101.20	N 20° 00' 00" E	100.00	20° 00' 00"	100.00	S 20° 00' 00" W	100.00	20° 00' 00"	100.00
101.30	N 30° 00' 00" E	100.00	30° 00' 00"	100.00	S 30° 00' 00" W	100.00	30° 00' 00"	100.00
101.40	N 40° 00' 00" E	100.00	40° 00' 00"	100.00	S 40° 00' 00" W	100.00	40° 00' 00"	100.00
101.50	N 50° 00' 00" E	100.00	50° 00' 00"	100.00	S 50° 00' 00" W	100.00	50° 00' 00"	100.00
101.60	N 60° 00' 00" E	100.00	60° 00' 00"	100.00	S 60° 00' 00" W	100.00	60° 00' 00"	100.00
101.70	N 70° 00' 00" E	100.00	70° 00' 00"	100.00	S 70° 00' 00" W	100.00	70° 00' 00"	100.00
101.80	N 80° 00' 00" E	100.00	80° 00' 00"	100.00	S 80° 00' 00" W	100.00	80° 00' 00"	100.00
101.90	N 90° 00' 00" E	100.00	90° 00' 00"	100.00	S 90° 00' 00" W	100.00	90° 00' 00"	100.00



**PARCEL 101**  
 PARCEL 101, SECTION 10, TOWNSHIP 20 NORTH, RANGE 10 EAST 4TH DISTRICT

PREPARED BY  
 ENGINEER  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 101234  
 DATE: 10/10/2023



PLAT BOOK 44 PAGE 27-2  
 STONEBROOK AT VENICE UNIT 3  
 A SUBDIVISION OF VENICE UNIT 3 PLAT BOOK 44 PAGE 27-2  
 IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 10 EAST 2ND  
 PLANNING NUMBER 10000

**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	ANGLE	AREA
1000	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1001	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1002	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1003	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1004	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1005	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1006	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1007	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1008	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1009	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1010	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1011	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1012	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1013	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1014	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1015	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1016	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1017	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1018	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1019	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1020	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1021	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1022	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1023	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1024	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1025	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1026	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1027	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1028	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1029	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1030	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1031	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1032	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1033	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1034	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1035	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1036	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1037	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1038	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1039	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1040	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1041	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1042	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1043	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1044	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1045	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1046	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1047	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1048	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1049	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1050	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1051	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1052	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1053	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1054	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1055	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1056	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1057	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1058	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1059	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1060	N 89° 59' 59" W	100.00	100.00	90.00	100.00
1061	S 89° 59' 59" E	100.00	100.00	90.00	100.00
1062	N 00° 00' 00" E	100.00	100.00	90.00	100.00
1063	S 00° 00' 00" W	100.00	100.00	90.00	100.00
1064	N 89° 59' 59" W	100.00	100.00	90.00	100.00

PARCEL "K"  
 JOURNAL & ORDER FOR THE  
 RECORDING OFFICE & OFFICE  
 OF THE COUNTY CLERK









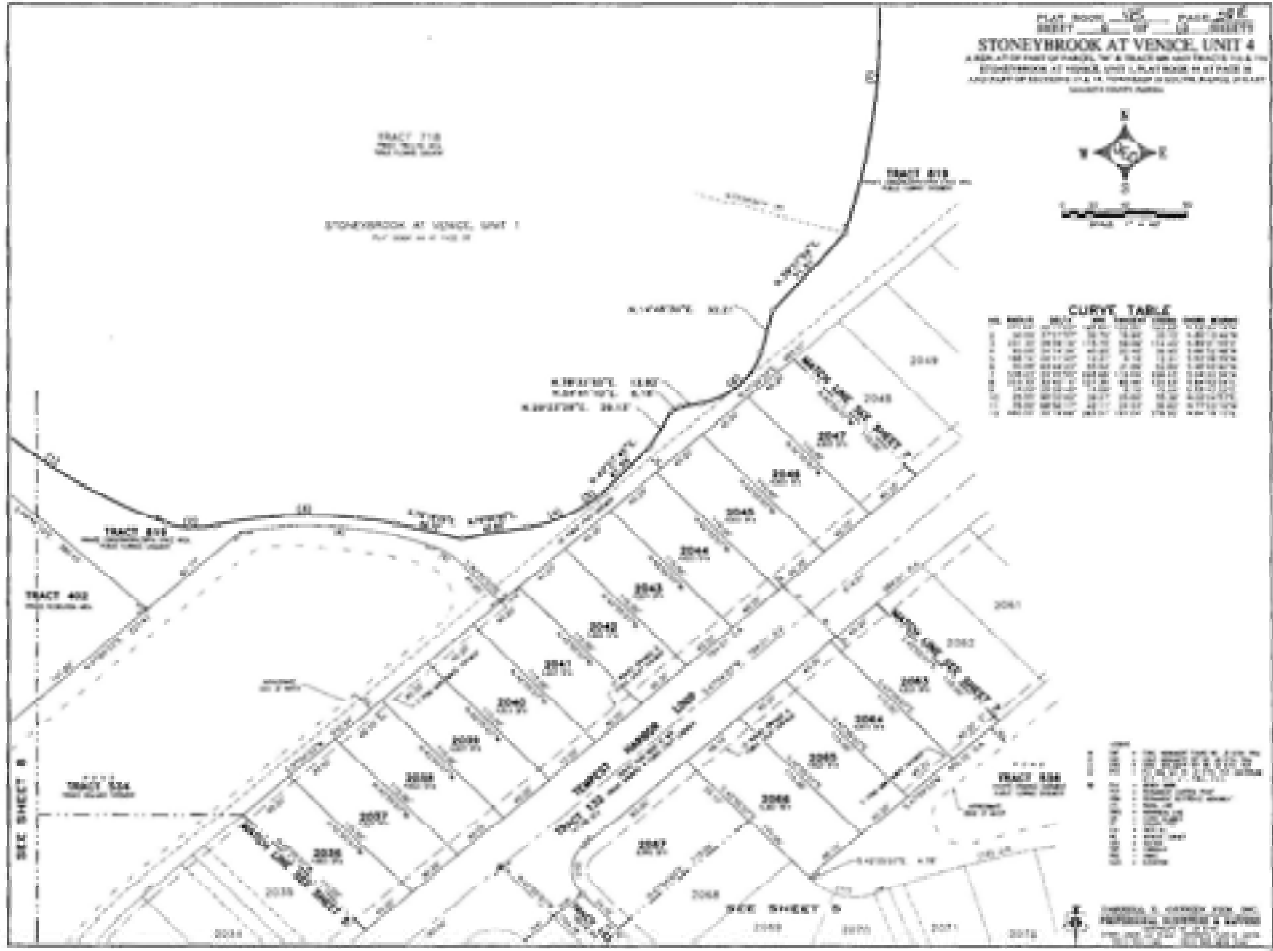


PLAT BOOK 152 PAGE 28E  
 SHEET A OF 10 SHEETS  
**STONEBROOK AT VENICE, UNIT 4**  
 A DEVELOPMENT OF PART OF PARCELS 70 & 71 AND TRACTS 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



