

The Florida Senate

2020 Florida Statutes

Title XL REAL AND PERSONAL PROPERTY	Chapter 720 HOMEOWNERS' ASSOCIATIONS Entire Chapter	SECTION 3075 Prohibited clauses in association documents.
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720.3075 Prohibited clauses in association documents. —

(1) It is declared that the public policy of this state prohibits the inclusion or enforcement of certain types of clauses in homeowners' association documents, including declaration of covenants, articles of incorporation, bylaws, or any other document of the association which binds members of the association, which either have the effect of or provide that:

(a) A developer has the unilateral ability and right to make changes to the homeowners' association documents after the transition of homeowners' association control in a community from the developer to the nondeveloper members, as set forth in s. [720.307](#), has occurred.

(b) A homeowners' association is prohibited or restricted from filing a lawsuit against the developer, or the homeowners' association is otherwise effectively prohibited or restricted from bringing a lawsuit against the developer.

(c) After the transition of homeowners' association control in a community from the developer to the nondeveloper members, as set forth in s. [720.307](#), has occurred, a developer is entitled to cast votes in an amount that exceeds one vote per residential lot.

Such clauses are declared null and void as against the public policy of this state.

(2) The public policy described in subsection (1) prohibits the inclusion or enforcement of such clauses created on or after the effective date of s. 3, chapter 98-261, Laws of Florida.

(3) Homeowners' association documents, including declarations of covenants, articles of incorporation, or bylaws, may not preclude the display of one portable, removable United States flag by property owners. However, the flag must be displayed in a respectful manner, consistent with Title 36 U.S.C. chapter 10.

(4)(a) The Legislature finds that the use of Florida-friendly landscaping and other water use and pollution prevention measures to conserve or protect the state's water resources serves a compelling public interest and that the participation of homeowners' associations and local governments is essential to the state's efforts in water conservation and water quality protection and restoration.

(b) Homeowners' association documents, including declarations of covenants, articles of incorporation, or bylaws, may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping, as defined in s. [373.185](#), on his or her land or create any requirement or limitation in conflict with any provision of part II of chapter 373 or a water shortage order, other order, consumptive use permit, or rule adopted or issued pursuant to part II of chapter 373.

(5) It is declared the public policy of the state that prior to transition of control of a homeowners' association in a community from the developer to the nondeveloper members, as set forth in s. [720.307](#), the right of the developer to amend the association's governing documents is subject to a test of reasonableness, which prohibits the developer from unilaterally making amendments to the governing documents that are arbitrary, capricious, or in bad faith; destroy the general plan of development; prejudice the rights of existing nondeveloper members to use and enjoy the benefits of common property; or materially shift economic burdens from the developer to the existing nondeveloper members.

History.—s. 3, ch. 98-261; s. 49, ch. 2000-258; s. 47, ch. 2000-302; s. 8, ch. 2001-252; s. 2, ch. 2002-50; s. 28, ch. 2009-243; s. 6, ch. 2013-218.

Note.—Former s. 617.3075.

10/21/2022 3:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2929089

This instrument prepared by and returned to:
Vogler Ashton, PLLC 705
10th Ave. W. #103
Palmetto, FL 34221

**RELEASE AND TERMINATION OF CIELO
EASEMENTS & RESTRICTIVE COVENANTS**

This RELEASE AND TERMINATION OF CIELO EASEMENTS AND RESTRICTIVE COVENANTS (the “Release”) is made this 1st day of October 2022, by (i) CIELO NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation, whose mailing address is 5800 Lakewood Ranch, Blvd., Sarasota, Florida, 34240, (“Association”); and (ii) BORDER AND JACARANDA HOLDINGS, LLC, and NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, both Florida limited liability companies, whose addresses are 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, (collectively, “Neal”).

