VENETIAN COMMUNITY
DEVELOPMENT DISTRICT AGENDA
March 24, 2014 at 9:30 a.m.

To be held at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

**District Board of Supervisors**

- Tom Jones  Chair
- Jerry Jasper  Vice Chair
- Mike Craychee  Assistant Secretary
- Jim Shea  Assistant Secretary
- Barry Snyder  Assistant Secretary

**District Manager**

- Molly Syvret  Rizzetta & Company, Inc.

**District Counsel**

- Andrew Cohen  Persson & Cohen, P.A.

**District Engineer**

- Rick Schappacher  Schappacher Engineering, LLC

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **9:30 a.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters for which the Board may be taking action or that may otherwise concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors’ discussion, motion and vote. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests and Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. Agendas can be reviewed by contacting the Manager’s office at (239) 936-0913 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 936-0913, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.
Board of Supervisors  
Venetian Community  
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Venetian Community Development District will be held on **Monday, March 24, 2014 at 9:30 a.m.** at the Venetian River Club located at 502 Veneto Boulevard, North Venice, Florida 34275. The following is the agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS**
3. **BUSINESS ADMINISTRATION**
   A. Consideration of the Minutes of the Board of Supervisors’ Meeting held on March 10, 2014 ................................................. Tab 1
4. **BUSINESS ITEMS**
   A. Consideration of Golf Course Maintenance Agreement............... Tab 2
   B. Discussion Concerning 2nd May Meeting (Memorial Day)
   C. Update Regarding Sidewalk Ramp ADA Pad Installation
   D. Update Regarding Geo-Thermal Pool Heating Contract
5. **STAFF REPORTS**
   A. District Counsel
   B. District Engineer
   C. River Club
   D. Field Manager
   E. District Manager
6. **SUPERVISOR REQUESTS AND COMMENTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (239) 936-0913.

Very truly yours,

Molly A. Syvret

Molly A. Syvret
District Manager

cc: Andrew Cohen, Persson & Cohen, P.A.
Tab 1
MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

A regular meeting of the Board of Supervisors of the Venetian Community Development District was held on Monday, March 10, 2014 at 9:30 a.m. at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Present and constituting a quorum were:

Tom Jones  
Board Supervisor, Chair
Jerry Jasper  
Board Supervisor, Vice Chair
Mike Craychee  
Board Supervisor, Assistant Secretary
Jim Shea  
Board Supervisor, Assistant Secretary
Barry Snyder  
Board Supervisor, Assistant Secretary

Also present were:

Molly Syvret  
District Manager, Rizzetta & Company, Inc.
Andy Cohen  
District Counsel, Persson & Cohen, P.A.
Rick Schappacher  
District Engineer, Schappacher Engineering
Josh Grant  
General Manager, River Club
Kareen Richard  
Field Manager, VCDD
David Liston  
POA Rep., Castle Group
Audience

FIRST ORDER OF BUSINESS  Call to Order

Ms. Syvret called the meeting to order and conducted the roll call.

SECOND ORDER OF BUSINESS  Audience Comments

Ms. Syvret opened the floor to questions and comments from the audience.

Questions and comments from the audience were entertained regarding potential purchase of the Golf Club. No action was taken.

THIRD ORDER OF BUSINESS  Discussion Concerning Lakes 40, 41 and 45; Sod Versus Grasses

Mr. Schappacher advised lakes 40, 41, and 25 are still owned by WCI, and the District would like them to be in as-designed condition, or equivalent, before the CDD takes them. Mr. Jasper reviewed what the additional cost would be to have the banks sodded, beyond planting of
grasses/pine straw which WCI would do to restore to the original condition, noting the cost of which would be $10,799.69. Discussion ensued.

On a Motion by Mr. Jones, seconded by Mr. Shea, with all in favor, the Board approved lake bank renovation for installation of sod on lake banks 40, 41, and 45, Not To Exceed $11,000, to be coded to landscape maintenance line item, for Venetian Community Development District.

FOURTH ORDER OF BUSINESS District Engineer Report

Mr. Schappacher advised the exit lane signs and striping is to be complete next week. The radar sign quotes are still being considered.

Ms. Richard asked Mr. Schappacher to review the bank at lake #7, behind Medici, for erosion.

Mr. Snyder noted that he noticed several of the signs are not as reflective as they used to be. Mr. Schappacher advised that over time they do lose reflectivity.

FIFTH ORDER OF BUSINESS Update Regarding Side Walk Ramps

Mr. Craychee advised he is trying to set up a meeting for Thursday, March 13th to review the timing of the schedule for installation of the side walk ramps.

SIXTH ORDER OF BUSINESS Consideration of the Minutes of the Board of Supervisors Meeting held on February 24, 2014

Ms. Syvret presented the minutes of the February 24, 2014 meeting. Corrections were noted on the record.

On a Motion by Mr. Snyder, seconded by Mr. Craychee, with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting held on February, 24, 2014, as corrected on the record, for Venetian Community Development District.

SEVENTH ORDER OF BUSINESS Consideration of the Minutes of the Pool and Fitness Committee Meeting held on January 20, 2014

Ms. Syvret presented the minutes of the Pool and Fitness Committee Meeting held on January 20, 2014. Mr. Snyder advised he did not second the motion to adjourn the meeting as is reflected in the minutes.

On a Motion by Mr. Snyder, seconded by Mr. Jones, with all in favor, the Board accepted the Minutes of the Pool and Fitness Committee Meeting held on January 20, 2014, as corrected on the record, for Venetian Community Development District.
EIGHTH ORDER OF BUSINESS Consideration of the Minutes of the Facilities Committee Meeting held on February 3, 2014

Ms. Syvret presented the minutes of the Facilities Committee meeting held on February 3, 2014. She asked if there were any questions. There were none.

On a Motion by Mr. Jones, seconded by Mr. Craychee, with all in favor, the Board accepted the Minutes of the Facilities Committee Meeting held on February, 3, 2014, for Venetian Community Development District.

NINTH ORDER OF BUSINESS Consideration of Operations and Maintenance Expenditures for the Month of February 2014

Ms. Syvret provided an overview of the expenditures for the month of February 2014, which totaled $109,442.99. The Board asked that Ms. Syvret not provide the full invoices as part of the Board package, that just the summary register was necessary. Discussion ensued.

On a Motion by Mr. Craychee, seconded by Mr. Jones, with all in favor, the Board approved the Operations and Maintenance Expenditures for the Month of February 2014, which totaled $109,442.99, for Venetian Community Development District.