**CURVE TABLE**

CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
000°00'00"	0.0000	000°00'00"	0.0000	000°00'00"	0.0000	000°00'00"	0.0000
001°00'00"	0.0175	001°00'00"	0.0175	001°00'00"	0.0175	001°00'00"	0.0175
002°00'00"	0.0350	002°00'00"	0.0350	002°00'00"	0.0350	002°00'00"	0.0350
003°00'00"	0.0525	003°00'00"	0.0525	003°00'00"	0.0525	003°00'00"	0.0525
004°00'00"	0.0700	004°00'00"	0.0700	004°00'00"	0.0700	004°00'00"	0.0700
005°00'00"	0.0875	005°00'00"	0.0875	005°00'00"	0.0875	005°00'00"	0.0875
006°00'00"	0.1050	006°00'00"	0.1050	006°00'00"	0.1050	006°00'00"	0.1050
007°00'00"	0.1225	007°00'00"	0.1225	007°00'00"	0.1225	007°00'00"	0.1225
008°00'00"	0.1400	008°00'00"	0.1400	008°00'00"	0.1400	008°00'00"	0.1400
009°00'00"	0.1575	009°00'00"	0.1575	009°00'00"	0.1575	009°00'00"	0.1575
010°00'00"	0.1750	010°00'00"	0.1750	010°00'00"	0.1750	010°00'00"	0.1750
011°00'00"	0.1925	011°00'00"	0.1925	011°00'00"	0.1925	011°00'00"	0.1925
012°00'00"	0.2100	012°00'00"	0.2100	012°00'00"	0.2100	012°00'00"	0.2100
013°00'00"	0.2275	013°00'00"	0.2275	013°00'00"	0.2275	013°00'00"	0.2275
014°00'00"	0.2450	014°00'00"	0.2450	014°00'00"	0.2450	014°00'00"	0.2450
015°00'00"	0.2625	015°00'00"	0.2625	015°00'00"	0.2625	015°00'00"	0.2625
016°00'00"	0.2800	016°00'00"	0.2800	016°00'00"	0.2800	016°00'00"	0.2800
017°00'00"	0.2975	017°00'00"	0.2975	017°00'00"	0.2975	017°00'00"	0.2975
018°00'00"	0.3150	018°00'00"	0.3150	018°00'00"	0.3150	018°00'00"	0.3150
019°00'00"	0.3325	019°00'00"	0.3325	019°00'00"	0.3325	019°00'00"	0.3325
020°00'00"	0.3500	020°00'00"	0.3500	020°00'00"	0.3500	020°00'00"	0.3500
021°00'00"	0.3675	021°00'00"	0.3675	021°00'00"	0.3675	021°00'00"	0.3675
022°00'00"	0.3850	022°00'00"	0.3850	022°00'00"	0.3850	022°00'00"	0.3850
023°00'00"	0.4025	023°00'00"	0.4025	023°00'00"	0.4025	023°00'00"	0.4025
024°00'00"	0.4200	024°00'00"	0.4200	024°00'00"	0.4200	024°00'00"	0.4200
025°00'00"	0.4375	025°00'00"	0.4375	025°00'00"	0.4375	025°00'00"	0.4375
026°00'00"	0.4550	026°00'00"	0.4550	026°00'00"	0.4550	026°00'00"	0.4550
027°00'00"	0.4725	027°00'00"	0.4725	027°00'00"	0.4725	027°00'00"	0.4725
028°00'00"	0.4900	028°00'00"	0.4900	028°00'00"	0.4900	028°00'00"	0.4900
029°00'00"	0.5075	029°00'00"	0.5075	029°00'00"	0.5075	029°00'00"	0.5075
030°00'00"	0.5250	030°00'00"	0.5250	030°00'00"	0.5250	030°00'00"	0.5250
031°00'00"	0.5425	031°00'00"	0.5425	031°00'00"	0.5425	031°00'00"	0.5425
032°00'00"	0.5600	032°00'00"	0.5600	032°00'00"	0.5600	032°00'00"	0.5600
033°00'00"	0.5775	033°00'00"	0.5775	033°00'00"	0.5775	033°00'00"	0.5775
034°00'00"	0.5950	034°00'00"	0.5950	034°00'00"	0.5950	034°00'00"	0.5950
035°00'00"	0.6125	035°00'00"	0.6125	035°00'00"	0.6125	035°00'00"	0.6125
036°00'00"	0.6300	036°00'00"	0.6300	036°00'00"	0.6300	036°00'00"	0.6300
037°00'00"	0.6475	037°00'00"	0.6475	037°00'00"	0.6475	037°00'00"	0.6475
038°00'00"	0.6650	038°00'00"	0.6650	038°00'00"	0.6650	038°00'00"	0.6650
039°00'00"	0.6825	039°00'00"	0.6825	039°00'00"	0.6825	039°00'00"	0.6825
040°00'00"	0.7000	040°00'00"	0.7000	040°00'00"	0.7000	040°00'00"	0.7000



ENGINEER'S CERTIFICATE  
 I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE APPLICANT.  
 DATE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

ENGINEER'S CERTIFICATE  
 I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE APPLICANT.  
 DATE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