WITNESSETH:

WHEREAS, the “Cielo Subdivision,” per Plat thereof recorded in Plat Book 53, Page 288, of the Public Records of Sarasota County, Florida, (the “Plat”) is a residential subdivision situate in the City of Venice, Florida; and,

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Cielo, as recorded in Official Records Instrument No. 2019169159, of the Public Records of Sarasota County, Florida, (the “Declaration”) does encumber all property within the Plat; and,

WHEREAS, Neal is actively developing the Cielo Subdivision and is empowered under the Declaration to add and/or remove lands from the Plat and/or the Declaration; and,

WHEREAS, the Association is the Chapter 720, Florida Statutes homeowners association incorporated to operate and maintain the common property associated with the Cielo Subdivision; and,

WHEREAS, Neal and Association agree that it is in the best interests of the landowners within the Cielo Subdivision to release, terminate and remove the lands set forth on Exhibit “A.” attached hereto and incorporated herein from (i) any and all easements and reservations held by Neal and/or Association pursuant to the Plat, and (ii) all terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration, such that the lands set forth on Exhibit “A” shall no longer be subject to the Declaration.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** That the above recitals are true and correct and are hereby incorporated herein.
2. **Release and Termination of Easements and other Restrictions.** As it affects and relates *only to* those specific lands set forth on Exhibit “A.” attached hereto and incorporated herein (the “Released Lands”), Neal and Association do hereby forever, as a matter of title, cause, confirm, terminate, remise, release, remove and discharge all right, title, and interest of the aforementioned parties to the following:

A) All easements and reservations as set forth on the Plat that affect and encumber the Released Lands, including specifically all Private Drainage & Flowage Easements within the Released Lands; and,

B) All terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration that affect the Released Lands, such that the Released Lands are no longer subject to the Declaration.

3. **Removal from Declaration**. Neal and Association do hereby remove the Released Lands from the Declaration, such that those Released Lands shall no longer be subject to the terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration; and the Released Lands shall no longer be deemed Common Property of the Association, as those terms are defined in the Declaration. The Association shall have no further obligation to operate and maintain the Released Lands, and Neal, and its successors and assigns, shall be obligated to operate and maintain the Released Lands at its sole cost and expense. Neal further covenants that it has engaged the project engineer for the Cielo Subdivision to review the Released Lands, and said project engineer determined that no Association drainage and/or flowage systems or facilities exist within the Released Lands nor are the Released Lands necessary for the engineered and proper operation of the Association's drainage and flowage systems and facilities. Neal further covenants that the removal of the Released Lands from the Common Property of the Association shall have no material or negative impact on the drainage and flowage of the remaining portions of the Cielo Subdivision.

WHEREFORE, the parties have hereunto agreed to and accepted the terms of this Release the day month and year first written above.

**NEAL COMMUNITIES OF SOUTHWEST
FLORIDA, LLC, a Florida limited liability company**

By: NCDG Management, LLC, a Florida limited liability company, its Manager

By: *P Curran*
Pamela Curran, its Manager

[Signature]
Witness

SGAN EIN 0971
Print Name of Witness

[Signature]
Witness

MARK CURRAN
Print Name of Witness

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 21 day of October 2022, by Pamela Curran, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the Company, () who is personally known to me, or () who has produced _____ as identification.

Echo Sanders

Signature of Notary Public

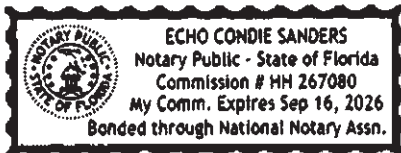
Print Notary Name: Echo Sanders

NOTARY PUBLIC STATE OF FLORIDA

Commission No. HH 267080

Expiration Date: 9-16-2026

(Affix Seal)



BORDER AND JACARANDA HOLDINGS, LLC, a Florida limited liability company

By: *Pamela Curran*
Pamela Curran, its Manager

[Signature]
Witness

SEAN FINOTTI
Print Name of Witness

[Signature]
Witness

MARK EVANS
Print Name of Witness

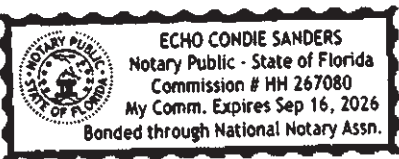
**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 21 day of October 2022, by Pamela Curran, as Manager of Border and Jacaranda Holdings, LLC, a Florida limited liability company, on behalf of the Company, () who is personally known to me, or () who has produced _____ as identification.