TENTH ORDER OF BUSINESS Monthly Financial Update; River Club January Financials

Mr. Grant provided an overview of financials for the River Club for the month of January.

ELEVENTH ORDER OF BUSINESS Monthly Financial Update; CDD January Financials

Ms. Syvret advised the first full set of financials has been completed, as of this morning. She advised that she would e-mail them to the Board later that afternoon, as there are a number of notes that the Board should review in conjunction with the financials to get a better understanding of them, and advised that the statements may materially change going forward once the Fiscal Year 2011/2012 and 2012/2013 audits are resolved.

TWELFTH ORDER OF BUSINESS Continued Public Hearing Related to the Rules of Procedure and Transponder Distribution Policy, and Rates of the River Club

Mr. Cohen provided an overview of the public hearing held at the last meeting, advising the Board continued the public hearing for the purpose of revision to the Transponder Distribution Policy. He asked for a motion to re-open the public hearing.
On a Motion by Mr. Jones, seconded by Mr. Snyder, with all in favor, the Board re-opened the Public Hearing Related to the Rules of Procedure and Transponder Distribution Policy, and Rates of the River Club, for Venetian Community Development District.

Ms. Syvret reviewed the changes made to the policy from the prior version. It was noted that Paragraph 4 should reference Paragraph 3.

On a Motion by Mr. Snyder, seconded by Mr. Jones, with all in favor, the Board closed the Public Hearing Related to the Rules of Procedure and Transponder Distribution Policy, and Rates of the River Club, for Venetian Community Development District.

**THIRTEENTH ORDER OF BUSINESS**  
Consideration of Resolution 2014-07, Adopting a Policy Related to Gate Transponder Distribution

The Board and Staff continued discussion related to wording of the policy.

On a Motion by Mr. Jones, seconded by Mr. Craychee, with all in favor, the Board adopted Resolution 2014-07, Adopting a Policy Related to Gate Transponder Distribution, subject to the revision noted on the record, for Venetian Community Development District.

**FOURTEENTH ORDER OF BUSINESS**  
Consideration of POA/CDD Work Agreement Regarding John DeGrange

Mr. Cohen advised the purpose of the agreement was to allow the POA to utilize the CDD maintenance person for certain work. Mr. Cohen advised that he received correspondence that morning from counsel for WCI/POA, indicating that they were not willing to include an indemnity provision. Mr. Cohen advised that he would not recommend the CDD engage in the agreement without inclusion of the indemnity provision. The Board concurred. Discussion ensued as whether the CDD should be involved in such an arrangement anyway, since Mr. DeGrange is an employee of Rizzetta & Company, and suggested that it should be determined if Rizzetta was willing to enter into an agreement relating to use of Mr. DeGrange’s services and, if not, that the POA would need to find someone else, possible to utilize their landscape company for the work that needs to be done on the boardwalks. No action was taken.

**FIFTEENTH ORDER OF BUSINESS**  
Discussion Concerning Pool and Fitness Committee Recommendation

Mr. Snyder advised there is a new on-line sign up procedure being utilized for signing up for fitness classes. There have been problems with people signing up for more classes than permitted or signing up and not showing up for a class, which then prohibits others from being able to take a class. Discussion ensued.
On a Motion by Mr. Jones, seconded by Mr. Craychee, with all in favor, the Board authorized the River Club General Manager to enforce the procedure recommended by the Pool & Fitness Committee, for Venetian Community Development District.

SIXTEENTH ORDER OF BUSINESS  
Update Regarding Geo-Thermal Pool Heating

Mr. Craychee advised the cost for the new transformer is $6,100 and a draft contract has been completed.

SEVENTEENTH ORDER OF BUSINESS  
Discussion Concerning Security: City Park and Shell Road Gate

Mr. Craychee provided an overview of the area by City Park and suggested placement of some trees or shrubs to fill in the open space to prevent people from accessing the area. Discussion ensued. No action was taken at this time.

Mr. Craychee advised that at the shell road gate is being left open and that it seems people keep cutting the chain on the gate to gain access to the road. Discussion ensued. No action was taken at this time.

EIGHTEENTH ORDER OF BUSINESS  
Staff Reports

A. District Counsel
   Mr. Cohen advised he has no report.

B. District Engineer
   Mr. Schappacher provided his report as the Fourth Order of Business.

C. River Club
   Mr. Grant advised he had no further report.

D. Field Manager
   Ms. Richard advised a meeting was held last week with Rizzetta Operations staff to perform an inventory of district infrastructure. The photos and inventory are in the process of being cataloged.

   Ms. Richard advised WCI is moving ahead with paver repair on the golf cart path across Veneto. She further advised the pine straw installation is underway, as well as review of entry monuments.

E. District Manager
   Ms. Syvret advised the next regular meeting of the Board of Supervisors is scheduled for Monday, March 24, 2014 at 9:30 am.
NINTEENTH ORDER OF BUSINESS  Supervisor Requests

Ms. Syvret opened the floor to supervisor requests.

Mr. Jasper reviewed areas requiring sod that previously only had Bahia, and advised that WCI has agreed to complete sod and irrigation installation. He also advised he is looking at ways to streamline irrigation run times to non-peak times to reduce utility costs.

Mr. Craychee advised some of the ADA pads have been installed.

Mr. Jones advised of requests for a dog park and asked that it be added to the list of requested projects for later review. He further advised that regarding the discussion at the prior meeting concerning formation of a CERT, he had a discussion with an individual at Waterlefe who headed up CERT for Waterlefe. He suggested the Board review the Waterlefe CERT web site, and also encourage the POA to take a look at it.

TWENTIETH ORDER OF BUSINESS  Adjournment

On a Motion by Mr. Jones, seconded by Mr. Craychee, with all in favor, the Board adjourned the meeting at 12:41 pm, for Venetian Community Development District.

__________________________    ______________________________
Secretary / Assistant Secretary    Chairman / Vice Chairman
Tab 2
MAINTENANCE AGREEMENT
(The Golf Club At Venetian Golf & River Club)

This Agreement is made and entered into this ____ day of _______________ 2014 ("the Effective Date"), by and between:

VENETIAN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Venice, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District” or “CDD”), and

WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, whose address is 24301 Walden Center Dr., Bonita Springs, FL 34134 (“WCI”).