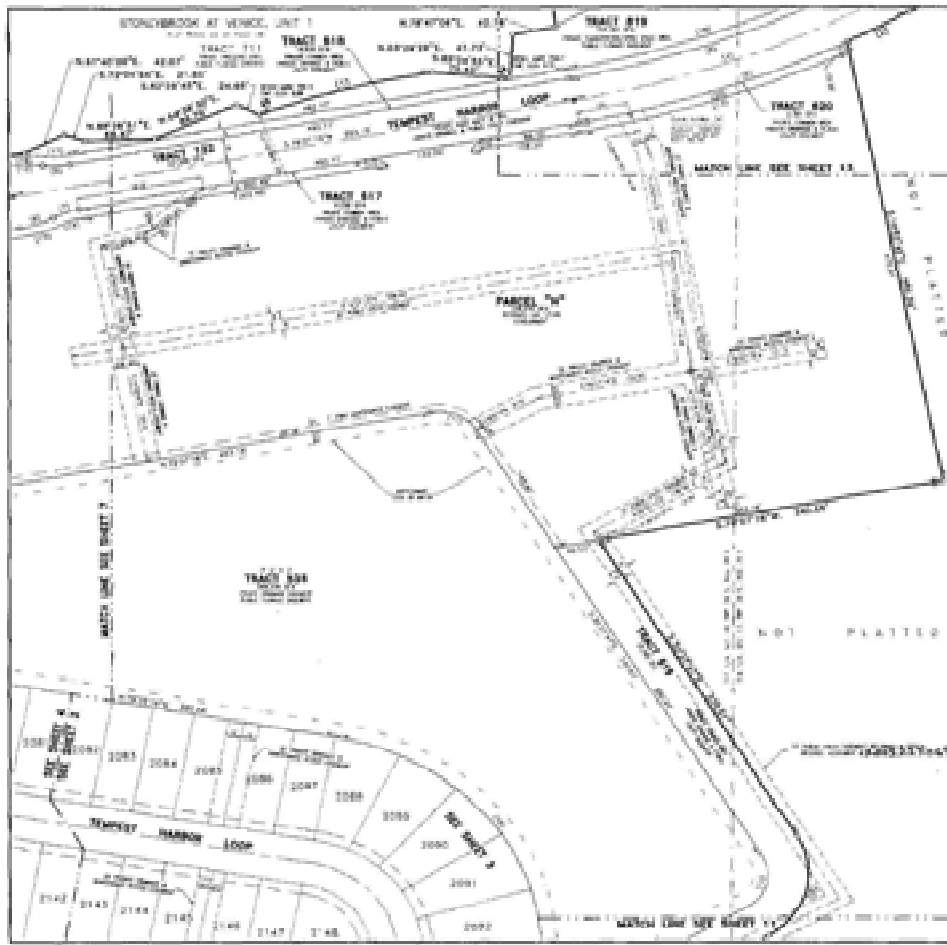












PLAN BOOK 100 Page 28  
 STONEBROOK AT VENICE, UNIT 4  
 AREA AND TRACTS FOR PARCELS 101 TO 1000 AND TRACTS 210 TO 219  
 AND PART OF SECTION 1 & 2 IN TOWNSHIP 10 NORTH, RANGE 10 EAST



**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
101	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00
102	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00
103	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00
104	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00
105	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00
106	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00
107	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00
108	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00
109	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00
110	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00	N 00° 00' 00" E	100.00	S 00° 00' 00" W	100.00

101 102 103 104 105 106 107 108 109 110  
 111 112 113 114 115 116 117 118 119 120  
 121 122 123 124 125 126 127 128 129 130  
 131 132 133 134 135 136 137 138 139 140  
 141 142 143 144 145 146 147 148 149 150  
 151 152 153 154 155 156 157 158 159 160  
 161 162 163 164 165 166 167 168 169 170  
 171 172 173 174 175 176 177 178 179 180  
 181 182 183 184 185 186 187 188 189 190  
 191 192 193 194 195 196 197 198 199 200  
 201 202 203 204 205 206 207 208 209 210  
 211 212 213 214 215 216 217 218 219 220  
 221 222 223 224 225 226 227 228 229 230  
 231 232 233 234 235 236 237 238 239 240  
 241 242 243 244 245 246 247 248 249 250  
 251 252 253 254 255 256 257 258 259 260  
 261 262 263 264 265 266 267 268 269 270  
 271 272 273 274 275 276 277 278 279 280  
 281 282 283 284 285 286 287 288 289 290  
 291 292 293 294 295 296 297 298 299 300  
 301 302 303 304 305 306 307 308 309 310  
 311 312 313 314 315 316 317 318 319 320  
 321 322 323 324 325 326 327 328 329 330  
 331 332 333 334 335 336 337 338 339 340  
 341 342 343 344 345 346 347 348 349 350  
 351 352 353 354 355 356 357 358 359 360  
 361 362 363 364 365 366 367 368 369 370  
 371 372 373 374 375 376 377 378 379 380  
 381 382 383 384 385 386 387 388 389 390  
 391 392 393 394 395 396 397 398 399 400  
 401 402 403 404 405 406 407 408 409 410  
 411 412 413 414 415 416 417 418 419 420  
 421 422 423 424 425 426 427 428 429 430  
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 441 442 443 444 445 446 447 448 449 450  
 451 452 453 454 455 456 457 458 459 460  
 461 462 463 464 465 466 467 468 469 470  
 471 472 473 474 475 476 477 478 479 480  
 481 482 483 484 485 486 487 488 489 490  
 491 492 493 494 495 496 497 498 499 500  
 501 502 503 504 505 506 507 508 509 510  
 511 512 513 514 515 516 517 518 519 520  
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 571 572 573 574 575 576 577 578 579 580  
 581 582 583 584 585 586 587 588 589 590  
 591 592 593 594 595 596 597 598 599 600  
 601 602 603 604 605 606 607 608 609 610  
 611 612 613 614 615 616 617 618 619 620  
 621 622 623 624 625 626 627 628 629 630  
 631 632 633 634 635 636 637 638 639 640  
 641 642 643 644 645 646 647 648 649 650  
 651 652 653 654 655 656 657 658 659 660  
 661 662 663 664 665 666 667 668 669 670  
 671 672 673 674 675 676 677 678 679 680  
 681 682 683 684 685 686 687 688 689 690  
 691 692 693 694 695 696 697 698 699 700  
 701 702 703 704 705 706 707 708 709 710  
 711 712 713 714 715 716 717 718 719 720  
 721 722 723 724 725 726 727 728 729 730  
 731 732 733 734 735 736 737 738 739 740  
 741 742 743 744 745 746 747 748 749 750  
 751 752 753 754 755 756 757 758 759 760  
 761 762 763 764 765 766 767 768 769 770  
 771 772 773 774 775 776 777 778 779 780  
 781 782 783 784 785 786 787 788 789 790  
 791 792 793 794 795 796 797 798 799 800  
 801 802 803 804 805 806 807 808 809 810  
 811 812 813 814 815 816 817 818 819 820  
 821 822 823 824 825 826 827 828 829 830  
 831 832 833 834 835 836 837 838 839 840  
 841 842 843 844 845 846 847 848 849 850  
 851 852 853 854 855 856 857 858 859 860  
 861 862 863 864 865 866 867 868 869 870  
 871 872 873 874 875 876 877 878 879 880  
 881 882 883 884 885 886 887 888 889 890  
 891 892 893 894 895 896 897 898 899 900  
 901 902 903 904 905 906 907 908 909 910  
 911 912 913 914 915 916 917 918 919 920  
 921 922 923 924 925 926 927 928 929 930  
 931 932 933 934 935 936 937 938 939 940  
 941 942 943 944 945 946 947 948 949 950  
 951 952 953 954 955 956 957 958 959 960  
 961 962 963 964 965 966 967 968 969 970  
 971 972 973 974 975 976 977 978 979 980  
 981 982 983 984 985 986 987 988 989 990  
 991 992 993 994 995 996 997 998 999 1000