Echo Sanders

Signature of Notary Public
Print Notary Name: Echo Sanders
NOTARY PUBLIC STATE OF FLORIDA
Commission No. HH 267080
Expiration Date: 9.16.2026

(Affix Seal)



CIELO NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]
Chris Clark, its President

[Signature]
Witness

Haley Ballard
Print Name of Witness

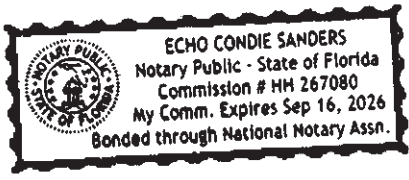
[Signature]
Witness

María Vasquez
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 21 day of October 2022, by Chris Clark, as President of Cielo Neighborhood Association, Inc., a Florida not for profit corporation, on behalf of the Corporation, () who is personally known to me, or () who has produced _____ as identification.

(Affix Seal)



[Signature]
Signature of Notary Public
Print Notary Name: Echo Sanders
NOTARY PUBLIC STATE OF FLORIDA
Commission No. HH 267080
Expiration Date: 1.16.2026

EXHIBIT "A"

LEGAL DESCRIPTION OF THE RELEASED LANDS:

(BY SURVEYOR) COMMENCING AT THE NORTHEASTERLY CORNER OF TRACT 700, CIELO SUBDIVISION AS RECORDED IN PLAT BOOK 53, PAGE 288 OF SARASOTA COUNTY OFFICIAL RECORDS THENCE SOUTH 00°00'06" WEST, A DISTANCE OF 55.04 FEET ALONG THE WEST RIGHT OF WAY LINE OF JACARANDA BOULEVARD TO THE POINT OF BEGINNING THENCE CONTINUE ALONG THE SAID RIGHT OF WAY SOUTH 00°00'06" WEST, 478.24 FEET; THENCE NORTH 89°14'10" WEST, 935.70 FEET; THENCE NORTH 00°45'50" EAST, 72.60 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 17.60 FEET AND WHOSE CHORD BEARS NORTH 11°25'30" WEST, 7.43 FEET; THENCE NORTH 7.49 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'40"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 110.67 FEET AND WHOSE CHORD BEARS NORTH 11°23'08" WEST, 46.88 FEET; THENCE NORTH 47.24 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°27'24"; THENCE NORTH 00°50'34" EAST, A DISTANCE OF 130.16 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.19 FEET AND WHOSE CHORD BEARS NORTH 09°09'26" WEST, 13.66 FEET; THENCE NORTH 13.83 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 31°27'54"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 121.73 FEET AND WHOSE CHORD BEARS NORTH 12°28'38" WEST, 52.33 FEET; THENCE NORTH 52.74 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°49'31"; THENCE NORTH 00°03'52" WEST, A DISTANCE OF 159.00 FEET TO THE SOUTH LINE OF TRACT 700 OF SAID CIELO SUBDIVISION; THENCE ALONG SAID SOUTH LINE, SOUTH 89°10'25" EAST, 957.24 FEET TO THE POINT OF BEGINNING. CONTAINING 10.42 ACRES OR 453,769 SQUARE FEET, MORE OR LESS.



EXPOSED CORRIDORE

**Potential Homeless/
Transient Camp**

CIELO

**Blind
Traffic
Approach**

PLAYGROUND

0.14 mi
~769°

350°

Laurel Rd E 762 Laurel Rd E 762 Laurel Rd E 762 Laurel Rd E 762

Jacaranda Blvd

Jacaranda Blvd

Jacaranda Blvd

Jacaranda Blvd

Jacaranda Blvd

Venice Fire Department Station 3

Caserta Ct

Caserta Ct

Corosano Dr

Google

Delicetto Dr

Carlino Dr

Carlino Dr

Carlino Dr

Corelli Dr

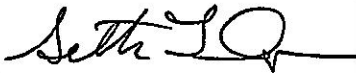

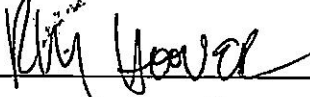
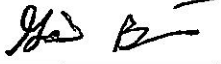
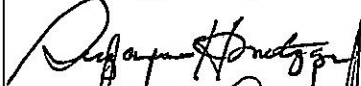