RECITALS

WHEREAS, the District is a local unit of special purpose government and a public corporation of the State of Florida, as created and existing in accordance with Chapter 260-541, Laws of Florida, as amended and recodified from time to time;

WHEREAS, WCI is a private for-profit limited liability company which owns and operates a golf course and related facilities known as the Golf Club at Venetian Golf & River Club on land which is located within the District;

WHEREAS, for uniformity of appearance, the District and WCI have agreed to certain maintenance responsibilities regarding areas located on the Golf Property and Lake Bank Property (both as defined herein) and within the District boundaries to ensure that the District owned lands and Golf Property are managed and maintained to similar standards;

WHEREAS, WCI has agreed to maintain the property legally described in Exhibit “A” ("Golf Property") and Exhibit “A-1” ("Lake Bank Property"), currently owned in fee simple by WCI, and incorporated herein in accordance with the maintenance standards outlined in Exhibit “B” attached hereto and incorporated herein ("Maintenance Standards").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths ($10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and WCI agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.
2.0 Description of Property

The property that is the subject of this Agreement is described herein and in the attached Exhibit "A" ("Golf Property") and Exhibit "A-1" ("Lake Bank Property") (the Golf Property and Lake Bank Property are collectively referred to herein as the "Property"), which exhibits are incorporated herein and made a part hereof.

3.0 Performance

The District and WCI hereby agree, as follows:

(A) with respect to the Property, WCI shall provide and be responsible for all costs and liabilities that are associated with or arise out of, the Maintenance Standards; and

(B) the Maintenance Standards shall be accomplished by WCI in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Property is properly maintained and continues to function for its intended purpose; and

(C) the District hereby grants WCI a license to enter the Lake Bank Property during the term of this Agreement for the purpose of performing the Maintenance Standards on the Lake Bank Property.

4.0 Remedies, Default, and Specific Performance

The District may elect any of the following remedies, and no other, if WCI should default in carrying out the terms and conditions of this Agreement, namely:

(A) If WCI should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Standards within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, as its sole remedy may elect to maintain the Property that was subject to the default notice in accordance with the Maintenance Standards and WCI shall reimburse the District for its reasonable costs to perform the Maintenance Standards within thirty (30) days of receipt of an invoice for the same. In no event shall WCI be liable to the District for monetary damages, including, but not limited to compensatory, punitive, consequential, incidental or liquidated damages.

5.0 Term of Agreement

This Agreement shall take effect as of the Effective Date first written above and shall run for a term that is twenty five (25) years from the Effective Date, unless sooner terminated as provided herein. Notwithstanding the foregoing, this Agreement shall automatically terminate if the District becomes the fee simple owner of all of the Property.
6.0 Miscellaneous Provisions

6.1 Time of the Essence: Time is of the essence with respect to this Agreement.

6.2 Notices: Whenever any notice, demand, consent, delivery, or request is required or permitted under this Agreement, it must be in writing and will be deemed to have been properly given when delivered in fact (a) when deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or (b) delivered to Federal Express or other nationally recognized overnight courier, or (c) sent by facsimile transmission, with a copy and the confirmed receipt, mailed by U.S. first class mail, postage prepaid to the addresses set forth below or at such other addresses as are specified by written notice so given in accordance herewith. All notices and requests required or authorized hereunder must be delivered as set forth above to the following parties:

To WCI:  
WCI Communities, LLC  
24301 Walden Center Drive  
Bonita Springs, Florida 33134  
Attention: Richard Barber  
Telephone: (239) 498-8446  
Facsimile: (239) 949-0233

With a copy to:  
Nicole Marginian Swartz, Esq.  
24301 Walden Center Drive  
Bonita Springs, Florida 33134  
Telephone: (239) 498-8201  
Facsimile: (239) 498-8277

To VCDD:  
Venetian Community Development District  
c/o Molly Syvret, District Manager  
Rizzetta & Company  
9530 Marketplace Road, Suite 206  
Fort Myers, FL 33912

with a copy to:  
Andrew H. Cohen, Esq.  
Persson & Cohen, P.A.  
6853 Energy Court  
Lakewood Ranch, FL 34240  
Ph: (941) 306-4730 | Fax: (941) 306-4832

Notices personally delivered or sent by overnight courier will be deemed given on the date of delivery, notices mailed in accordance with the foregoing will be deemed given three days after deposit in the U.S. mail, and notices delivered by facsimile shall be deemed given on the date of delivery, if delivered before 5:00 p.m., eastern time, otherwise the day after such delivery, each as evidenced by the confirmed facsimile receipt. It is expressly understood and agreed to between the
6.3 **Entire Agreement:** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and WCI and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

6.4 **Amendment and Waiver:** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

6.5 **Severability:** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

6.6 **Controlling Law:** This Agreement shall be construed under the laws of the State of Florida. Venue for any action arising out of this Agreement shall be the applicable courts of Sarasota County, Florida.

6.7 **Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

6.8 **Costs & Fees:** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney’s fees and costs for trial, alternate dispute resolution, or appellate proceedings.

6.9 **Liability of WCI, Successors & Assignment:** Notwithstanding any provision of this Agreement to the contrary, WCI shall be relieved of any further liability, obligations, or other responsibilities under this Agreement from and after such time as WCI no longer owns fee simple title to the Golf Property. WCI’s obligations under this Agreement shall run with the Golf Property to all successors in title of WCI. This Agreement may not be assigned by the District without the written consent of WCI or its successor in title, which shall not be unreasonably withheld.

6.10 **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein as to both the Golf Property and the Lake Bank Property.
contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

6.11 Arm's Length Transaction: This Agreement has been negotiated fully between the parties in an arm’s length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

6.12 Execution of Documents: Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

6.13 Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

6.14. Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

6.15 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

6.16 Recording. Neither party shall be permitted to record a copy of this Agreement in the Public Records of any county in Florida. However, a Memorandum of Agreement in a form approved by both parties may be recorded in the Public Records of Sarasota County, Florida by either of the respective parties at its own expense.