PREPARED BY  
 ENGINEER  
 1000 10th Street, N.W.  
 WASHINGTON, D.C. 20004  
 202-462-1000



# STONEYBROOK AT VENICE, UNIT 5

A REPLAT OF PARCEL "L" AND PART OF TRACTS 607 & 809  
 STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36  
 IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 20 EAST  
 SARASOTA COUNTY, FLORIDA

PLAT BOOK 44 PAGE 36  
 PLAT BOOK 44 PAGE 36  
 PLAT BOOK 44 PAGE 36  
 PLAT BOOK 44 PAGE 36  
 PLAT BOOK 44 PAGE 36  
 PLAT BOOK 44 PAGE 36

### RESERVATION OF EASEMENTS

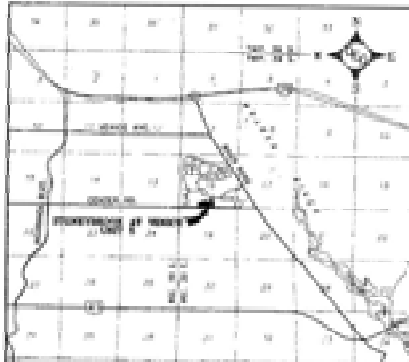
1. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS IN THE FOLLOWING TRACTS, TO-WIT: TRACTS 607 & 809, STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

2. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS IN THE FOLLOWING TRACTS, TO-WIT: TRACTS 607 & 809, STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

3. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS IN THE FOLLOWING TRACTS, TO-WIT: TRACTS 607 & 809, STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

4. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS IN THE FOLLOWING TRACTS, TO-WIT: TRACTS 607 & 809, STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

5. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS IN THE FOLLOWING TRACTS, TO-WIT: TRACTS 607 & 809, STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.



LOCATION MAP  
 AS SHOWN

### NOTES

1. THIS IS A REPLAT OF PARCEL "L" AND PART OF TRACTS 607 & 809, STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

2. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS IN THE FOLLOWING TRACTS, TO-WIT: TRACTS 607 & 809, STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

3. THE PROPERTY HEREIN DESCRIBED IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS IN THE FOLLOWING TRACTS, TO-WIT: TRACTS 607 & 809, STONEYBROOK AT VENICE, UNIT 1, PLAT BOOK 44 AT PAGE 36, IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

### CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA  
 COUNTY OF SARASOTA  
 I, Christina Beck, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this 10th day of February, 2010.

*Christina Beck*  
 County Clerk

### CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA  
 COUNTY OF SARASOTA  
 I, John D. Smith, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this 10th day of February, 2010.

*John D. Smith*  
 County Clerk

*John D. Smith*  
 County Clerk

STATE OF FLORIDA  
 COUNTY OF SARASOTA  
 I, John D. Smith, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this 10th day of February, 2010.

*John D. Smith*  
 County Clerk

### CERTIFICATE OF SUBMITTER

STATE OF FLORIDA  
 COUNTY OF SARASOTA  
 I, John D. Smith, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this 10th day of February, 2010.

*John D. Smith*  
 County Clerk

### CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

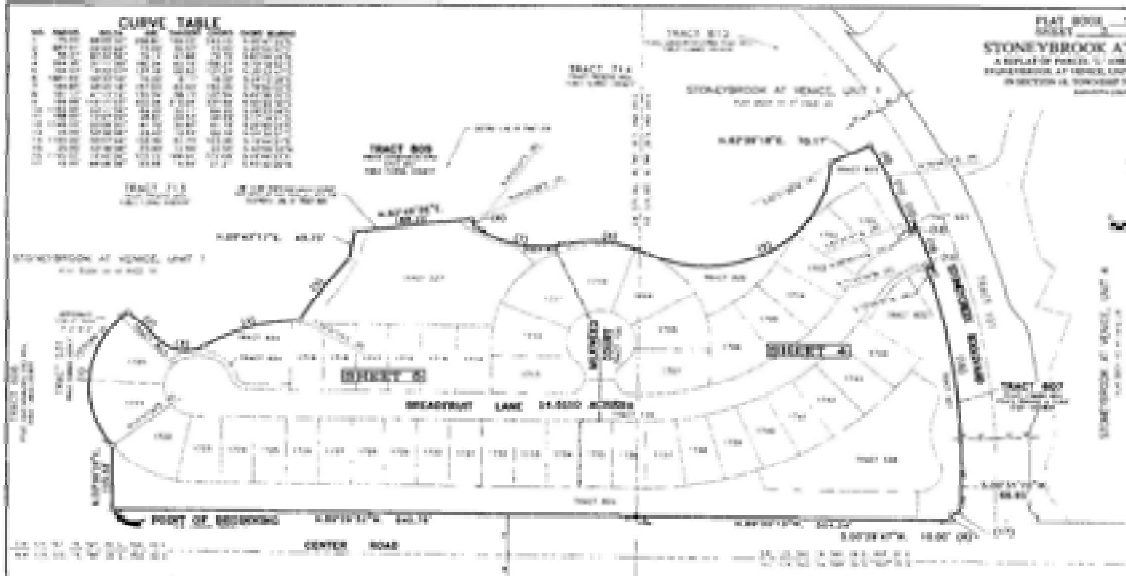
STATE OF FLORIDA  
 COUNTY OF SARASOTA  
 I, John D. Smith, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this 10th day of February, 2010.