Street Number	Street Name	Name(s)	Comments	Petition
200	Caserta Court	Steele, Raymond (Andrea)		✓
204	Caserta Court	Mitchell, Jonathan		
208	Caserta Court	Miller, Chris		✓
212	Caserta Court	Domorad, Ilona		✓
216	Caserta Court	Osullivan, Kevin		✓
220	Caserta Court	Herlihy, Jason		✓
224	Caserta Court	Capote, Natalia		✓
228	Caserta Court	Lukens, Matthew		✓
232	Caserta Court	Joseph, Joseph		✓
236	Caserta Court	LeBlanc, Andrew		✓
240	Caserta Court	Redman, Sandra		✓
244	Caserta Court	Streeter, Krista		✓
248	Caserta Court	Carroll, John		
252	Caserta Court	Bender, Scott		✓
256	Caserta Court	Carlisle, Melissa		✓
260	Caserta Court	Martin, Charles		✓
264	Caserta Court	West, William		✓
268	Caserta Court	Dube, Lee		✓
272	Caserta Court	Bellanca, John		
273	Caserta Court	BORDER AND JACARAND HOLDINGS		
276	Caserta Court	Anderson, Robby		✓
277	Caserta Court	Stanziale, Charles		✓
280	Caserta Court	Roth, Steven		✓
281	Caserta Court	Thompson, Mary		✓
284	Caserta Court	Allocco, Frank & Stacy		✓
285	Caserta Court	BORDER AND JACARAND HOLDINGS		
288	Caserta Court	Goldsmith, Craig		
289	Caserta Court	Asbury, Lisa		✓
292	Caserta Court	BORDER AND JACARAND HOLDINGS		
293	Caserta Court	Shaver, Rosemary		✓
296	Caserta Court	Fifarek, Chase		✓
300	Caserta Court	Morales, Nicholas		
304	Caserta Court	Smale (TTE)		
308	Caserta Court	Campbell, Kay (Greg)		✓
312	Caserta Court	BORDER AND JACARAND HOLDINGS		
316	Caserta Court	BORDER AND JACARAND HOLDINGS		
320	Caserta Court	Butler, Gina		✓
324	Caserta Court	Bergeron, Alex		✓
328	Caserta Court	Bergeron, Jason		✓
200	Corsano Drive	BORDER AND JACARAND HOLDINGS		
204	Corsano Drive	Cruz, Ricardo (Yojana)		✓
208	Corsano Drive	BORDER AND JACARAND HOLDINGS		
212	Corsano Drive	BORDER AND JACARAND HOLDINGS		
216	Corsano Drive	BORDER AND JACARAND HOLDINGS		
220	Corsano Drive	BORDER AND JACARAND HOLDINGS		
224	Corsano Drive	BORDER AND JACARAND HOLDINGS		

228	Corsano Drive	BORDER AND JACARAND HOLDINGS		
232	Corsano Drive	Kenny, Hettie		✓
236	Corsano Drive	Taylor, William		✓
240	Corsano Drive	Veskler, Vladimir (Margarita)	Rental	
241	Corsano Drive	Steiner, Jerry		✓
244	Corsano Drive	Reedman, Jessica		✓
245	Corsano Drive	Foerster, Lucy		✓
248	Corsano Drive	Aimone, Charles		✓
249	Corsano Drive	Steiner, Ben		✓
252	Corsano Drive	Ohm, Timothy		✓
253	Corsano Drive	Griffin, Christopher		✓
256	Corsano Drive	Medvar, Keith		
257	Corsano Drive	Thompson, Seth		✓
260	Corsano Drive	Metzger, Suzanne		✓
261	Corsano Drive	Dvorak, Renee		✓
264	Corsano Drive	Olaughlin, Robert		
265	Corsano Drive	Smith, Tina		✓
200	Delicetto Drive	Boychuk, Irina		✓
204	Delicetto Drive	Litoshik, Vadim		✓
208	Delicetto Drive	Boychuk, Sergey		✓
212	Delicetto Drive	Borgstrom, Lisa		✓
216	Delicetto Drive	Carter, Leon		✓
220	Delicetto Drive	Wragg, Marc		✓
224	Delicetto Drive	Johnston, Kaitlyn		✓
228	Delicetto Drive	Hoover, Renae		✓

PETITION AGAINST RE-ZONING CIELO LAND TO COMMERCIAL USE

We, the undersigned, are homeowners in the Cielo neighborhood within the Milano PUD. We are opposed to the shopping center that has been proposed to be constructed on the southwest corner of Jacaranda Boulevard and Laurel Avenue for the following reasons:

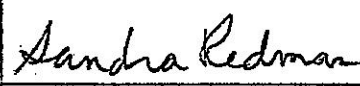
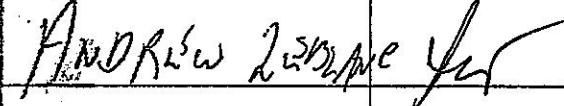
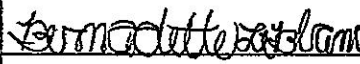
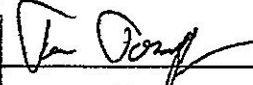
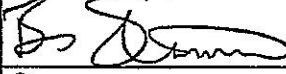
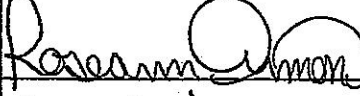
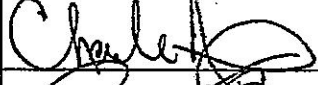
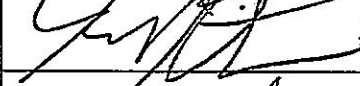
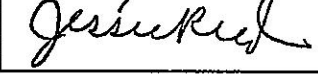
- * It will negatively affect our quality of life.
- * It will result in increased traffic, noise and light in our neighborhood.
- * The increased traffic will result in safety issues.
- * There will be an increase in litter and crime in the area.
- * The open space on which the shopping center is to be built belongs to us.
- * The Milano PUD Binding Master Plan shows no commercial plans, and we have not consented for that to be changed.
- * Many homeowners have documents in our build contracts promising that corner would be a preserve; not commercial.
- * Another grocery store is not needed. There are three Publix within approximately three miles now.
- * Our property values will be negatively affected.

SIGNATURE	PRINTED NAME	ADDRESS	DATE SIGNED
	Seth Thompson	257 Corsano Dr.	5/10/2023
	Hettie A. Kenny	232 Corsano Dr.	5.10.23
	Kim Hoover	258 Melrota	5/10/23
	Gina Butler	320 Caserta	5/10/23
	SUZANNE H. METZGER	260 CORSANO DR	5/12/23
	Chris Githin	253 Corsano	5/13/23
	Jessica Portela	261 Corsano	6/13/23

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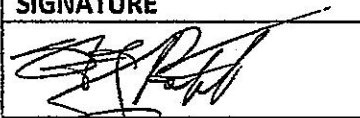
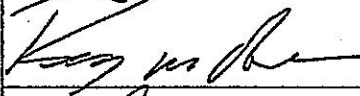
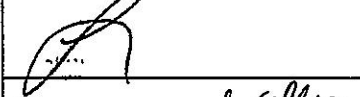
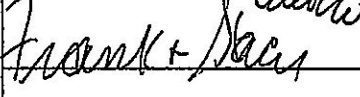
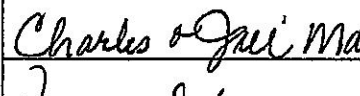
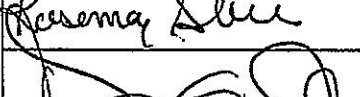

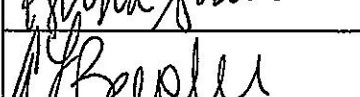
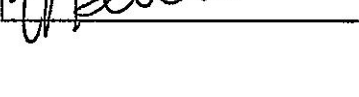
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- * Another grocery store is not needed. There are three Publix within approximately three miles now.
- * Our property values will be negatively affected.

SIGNATURE	PRINTED NAME	ADDRESS	DATE SIGNED
	Sandra Redman	240 Caserta Ct.	1/31/2023
	Andrew LeBlanc	276 Caserta Ct	1/31/2023
	Bernadette LeBlanc	236 Caserta Ct	1/31/2023
	Joseph Joseph	232 Caserta Ct	1/31/2023
	Ben Steiner	249 Corsano	1/31/23
	ROSEANN AIMONE	248 Corsano Dr	1-31-2023
	CHARLIE AIMONE	248 Corsano Dr.	1-31-2023
	Jerry Steiner	241 Corsano DR	1-31-23
	Jessica Redman	244 Corsano Dr	1-31-23