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida

By: __________________________
Richard Barber, Vice President
EXHIBIT "A"
TO MAINTENANCE AGREEMENT

Area 9 around 9th hole and along laurel and veneto needs to be added and was apparently overlooked.
DESCRIPTION: MAINTENANCE AGREEMENT 3

COMMENCE AT THE WESTERNMOST CORNER OF CAPPELLO 1 AT VENETIAN GOLF & RIVER CLUB, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 38, PAGE 40, PUBLICS RECORDS OF SARASOTA COUNTY, FLORIDA FOR THE POINT OF BEGINNING THENCE S.52°46'18"E., ALONG THE SOUTHERLY LINE OF SAID CAPPELLO 1 AT VENETIAN GOLF & RIVER CLUB, A CONDOMINIUM, A DISTANCE OF 129.65 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF VENETO BOULEVARD (TRACT "A".), VENETIAN GOLF & RIVER CLUB, PHASE 2C-D, AS RECORDED IN PLAT BOOK 43, PAGE 43, SAID PUBLIC RECORDS, ALSO BEING A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, WITH A CHORD BEARING OF S.79°12'46"W.; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°58'57"., A DISTANCE OF 31.75 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 56°14'26", WITH A CHORD BEARING OF S.77°05'01"W.; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 122.70 FEET; THENCE N.30°44'43"E., A DISTANCE OF 39.22 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 79.00 FEET AND A CENTRAL ANGLE OF 59°20'57"., WITH A CHORD BEARING OF N.01°04'14"E.; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 81.83 FEET; THENCE N.28°36'14"W., A DISTANCE OF 44.32 FEET TO THE INTERSECTION WITH SOUTHERLY LINE OF THAT CERTAIN COMMON AREA 20, AS DESCRIBED AND RECORDED IN INSTRUMENT #2012012610, SAID PUBLIC RECORDS, ALSO BEING A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, WITH A CHORD BEARING OF S.83°03'24"E.; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SAID COMMON AREA 20 AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°13'36", A DISTANCE OF 74.79 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID CAPPELLO 1 AT VENETIAN GOLF & RIVER CLUB, A CONDOMINIUM; THENCE S.37°13'42"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 40.54 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

CONTAINING 6,883 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:
1. BEARINGS ARE BASED ON THE SOUTHERLY LINE OF CAPPELLO 1, BEING S.52°46'18"E. (PLAT OF RECORD). NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:
WOI COMMUNITIES, LLC

SCHAPPACHER SURVEYING, L.L.C.
CERTIFICATE OF AUTHORIZATION LB 0007977
3504 53RD AVENUE EAST
BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 747-2450 FAX
DATE: 2/5/2014
JOB: 5110033
SKETCH OF DESCRIPTION

DESCRIPTION: MAINTENANCE AGREEMENT 5

COMMENCE AT THE CENTERLINE INTERSECTION OF VENETO BOULEVARD (TRACT "A") AND PESARO DRIVE (TRACT "B") PER VENETIAN GOLF & RIVER CLUB, PHASE 1, SUBDIVISION AS RECORDED IN PLAT BOOK 43, PAGE 13, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THEN THENCE N.89°3'30"E, ALONG THE CENTER LINE OF SAID PESARO DRIVE (TRACT "B") A DISTANCE OF 55.00 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID VENETO BOULEVARD (TRACT "A"); THENCE N.00°26'10"W, ALONG SAID EASTERLY LINE, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EASTERLY LINE OF VENETO BOULEVARD (TRACT "A") THE FOLLOWING FIVE (5) COURSES: (1) N.00°26'10"W, A DISTANCE OF 352.06 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 217.17 FEET AND A CENTRAL ANGLE OF 10°09'59", WITH A CHORD BEARING OF N.05°01'09"W; (2) THENCE NORTHERTLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.53 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 07°43'17", WITH A CHORD BEARING OF N.07°13'30"W; (3) THENCE NORTHERTLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.07 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1,350.00 FEET AND A CENTRAL ANGLE OF 26°14'32", WITH A CHORD BEARING OF N.17°28'07"W; (4) THENCE NORTHERTLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 784.02 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 119°36'43", WITH A CHORD BEARING OF N.28°12'58"E; (5) THENCE NORTHERTLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,481.33 FEET TO A POINT OF CURVATURE; THENCE S.10°43'26"W, A DISTANCE OF 0.83 FEET TO A POINT OF CURVATURE; THENCE S.00°58'29"W, A DISTANCE OF 76.00 FEET AND A CENTRAL ANGLE OF 74°26'21", WITH A CHORD BEARING OF S.47°58'36"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 98.74 FEET; THENCE S.85°08'47"W, A DISTANCE OF 66.85 FEET TO A POINT OF CURVATURE, TO THE LEFT HAVING A RADIUS OF 111.50 FEET AND A CENTRAL ANGLE OF 20°19'19", WITH A CHORD BEARING OF S.75°00'07"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.55 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 137.00 FEET AND A CENTRAL ANGLE OF 10°47'17", WITH A CHORD BEARING OF S.70°14'06"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.80 FEET; THENCE S.75°37'45"W, A DISTANCE OF 29.40 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 133.98 FEET AND A CENTRAL ANGLE OF 24°05'49", WITH A CHORD BEARING OF S.53°34'50"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.35 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 126.23 FEET AND A CENTRAL ANGLE OF 17°30'42", WITH A CHORD BEARING OF S.49°29'09"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.23 FEET; THENCE S.58°14'30"W, A DISTANCE OF 19.48 FEET TO A POINT OF CURVATURE, TO THE LEFT HAVING A RADIUS OF 213.00 FEET AND A CENTRAL ANGLE OF 30°06'30", WITH A CHORD BEARING OF S.19°11'05"W, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 12.00 FEET; THENCE S.17°37'50"W, A DISTANCE OF 60.04 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 238.00 FEET AND A CENTRAL ANGLE OF 13°49'01", WITH A CHORD BEARING OF S.10°43'20"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.91 FEET; THENCE S.03°48'49"W, A DISTANCE OF 54.25 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 31°19'31", WITH A CHORD BEARING OF S.11°50'57"E, A DISTANCE OF 15.64 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 193.00 FEET AND A CENTRAL ANGLE OF 16°27'16", WITH A CHORD BEARING OF S.35°44'20"E, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 55.43 FEET; THENCE S.43°57'44"E, A DISTANCE OF 33.05 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 104.00 FEET, WITH A CHORD BEARING OF S.28°14'00"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25°11'43", A DISTANCE OF 45.73 FEET; THENCE S.15°38'68"E, A DISTANCE OF 47.60 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 64.66 FEET AND A CENTRAL ANGLE OF 32°34'58", WITH A CHORD BEARING OF S.00°39'20"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.77 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 53.66 FEET AND A CENTRAL ANGLE OF 41°36'30", WITH A CHORD BEARING OF S.02°25'27"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.11 FEET; THENCE S.24°39'42"E, A DISTANCE OF 27.57 FEET TO A