*John D. Smith*  
 County Clerk





**STONEBROOK AT VENICE, UNIT 5**  
A PART OF PARCEL 1, ONE PART OF PARCELS 2 AND  
EXEMPTION AT VENICE, UNIT 1, PLAT BOOK 117, PAGE 11  
IN SECTION 16, TOWNSHIP 35 NORTH, RANGE 12 EAST



**CURVE TABLE**

NO.	STATIONING	CHORD	ANGLE	AREA
1	100+00 TO 100+00	0.00	0.00	0.00
2	100+00 TO 100+00	0.00	0.00	0.00
3	100+00 TO 100+00	0.00	0.00	0.00
4	100+00 TO 100+00	0.00	0.00	0.00
5	100+00 TO 100+00	0.00	0.00	0.00
6	100+00 TO 100+00	0.00	0.00	0.00
7	100+00 TO 100+00	0.00	0.00	0.00
8	100+00 TO 100+00	0.00	0.00	0.00
9	100+00 TO 100+00	0.00	0.00	0.00
10	100+00 TO 100+00	0.00	0.00	0.00
11	100+00 TO 100+00	0.00	0.00	0.00
12	100+00 TO 100+00	0.00	0.00	0.00
13	100+00 TO 100+00	0.00	0.00	0.00
14	100+00 TO 100+00	0.00	0.00	0.00
15	100+00 TO 100+00	0.00	0.00	0.00
16	100+00 TO 100+00	0.00	0.00	0.00
17	100+00 TO 100+00	0.00	0.00	0.00
18	100+00 TO 100+00	0.00	0.00	0.00
19	100+00 TO 100+00	0.00	0.00	0.00
20	100+00 TO 100+00	0.00	0.00	0.00
21	100+00 TO 100+00	0.00	0.00	0.00
22	100+00 TO 100+00	0.00	0.00	0.00
23	100+00 TO 100+00	0.00	0.00	0.00
24	100+00 TO 100+00	0.00	0.00	0.00
25	100+00 TO 100+00	0.00	0.00	0.00
26	100+00 TO 100+00	0.00	0.00	0.00
27	100+00 TO 100+00	0.00	0.00	0.00
28	100+00 TO 100+00	0.00	0.00	0.00
29	100+00 TO 100+00	0.00	0.00	0.00
30	100+00 TO 100+00	0.00	0.00	0.00
31	100+00 TO 100+00	0.00	0.00	0.00
32	100+00 TO 100+00	0.00	0.00	0.00
33	100+00 TO 100+00	0.00	0.00	0.00
34	100+00 TO 100+00	0.00	0.00	0.00
35	100+00 TO 100+00	0.00	0.00	0.00
36	100+00 TO 100+00	0.00	0.00	0.00
37	100+00 TO 100+00	0.00	0.00	0.00
38	100+00 TO 100+00	0.00	0.00	0.00
39	100+00 TO 100+00	0.00	0.00	0.00
40	100+00 TO 100+00	0.00	0.00	0.00
41	100+00 TO 100+00	0.00	0.00	0.00
42	100+00 TO 100+00	0.00	0.00	0.00
43	100+00 TO 100+00	0.00	0.00	0.00
44	100+00 TO 100+00	0.00	0.00	0.00
45	100+00 TO 100+00	0.00	0.00	0.00
46	100+00 TO 100+00	0.00	0.00	0.00
47	100+00 TO 100+00	0.00	0.00	0.00
48	100+00 TO 100+00	0.00	0.00	0.00
49	100+00 TO 100+00	0.00	0.00	0.00
50	100+00 TO 100+00	0.00	0.00	0.00
51	100+00 TO 100+00	0.00	0.00	0.00
52	100+00 TO 100+00	0.00	0.00	0.00
53	100+00 TO 100+00	0.00	0.00	0.00
54	100+00 TO 100+00	0.00	0.00	0.00
55	100+00 TO 100+00	0.00	0.00	0.00
56	100+00 TO 100+00	0.00	0.00	0.00
57	100+00 TO 100+00	0.00	0.00	0.00
58	100+00 TO 100+00	0.00	0.00	0.00
59	100+00 TO 100+00	0.00	0.00	0.00
60	100+00 TO 100+00	0.00	0.00	0.00
61	100+00 TO 100+00	0.00	0.00	0.00
62	100+00 TO 100+00	0.00	0.00	0.00
63	100+00 TO 100+00	0.00	0.00	0.00
64	100+00 TO 100+00	0.00	0.00	0.00
65	100+00 TO 100+00	0.00	0.00	0.00
66	100+00 TO 100+00	0.00	0.00	0.00
67	100+00 TO 100+00	0.00	0.00	0.00
68	100+00 TO 100+00	0.00	0.00	0.00
69	100+00 TO 100+00	0.00	0.00	0.00
70	100+00 TO 100+00	0.00	0.00	0.00
71	100+00 TO 100+00	0.00	0.00	0.00
72	100+00 TO 100+00	0.00	0.00	0.00
73	100+00 TO 100+00	0.00	0.00	0.00
74	100+00 TO 100+00	0.00	0.00	0.00
75	100+00 TO 100+00	0.00	0.00	0.00
76	100+00 TO 100+00	0.00	0.00	0.00
77	100+00 TO 100+00	0.00	0.00	0.00
78	100+00 TO 100+00	0.00	0.00	0.00
79	100+00 TO 100+00	0.00	0.00	0.00
80	100+00 TO 100+00	0.00	0.00	0.00
81	100+00 TO 100+00	0.00	0.00	0.00
82	100+00 TO 100+00	0.00	0.00	0.00
83	100+00 TO 100+00	0.00	0.00	0.00
84	100+00 TO 100+00	0.00	0.00	0.00
85	100+00 TO 100+00	0.00	0.00	0.00
86	100+00 TO 100+00	0.00	0.00	0.00
87	100+00 TO 100+00	0.00	0.00	0.00
88	100+00 TO 100+00	0.00	0.00	0.00
89	100+00 TO 100+00	0.00	0.00	0.00
90	100+00 TO 100+00	0.00	0.00	0.00
91	100+00 TO 100+00	0.00	0.00	0.00
92	100+00 TO 100+00	0.00	0.00	0.00
93	100+00 TO 100+00	0.00	0.00	0.00
94	100+00 TO 100+00	0.00	0.00	0.00
95	100+00 TO 100+00	0.00	0.00	0.00
96	100+00 TO 100+00	0.00	0.00	0.00
97	100+00 TO 100+00	0.00	0.00	0.00
98	100+00 TO 100+00	0.00	0.00	0.00
99	100+00 TO 100+00	0.00	0.00	0.00
100	100+00 TO 100+00	0.00	0.00	0.00

**DESCRIPTION**  
THIS PLAN SHOWS THE LOTS AND STREETS OF UNIT 5, STONEBROOK AT VENICE, A PART OF PARCEL 1, ONE PART OF PARCELS 2 AND EXEMPTION AT VENICE, UNIT 1, PLAT BOOK 117, PAGE 11, IN SECTION 16, TOWNSHIP 35 NORTH, RANGE 12 EAST. THE LOTS ARE BOUNDARY SURVEYED AND THE STREETS ARE BOUNDARY SURVEYED. THE POINT OF BEGINNING IS AT THE INTERSECTION OF CENTER ROAD AND BREADFRUIT LANE. THE AREA OF THE UNIT IS 14.6520 ACRES.

**DESCRIPTION CONTINUED**  
THE LOTS ARE BOUNDARY SURVEYED AND THE STREETS ARE BOUNDARY SURVEYED. THE POINT OF BEGINNING IS AT THE INTERSECTION OF CENTER ROAD AND BREADFRUIT LANE. THE AREA OF THE UNIT IS 14.6520 ACRES. THE LOTS ARE BOUNDARY SURVEYED AND THE STREETS ARE BOUNDARY SURVEYED. THE POINT OF BEGINNING IS AT THE INTERSECTION OF CENTER ROAD AND BREADFRUIT LANE. THE AREA OF THE UNIT IS 14.6520 ACRES.

UNIT 5, STONEBROOK AT VENICE, A PART OF PARCEL 1, ONE PART OF PARCELS 2 AND EXEMPTION AT VENICE, UNIT 1, PLAT BOOK 117, PAGE 11, IN SECTION 16, TOWNSHIP 35 NORTH, RANGE 12 EAST.





STATE & FFLA 2000  
REVISED 12/2000  
PLAT BOOK 45 OF 4  
PAGE 36

### STONEBROOK AT VENICE, UNIT 3A

PLAT BOOK 45 OF 4  
PAGE 36

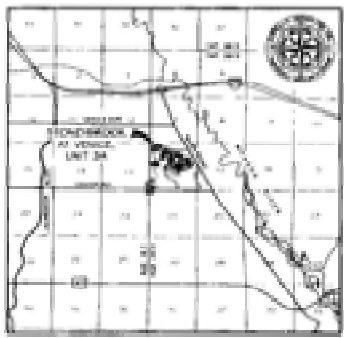
A REPLAT OF LOTS 1248 THROUGH 1241 AND LOTS 1400  
THROUGH 1434, STONEBROOK AT VENICE, UNIT 3,  
PLAT BOOK 45 AT PAGE 27, IN  
SECTION 06, TOWNSHIP 28 SOUTH, RANGE 20 EAST  
BARBUDA COUNTY, FLORIDA

#### DESCRIPTION

THIS IS A REPLAT OF LOTS 1248 THROUGH 1241 AND LOTS 1400 THROUGH 1434, STONEBROOK AT VENICE, UNIT 3, PLAT BOOK 45 AT PAGE 27, IN SECTION 06, TOWNSHIP 28 SOUTH, RANGE 20 EAST, BARBUDA COUNTY, FLORIDA.

#### CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA  
COUNTY OF BARBUDA  
I, Steph J. DeLeon, County Commissioner, do hereby certify that the above described plat has been approved by the County Commission on this day of August, 2000.



LOCATION MAP

#### RESERVATION OF DOCUMENTS

NOTICE IS HEREBY GIVEN THAT THE ORIGINAL RECORDS OF THIS PROJECT HAVE BEEN DEPOSITED WITH THE COUNTY CLERK OF BARBUDA COUNTY, FLORIDA, AND WILL BE AVAILABLE FOR INSPECTION AND REPRODUCTION AT ANY TIME UPON REQUEST AND PAYMENT OF THE APPROPRIATE FEE.

CONVEYANCES  
CONVEYANCES MADE PURSUANT TO THIS INSTRUMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE INSTRUMENTS REFERRED TO IN THIS INSTRUMENT.

CONVEYANCES  
CONVEYANCES MADE PURSUANT TO THIS INSTRUMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE INSTRUMENTS REFERRED TO IN THIS INSTRUMENT.

#### NOTICE

NOTICE IS HEREBY GIVEN THAT THE ORIGINAL RECORDS OF THIS PROJECT HAVE BEEN DEPOSITED WITH THE COUNTY CLERK OF BARBUDA COUNTY, FLORIDA, AND WILL BE AVAILABLE FOR INSPECTION AND REPRODUCTION AT ANY TIME UPON REQUEST AND PAYMENT OF THE APPROPRIATE FEE.

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#### CERTIFICATE OF OVERSIGHT AND MEDIATION

STATE OF FLORIDA  
COUNTY OF BARBUDA  
I, Steph J. DeLeon, County Commissioner, do hereby certify that the above described plat has been approved by the County Commission on this day of August, 2000.

NOTICE IS HEREBY GIVEN THAT THE ORIGINAL RECORDS OF THIS PROJECT HAVE BEEN DEPOSITED WITH THE COUNTY CLERK OF BARBUDA COUNTY, FLORIDA, AND WILL BE AVAILABLE FOR INSPECTION AND REPRODUCTION AT ANY TIME UPON REQUEST AND PAYMENT OF THE APPROPRIATE FEE.