CONTINUED ON SHEET 2 OF 4

NOTES:
1. Bearings are based on the centerline of PESARO DRIVE (TRACT "B"), BORING N.89°3'30"E.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:
WCI COMMUNITIES, LLC

SCHAPPACHER SURVEYING, L.L.C.
CERTIFICATE OF AUTHORIZATION LB 0007977
3604 53RD AVENUE EAST
BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 747-2450 FAX

DATE: 2/17/2014

JOB: S110033
SKETCH OF DESCRIPTION

Section 26, Township 38 South, Range 19 East
Sarasota County, Florida

CONTINUED FROM SHEET 1 OF 4

POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 119.00 FEET AND A CENTRAL ANGLE OF 13°38'39", WITH A CHORD BEARING OF S.17°50'22"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.34 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 14°31'7", WITH A CHORD BEARING OF S.18°07'41"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.09 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 237.63 FEET AND A CENTRAL ANGLE OF 21°24'53"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 83.82 FEET; THENCE S.03°49'25"E, A DISTANCE OF 56.42 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 13°07'42", WITH A CHORD BEARING OF S.02°44'25"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.77 FEET; THENCE S.09°18'16"W, A DISTANCE OF 27.54 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 41°11'7", WITH A CHORD BEARING OF S.11°12'22"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.44 FEET; THENCE S.31°43'01"E, A DISTANCE OF 34.06 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 31°37'23", WITH A CHORD BEARING OF S.15°54'20"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 110.38 FEET; THENCE S.00°05'38"E, A DISTANCE OF 12.85 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 24°48'28", WITH A CHORD BEARING OF S.22°29'53"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.95 FEET; THENCE S.24°54'07"E, A DISTANCE OF 37.83 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 74.50 FEET AND A CENTRAL ANGLE OF 29°47'24", WITH A CHORD BEARING OF S.10°02'25"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.74 FEET; THENCE S.04°53'17"W, A DISTANCE OF 36.07 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 44.10 FEET AND A CENTRAL ANGLE OF 28°52'34", WITH A CHORD BEARING OF S.08°27'09"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.08 FEET; THENCE S.23°47'35"E, A DISTANCE OF 12.26 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 74.50 FEET AND A CENTRAL ANGLE OF 12°23'04", WITH A CHORD BEARING OF S.17°36'03"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.10 FEET; THENCE S.12°24'31"E, A DISTANCE OF 36.46 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 53.00 FEET AND A CENTRAL ANGLE OF 33°12'42", WITH A CHORD BEARING OF S.05°12'20"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.14 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 111.59 FEET AND A CENTRAL ANGLE OF 18°57'58", WITH A CHORD BEARING OF S.22°51'12"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.61 FEET; THENCE S.03°01'13"W, A DISTANCE OF 45.76 FEET; THENCE S.01°55'16"E, A DISTANCE OF 33.85 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 58.00 FEET AND A CENTRAL ANGLE OF 26°30'32", WITH A CHORD BEARING OF S.15°10'32"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.30 FEET; THENCE S.28°25'48"E, A DISTANCE OF 31.86 FEET; THENCE S.22°53'38"E, A DISTANCE OF 15.82 FEET; THENCE S.35°00'56"E, A DISTANCE OF 45.96 FEET; THENCE S.22°19'32"E, A DISTANCE OF 18.36 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 427.77 FEET, WITH A CHORD BEARING OF S.68°17'08"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°23'30", A DISTANCE OF 17.86 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 18.95 FEET AND A CENTRAL ANGLE OF 65°56'32", WITH A CHORD BEARING OF S.35°00'36"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.81 FEET; THENCE S.00°32'19"W, A DISTANCE OF 11.28 FEET; THENCE S.07°43'23"E, A DISTANCE OF 12.51 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET AND A CENTRAL ANGLE OF 31°30'15", WITH A CHORD BEARING OF S.08°01'45"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.45 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 128.00 FEET AND A CENTRAL ANGLE OF 35°45'94", WITH A CHORD BEARING OF S.05°53'55"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.90 FEET; THENCE S.11°59'02"E, A DISTANCE OF 12.65 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 14°59'39", WITH A CHORD BEARING OF S.04°29'37"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.01 FEET; THENCE S.02°59'07"W, A DISTANCE OF 25.50 FEET; THENCE S.07°30'13"E, A DISTANCE OF 23.52 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 31°33'08", WITH A CHORD BEARING OF S.08°16'21"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.42 FEET; THENCE S.24°02'55"W, A DISTANCE OF 30.04 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET; THENCE N.23°34'38"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°16'58", A DISTANCE OF 39.52 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

CONTAINING 143,247 SQUARE FEET OR 3.29 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:
1. BEARINGS ARE BASED ON THE CENTERLINE OF PESARO DRIVE (TRACT "B") BEING IN WITNESS OF E.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
   THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:
WCI COMMUNITIES, LLC

SCHAPPACHER SURVEYING, L.L.C.
CERTIFICATE OF AUTHORIZATION LB 0007077
3804 53RD AVENUE EAST
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(941) 748-8340      (941) 747-2450  FAX