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#### CERTIFICATE OF SURVEY

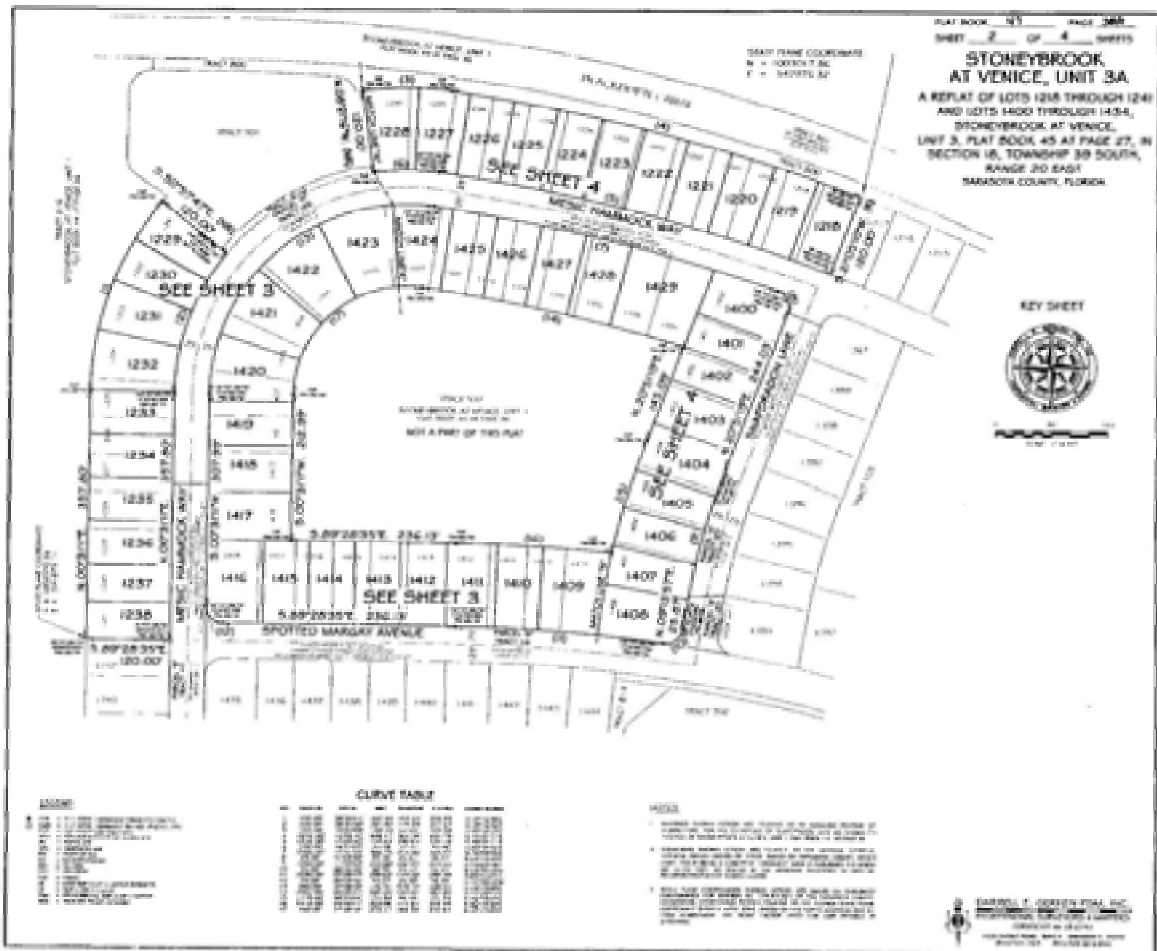
I, Steph J. DeLeon, County Commissioner, do hereby certify that the above described plat has been approved by the County Commission on this day of August, 2000.

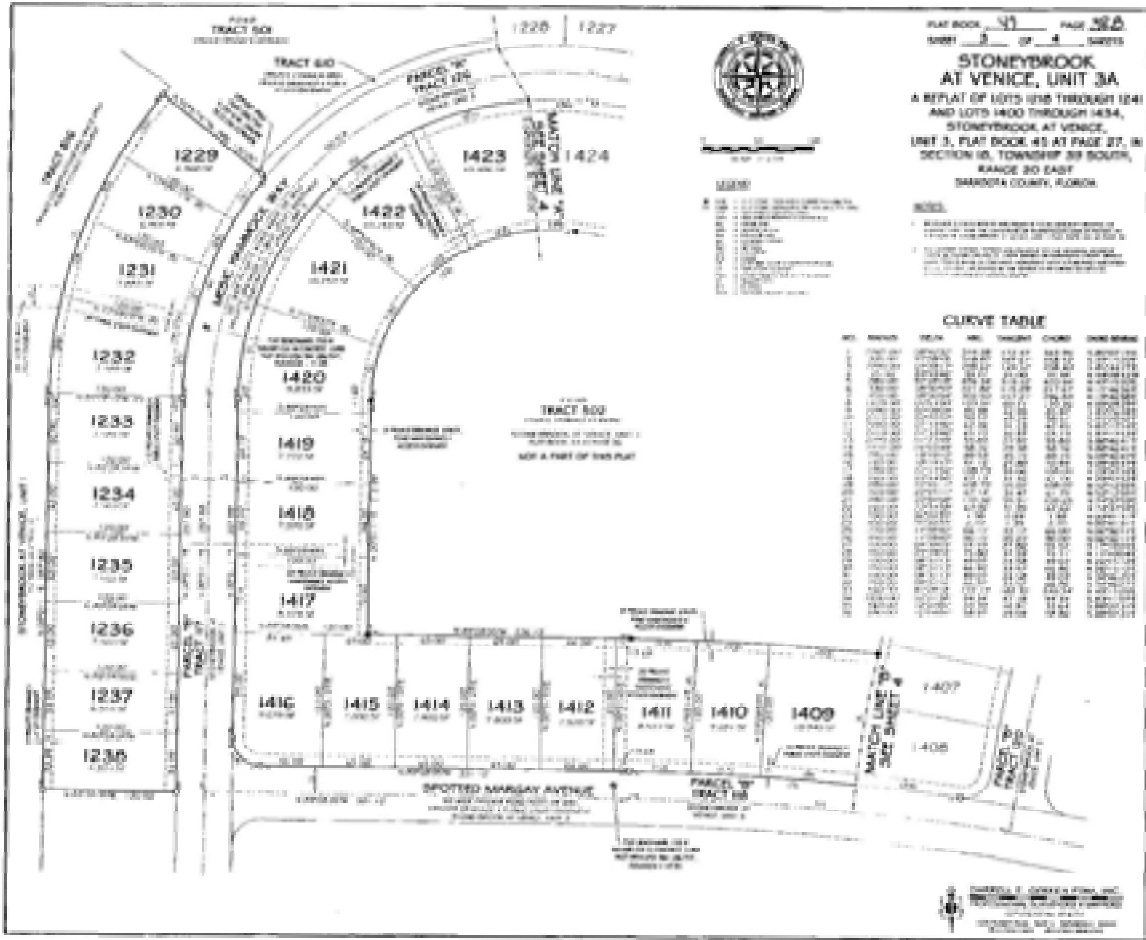
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#### CERTIFICATE OF REVIEW OF COUNTY SURVEYOR

I, Steph J. DeLeon, County Commissioner, do hereby certify that the above described plat has been approved by the County Commission on this day of August, 2000.