STATE OF FLORIDA
LICENSE NUMBER: G.D. STROUPE, JR.
No. 4679

DRAWN BY:
GDS
FB/PG:
NONE

DATE: 2/17/2014
JOB: S110033

Scale: 1" = NONE

Sheet 2 of 4
DESCRIPTION: MAINTENANCE AGREEMENT

COMMENCE AT THE NORTHWEST CORNER OF LOT 46, VENETIAN GOLF & RIVER CLUB, PHASE 2E, SUBDIVISION, AS RECORDED IN PLAT BOOK 44, PAGE 7, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT, WITH A CHORD BEARING OF S.15°09'34"W., HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 46 AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°54'47", A DISTANCE OF 109.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID WESTERLY LINE, THE WESTERLY LINE OF LOT 47 AND THE SOUTHERLY LINE OF LOT 48, OF SAID DIVIDED AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°20'26", WITH A CHORD BEARING OF S.37°38'22"E., A DISTANCE OF 243.21 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN COMMON AREA 17, AS DESCRIBED AND RECORDED IN INSTRUMENT #201114819; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING ELEVEN (11) COURSES: (1) S.79°00'49"W., A DISTANCE OF 92.58 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 16°25'29", WITH A CHORD BEARING OF S.70°48'05"W.; (2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.17 FEET; (3) THENCE S.62°35'20"W., A DISTANCE OF 50.21 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 39°17'21", WITH A CHORD BEARING OF S.42°56'40"W.; (4) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.14 FEET; (5) THENCE S.23°17'59"W., A DISTANCE OF 38.43 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 26°31'50", WITH A CHORD BEARING OF S.36°33'54"W.; (6) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.58 FEET; (7) THENCE S.49°45'49"W., A DISTANCE OF 21.53 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 27°31'14", WITH A CHORD BEARING OF S.36°13'12"W.; (8) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.86 FEET; (9) THENCE S.22°36'38"W., A DISTANCE OF 27.74 FEET; (10) THENCE S.78°04'19"W., A DISTANCE OF 58.86 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, WITH A CHORD BEARING OF S.71°25'15"W.; (11) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°09'19", A DISTANCE OF 68.23 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 81.30 FEET, WITH A CHORD BEARING OF N.58°55'49"E.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°25'35", A DISTANCE OF 72.17 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 39.86 FEET AND A CENTRAL ANGLE OF 21°44'32", WITH A CHORD BEARING OF N.73°29'21"E.; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.12 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 110.21 FEET AND A CENTRAL ANGLE OF 18°41'43", WITH A CHORD BEARING OF N.54°16'14"E.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.11 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 309.60 FEET AND A CENTRAL ANGLE OF 16°33'04", WITH A CHORD BEARING OF N.37°38'50"E.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 85.43 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 144.79 FEET AND A CENTRAL ANGLE OF 33°17'40", WITH A CHORD BEARING OF N.12°43'28"E.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 84.14 FEET; THENCE N.03°55'22"W., A DISTANCE OF 74.24 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,787.31 FEET AND A CENTRAL ANGLE OF 02°26'57", WITH A CHORD BEARING OF N.02°41'53"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.58 FEET; THENCE N.08°21'12"E., A DISTANCE OF 214.72 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

CONTAINING 17,518 SQUARE FEET OR 0.40 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:
1. BEARINGS ARE BASED ON THE EAST LINE OF COMMON AREA 11, BEING N 01°50'15"W.
2. NOT VALUABLE WITHOUT THE SIGNATURE AND THE ORGNAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:
WCI COMMUNITIES, LLC

SCHAPPACHER SURVEYING, L.L.C.
CERTIFICATE OF AUTHORIZATION LB 0007977
3604 59TH AVENUE EAST
BRADENTON, FLORIDA 34203
(941) 748-3340 (941) 747-2450 FAX

DATE: 2/6/2014
JOB: S110033

Scale: 1"= NONE
Drawn by: GDS
FB/PG: NONE
SKETCH OF DESCRIPTION

Section    26, Township  38, South, Range  19, East
Sarasota County, Florida

DESCRIPTION: MAINTENANCE AGREEMENT B

COMMENCE AT THE NORTHWEST CORNER OF LOT 21, VENETIAN GOLF & RIVER CLUB,
PHASE 3C/D, SUBDIVISION, AS RECORDED IN PLAT BOOK 44, PAGE 37, PUBLIC
RECORDS OF SARASOTA COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE
S.01°10'15"E., ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 130.68 FEET
TO THE INTERSECTION WITH THE NORTH LINE OF PESARO DRIVE TRACT "A" OF SAID
VENETIAN GOLF & RIVER CLUB, PHASE 3C/D, SUBDIVISION, ALSO BEING A POINT ON A
NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,050.00 FEET, WITH A
CHORD BEARING OF S.80°08'21"W.; THENCE WESTERLY ALONG SAID NORTH LINE AND
THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°00'18", A DISTANCE OF
91.72 FEET; THENCE S.77°38'12"W., ALONG SAID NORTH LINE, A DISTANCE OF 86.00
FEET TO THE INTERSECTION WITH THE EAST LINE OF THAT CERTAIN COMMON AREA 11,
AS DESCRIBED AND RECORDED IN INSTRUMENT #201201260, SAID PUBLIC RECORDS;
THENCE N.01°10'15"W., ALONG SAID EAST LINE, A DISTANCE OF 202.50 FEET TO A
POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 121.38 FEET,
WITH A CHORD BEARING OF S.80°56'04"E.; THENCE EASTERLY ALONG THE ARC OF
SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°51'23", A DISTANCE OF 23.00 FEET;
THENCE S.86°21'45"E., A DISTANCE OF 194.77 FEET TO A POINT OF CURVATURE TO
THE LEFT HAVING A RADIUS OF 167.75 FEET AND A CENTRAL ANGLE OF 28°46'28",
WITH A CHORD BEARING OF N.79°15'01"E.; THENCE EASTERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 84.25 FEET; THENCE S.01°10'15"E., A DISTANCE OF 29.35
FEET TO THE INTERSECTION WITH THE NORTH LINE OF LOT 22, SAID VENETIAN GOLF &
RIVER CLUB, PHASE 3C/D, SUBDIVISION AND A POINT ON A NON TANGENT CURVE TO
THE LEFT, HAVING A RADIUS OF 1,180.00 FEET, WITH A CHORD BEARING OF
S.86°20'15"W.; THENCE WESTERLY ALONG SAID NORTH LINE OF SAID LOT 22 THE
NORTH LINE OF LOT 21, SAID VENETIAN GOLF & RIVER CLUB, PHASE 3C/D,
SUBDIVISION AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF
06°01'25", A DISTANCE OF 124.06 FEET TO THE POINT OF BEGINNING. BEING AND
LYING IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY;
FLORIDA.

CONTAINING 33,345 SQUARE FEET OR 0.77 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD,
IF ANY.

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF COMMON AREA 11, BEING
   N 01°10'15" W.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
   FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:

WCI COMMUNITIES, LLC

SCHAPPACHER SURVEYING, L.L.C.
CERTIFICATE OF AUTHORIZATION LB 0007977
3604 53RD AVENUE EAST
BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 747-2450 FAX

DATE: 2/10/2014
JOB: S110033
SKETCH OF DESCRIPTION

Section 26, Township 36 South, Range 19 East
Sarasota County, Florida

NOTES:
1. Bearings are based on the east line of
Common Area 11, being N 01°10'15" W.
2. Not valid without the signature and the
original raised seal of a Florida licensed
surveyor and mapper.
3. This sketch is not complete without the
description.
4. This sketch is not a survey.

PREPARED FOR:
WCI COMMUNITIES, LLC

CURVE DATA

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<td>N 79°15'01&quot; E</td>
</tr>
<tr>
<td>C4</td>
<td>60°29'59&quot;</td>
<td>1180.00'</td>
<td>124.00&quot;</td>
<td>124.00&quot;</td>
<td>S 80°20'19&quot; W</td>
</tr>
</tbody>
</table>

LINE TABLE

<table>
<thead>
<tr>
<th>LINE</th>
<th>BEARING</th>
<th>LENGTH</th>
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<tbody>
<tr>
<td>L1</td>
<td>S 01°10'15&quot; E</td>
<td>130.66'</td>
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<tr>
<td>L2</td>
<td>S 77°34'12&quot; W</td>
<td>86.00'</td>
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<td>L3</td>
<td>N 01°15'32&quot; W</td>
<td>202.50'</td>
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<td>L4</td>
<td>S 66°21'45&quot; E</td>
<td>164.77'</td>
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<td>L5</td>
<td>S 01°10'15&quot; E</td>
<td>18.55'</td>
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POINT OF BEGINNING

POINT OF COMMENCEMENT

NORTH WEST CORNER OF LOT 2, VENETIAN GOLF & RIVER CLUB, PHASE 3C/D

MAINTENANCE AGREEMENT 8
33,345 sq. ft., 0.77 acres
VENETIAN GOLF & RIVER CLUB, PHASE 3C/D
PLAT BOOK 44, PAGE 37

SCHAPPACHER SURVEYING, L.L.C.
CERTIFICATE OF AUTHORIZATION LB 0007677
3604 53RD AVENUE EAST
BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 747-2450 FAX

GERALD D. STROOP, JR. PRM No. 4679
STATE OF FLORIDA
LICENSE NUMBER No. 4679

EXHIBIT "A-1"
TO MAINTENANCE AGREEMENT
DESCRIPTION: MAINTENANCE AGREEMENT 1

COMMENCE AT THE NORTHERNMOST CORNER OR LOT 22 OF VENETIAN GOLF & RIVER CLUB, PHASE 3A-B, SUBDIVISION, AS RECORDED IN PLAT BOOK 44, PAGE 45, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.88°49'45"E., PERPENDICULAR TO THE EAST LINE OF THAT CERTAIN COMMON AREA 21, AS DESCRIBED AND RECORDED IN INSTRUMENT #2011141218, SAID PUBLIC RECORDS, A DISTANCE OF 62.91 FEET TO THE INTERSECTION THEREOF; THENCE N.01°10'15"W., ALONG SAID EAST LINE, A DISTANCE OF 22.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.01°10'15"W., ALONG SAID EAST LINE, A DISTANCE OF 369.09 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 45°13'39", WITH A CHORD BEARING OF N.23°47'05"W.; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.57 FEET; THENCE N.77°40'59"W., ALONG SAID EAST LINE, A DISTANCE OF 3.26 FEET; THENCE S.01°10'15"E., PARALLEL WITH SAID EAST LINE AND 15.00 FEET EASTERLY THEREFROM, A DISTANCE OF 398.25 FEET; THENCE N.88°49'45"E., PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

CONTAINING 5,866 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

PREPARED FOR:
WCI COMMUNITIES, LLC

SCHAPPACHER SURVEYING, L.L.C.
CERTIFICATE OF AUTHORIZATION LB 0007977
3504 550TH AVENUE EAST
BRADENTON, FLORIDA 34203
(941) 748-0840 (941) 747-2450 FAX

DATE: 2/5/2014
JOB: S110033
DESCRIPTION: MAINTENANCE AGREEMENT 2

COMMENCE AT THE NORTHERNMOST CORNER OR LOT 22 OF VENETIAN GOLF & RIVER CLUB, PHASE 3A-B, SUBDIVISION, AS RECORDED IN PLAT BOOK 44, PAGE 45, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.88'49"45'E., PERPENDICULAR TO THE EAST LINE OF THAT CERTAIN COMMON AREA 21, AS DESCRIBED AND RECORDED IN INSTRUMENT #2011141819, SAID PUBLIC RECORDS, A DISTANCE OF 62.91 FEET TO THE INTERSECTION THEREOF; THENCE S.01'10"15'E., ALONG SAID EAST LINE, A DISTANCE OF 194.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.01'10"15'E., ALONG SAID EAST LINE, A DISTANCE OF 656.61 FEET; THENCE S.88'49"45'W., PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 17.00 FEET; THENCE N.01'10"15'W., PARALLEL WITH SAID EAST LINE AND 17.0 FEET WESTERLY THEREFROM, A DISTANCE OF 656.61 FEET; THENCE N.88'49"45'E., PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

CONTAINING 11,162 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:
1. Bearings are based on the north line of VENETI BLVD., BEING N 78°01'33" W
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:
WCI COMMUNITIES, LLC

SCHAPPACHER SURVEYING, L.L.C.
CERTIFICATE OF AUTHORIZATION LB 0007977
3604 53RD AVENUE EAST
BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 747-2450 FAX

DATE: 2/5/2014
JOB: S110033
DESCRIPTION: MAINTENANCE AGREEMENT 4

COMMENCE AT THE SOUTH POINT OF TANGENCY OF CURVE NO. (5) OF LAKE TRACT "C", VENETIAN GOLF & RIVER CLUB, SUBDIVISION, PLAT BOOK 45, PAGE 25, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE, ALONG THE EASTERLY LINE OF SAID LAKE TRACT "C" THE FOLLOWING SIX (6) COURSES: (1) S.01°10'15"E., A DISTANCE OF 251.75 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 67°58'42"., WITH A CHORD BEARING OF S.32°49'06"W.; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 53.39 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 261.00 FEET AND A CENTRAL ANGLE OF 73°24'08"., WITH A CHORD BEARING OF S.00°06'23"W.; (3) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 334.37 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 76°29'00", WITH A CHORD BEARING OF S.31°38'49"W.; (4) THENCE SOUTHWESTERLY ACROSS THE ARC OF SAID CURVE, A DISTANCE OF 106.66 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 55°09'00", WITH A CHORD BEARING OF S.77°09'17"W.; (6) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.69 FEET, THENCE N.49°34'46"E., A DISTANCE OF 28.72 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 215.92 FEET AND A CENTRAL ANGLE OF 20°18'32", WITH A CHORD BEARING OF N.59°44'03"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 111.98 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 76°29'00", WITH A CHORD BEARING OF S.31°38'49"E.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.05 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 276.00 FEET AND A CENTRAL ANGLE OF 73°24'08", WITH A CHORD BEARING OF N.30°06'23"E.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 353.59 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 67°58'42", WITH A CHORD BEARING OF N.32°49'05"E.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.59 FEET; THENCE N.01°10'15"W., A DISTANCE OF 251.75 FEET; THENCE N.88°49'45"E., A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