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PLAN BOOK 31 PAGE 58D  
 SHEET 3 OF 4 SHEETS  
**STONEYBROOK AT VENICE, UNIT 3A**  
 A REPLAT OF LOTS 1229 THROUGH 1241  
 AND LOTS 1400 THROUGH 1434,  
 STONEYBROOK AT VENICE,  
 UNIT 3, PLAN BOOK 45 AT PAGE 27, IN  
 SECTION 16, TOWNSHIP 33 SOUTH,  
 RANGE 20 EAST  
 SARASOTA COUNTY, FLORIDA

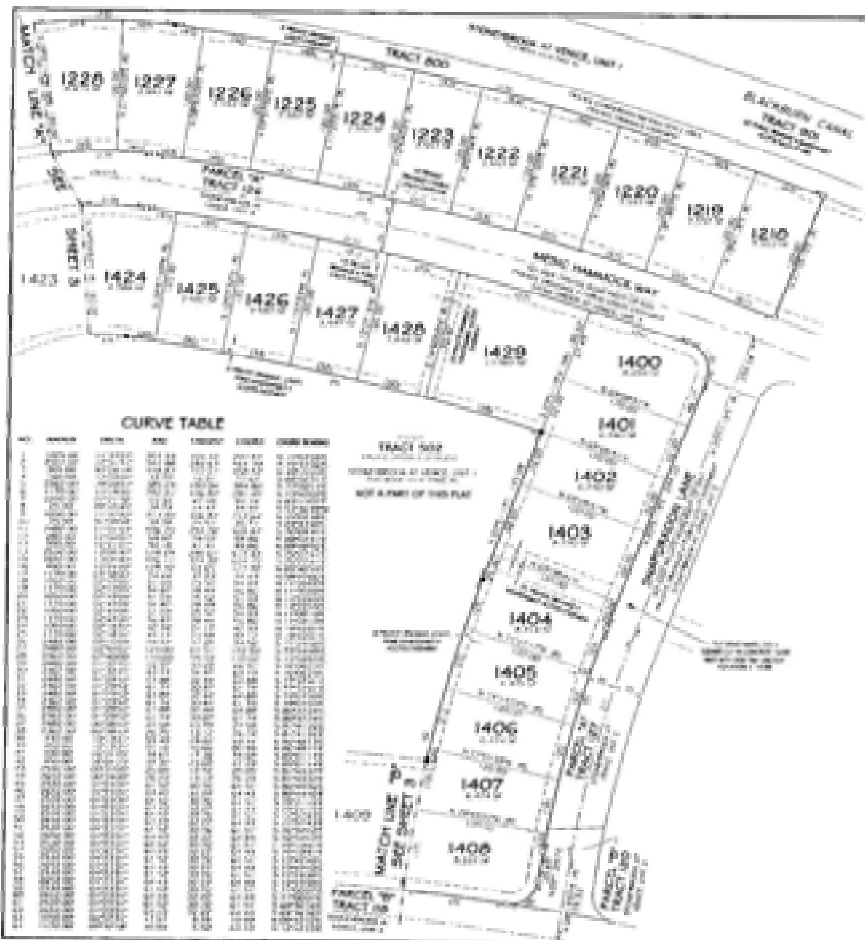


**NOTES**  
 1. THIS PLAN IS TO BE CONSIDERED AS A PART OF THE DEVELOPMENT PLAN FOR STONEYBROOK AT VENICE, UNIT 3, PLAN BOOK 45 AT PAGE 27, IN SECTION 16, TOWNSHIP 33 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

**CURVE TABLE**

STATION	BEARING	DISTANCE	CHORD	CHORD BEARING
1229	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1230	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1231	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1232	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1233	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1234	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1235	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1236	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1237	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1238	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1417	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1418	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1419	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1420	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1421	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1422	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1423	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1424	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1409	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1410	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1411	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1412	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1413	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1414	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1415	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1416	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W
1417	N 89° 58' 00" W	100.00	100.00	N 89° 58' 00" W

ENGINEER: [Signature]  
 SURVEYOR: [Signature]



PLAT BOOK 41 PAGE 282  
 SHEET 4 OF 4  
**STONEBROOK AT VENICE, UNIT 5A**  
 A REPEAT OF LOTS 1218 THROUGH 1224 AND LOTS 1400 THROUGH 1429, STONEBROOK AT VENICE, UNIT 5, PLAT BOOK 45 AT PAGE 27, IN SECTION 16, TOWNSHIP 29 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA



**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	CHORD CURVE DISTANCE	CHORD CURVE BEARING
1+00.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+05.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+10.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+15.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+20.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+25.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+30.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+35.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+40.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+45.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+50.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+55.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+60.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+65.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+70.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+75.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+80.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+85.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+90.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
1+95.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W
2+00.00	S 89° 58' 00" W	100.00	100.00	S 89° 58' 00" W

- LEGEND**
- 1. LOT LINES
  - 2. EASEMENTS
  - 3. SETBACKS
  - 4. CURVE DATA
  - 5. PROPERTY BOUNDARIES
  - 6. ADJACENT PLATS
  - 7. BLACKBURN CANAL
  - 8. MEDIC MANORWAY
  - 9. VENICE PARKWAY
  - 10. FRANCIS W. TRACT 12A
  - 11. FRANCIS W. TRACT 12B

RENEE L. GIBSON, P.E.  
 REGISTERED PROFESSIONAL ENGINEER  
 1000 10th Street, Sarasota, FL 34236  
 (941) 552-1111