CONTAINING 12,296 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:
1. BEARINGS ARE BASED ON THE EAST LINE OF LAKE 22 TRACT "C", BEING S.01°10'15"E.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAZALED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:
WCI COMMUNITIES, LLC

SCHAPPACHER SURVEYING, L.L.C.
CERTIFICATE OF AUTHORIZATION LB 0007977
3604 53RD AVENUE EAST
BRADENTON, FLORIDA 34203
(941) 746-8340 (941) 747-2460 FAX

DATE: 2/5/2014
JOB: S110033

Gerald D. Stroop, Jr., P.E.
STATE OF FLORIDA
License No. 4679
Profession: Professional Engineer
DESCRIPTION: MAINTENANCE AGREEMENT 7

COMMENCE AT THE SOUTHEAST CORNER OF THAT CERTAIN COMMON AREA 11, AS DESCRIBED AND RECORDED IN INSTRUMENT #201201260, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.01°10'15"W., ALONG THE EAST LINE OF SAID COMMON AREA 11, A DISTANCE OF 24.17 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SAID EAST LINE AND THE NORTHELY LINE OF SAID COMMON AREA 11 THE FOLLOWING FOUR (4) COURSES: (1) CONTINUE N.01°10'15"W., ALONG SAID LINE, A DISTANCE OF 145.01 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 107°52'02", WITH A CHORD BEARING OF N.55°06'16"W.; (2) THENCE NORTH-WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 84.72 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 104.69 FEET AND A CENTRAL ANGLE OF 81°45'18", WITH A CHORD BEARING OF N.68°09'38"W.; (3) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 149.67 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 144°27'36", WITH A CHORD BEARING OF S.80°29'13"W.; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.46 FEET; THENCE S.81°44'35"E., A DISTANCE OF 15.00 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, WITH A CHORD BEARING OF N.80°29'13"E.; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 144°27'35", A DISTANCE OF 75.64 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 119.89 FEET AND A CENTRAL ANGLE OF 81°45'18", WITH A CHORD BEARING OF S.68°09'39"E.; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 171.07 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 107°52'02", WITH A CHORD BEARING OF S.55°06'16"E.; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.48 FEET; THENCE S.01°10'15"E., A DISTANCE OF 122.02 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 16°45'43", WITH A CHORD BEARING OF S.07°12'35"W.; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 8.78 FEET; THENCE S.49°47'05"E., A DISTANCE OF 21.69 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

CONTAINING 6,963 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:
1. BEARINGS ARE BASED ON THE EAST LINE OF COMMON AREA 11, BEING N.01°10'15"W.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND Mapper.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:
WCI COMMUNITIES, LLC

SCHAPPACHER SURVEYING, LLC.
CERTIFICATE OF AUTHORIZATION LB 0007977
3804 55RD AVENUE EAST
BRADENTON, FLORIDA 34203
(941) 746-6340 (941) 747-2460 FAX

DRAWING No. 4673
STATE OF FLORIDA

DATE: 2/6/2014

JOB: S110033
EXHIBIT "B"
TO MAINTENANCE AGREEMENT

Description of Maintenance Standards

Maintenance Agreement Areas 1, 2 and 4 (Lake Banks) as legally described on Exhibit "A-1":

Service visits to consist of 2 cuts per month during growing season (_4/1_ to _11/1_). Grass to be maintained at a typical 4” to 6” height. Frequency of mowing shall be such that grass does not exceed 6” in height. It is noted that these areas do not have irrigation, no irrigation is required and WCI has no obligation to install the same.

Maintenance Agreement Areas 3, and 5 and 9 (along main boulevards) as legally described on Exhibit "A":

1. Service visits to consist of 49-43 (weekly between 3/1 and 11/1 and every other week between 11/1 and 3/1) cuts per year- grass to be maintained at typical 3.5” height. Weekly visits shall be made to complete other maintenance tasks.

2. Trim hedges & shrubs depending on species to 20”-72” height.

3. Remove all weeds, rocks, paper and other debris from these areas.

4. Trim low branches and suckers from trees a minimum of 4 times per year or as necessary to maintain a groomed appearance.

5. Mulch to be installed on an annual basis and in between, as needed. Irrigation to be inspected and tested monthly and repaired as needed to ensure proper operation of each zone.

6. All trees will be trimmed to a height of twelve feet and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel. Palms shall be trimmed to keep them free from seed pods and dead fronds up to an approximate pole saw reach of eighteen feet. All trees, palms or other plant growth overhanging stairways will be trimmed as needed.

7. All palms and trees over ten feet to be trimmed and pruned once annually. Palm fronds shall not be removed unless they are brown and/or broken.

Maintenance Agreement Areas 6 and 7 as legally described on Exhibits "A" & "A-1":
(Note: same comments as made to Maintenance Agreement Areas 3, and 5 and 9)
1. Service visits to consist of 40 cuts per year. Grass to be maintained at typical 3.5" height.

2. Trim hedges & shrubs depending on species to 20"-72" height.

3. Remove all weeds, rocks, paper and other debris from these areas.

4. Trim low branches and suckers from trees 4 times per year.

5. Mulch to be installed on an annual basis and in between, as needed. Irrigation to be inspected monthly and repaired as needed.

6. All trees will be trimmed to a height of twelve feet and are to be kept in a neat and healthy manner to promote growth. All dead, hazardous and troublesome branches will be trimmed on all trees as needed and/or whenever reported to or noted by personnel. Palms shall be trimmed to keep them free from seed pods and dead fronds up to an approximate pole saw reach of eighteen feet. All trees, palms or other plant growth overhanging stairways will be trimmed as needed.

7. All palms and trees over ten feet to be trimmed and pruned once annually.

**Maintenance Agreement Area 8 (Under FPL Easement) as legally described in Exhibit “A”:**

Grass to be maintained at no more than 8" height. Grass to be maintained at a typical 4" to 6" height. Frequency of mowing shall be such that grass does not exceed 6" in height. It is noted that this area does not have irrigation, no irrigation is required and WCI has no obligation to install the same.

**For all areas:**

*NOTE:* No mention is made whatsoever regarding the treatment of diseases, funguses, insect infestation, fertilization, etc. At minimum, a section should be added requiring for the identification of such afflictions and responsibility to eradicate them or replace plant material (including turf) that should die from these afflictions. A proper fertilization schedule also needs to be provided.