PETITION AGAINST RE-ZONING CIELO LAND TO COMMERCIAL USE

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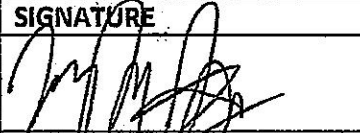
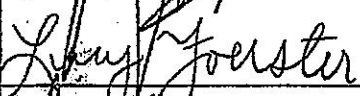
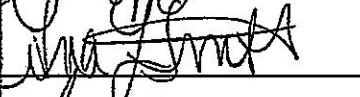


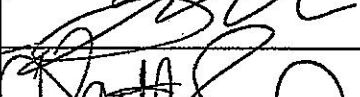

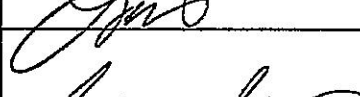
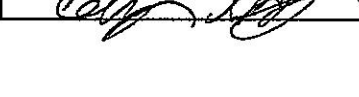
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- * The open space on which the shopping center is to be built belongs to us.
- * The Milano PUD Binding Master Plan shows no commercial plans, and we have not consented for that to be changed.
- * Many homeowners have documents in our build contracts promising that corner would be a preserve; not commercial.
- * Another grocery store is not needed. There are three Publix within approximately three miles now.
- * Our property values will be negatively affected.

SIGNATURE	PRINTED NAME	ADDRESS	DATE SIGNED
	STEVEN L. ROTH	280 CASERTA CT NOKOMIS	1-31-23
	Rozsly M. ANDRUS	276 CASERTA CT NOKOMIS FL	1/31/23
	LEE DUBE	268 CASERTA CT NOKOMIS FL	31-JAN-23
 allow	FRANK + NANCY ALLOCCO	284 CASERTA CT NOKOMIS FL	1-31-2022
	Charles + Jill Martin	260 Caserta Ct. NOKOMIS, FL	1-31-23
	Rosemary Shaver	293 Caserta Ct Nokomis, FL	1-31-23
	DAVID SHAVER	293 Caserta Court NOKOMIS	1/31/23
	Krista Streater	244 Caserta Ct. Nokomis FL	1/31/23
	Felicia + Scott Bender	252 Caserta Ct Nokomis, FL	1/31/23

PETITION AGAINST RE-ZONING CIELO LAND TO COMMERCIAL USE

We, the undersigned, are homeowners in the Cielo neighborhood within the Milano PUD. We are opposed to the shopping center that has been proposed to be constructed on the southwest corner of Jacaranda Boulevard and Laurel Avenue for the following reasons:


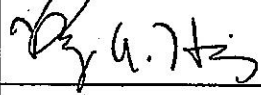




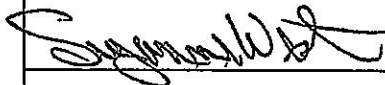
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- * Another grocery store is not needed. There are three Publix within approximately three miles now.
- * Our property values will be negatively affected.

SIGNATURE	PRINTED NAME	ADDRESS	DATE SIGNED
	William Taylor	236 Corsano Dr.	1/31/23
	Lucy Foerster	245 Corsano Dr.	2/1/23
	Tiera Smith	265 Corsano Dr.	2/1/23
	Jason Hershby	330 Caserta Ct	2/4/23
	Thana M. Domercal	212 Caserta Ct	2/1/23
	Chris Mucari	208 Caserta Ct	2/1/23
	Kaitlyn Johnson	224 delicetto	02/01/23
	Lisa Bergstrom	212 Delicetto Drive	02/01/23
	Sergey Boychuk	208 Delicetto Dr	02/04/23

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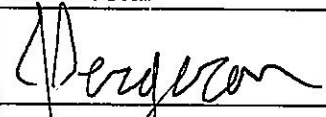
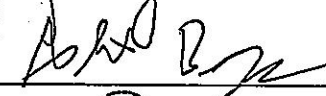



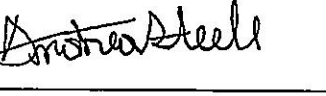
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- * Our property values will be negatively affected.

SIGNATURE	PRINTED NAME	ADDRESS	DATE SIGNED
	Terina Boyce	200 Delicetto Dr	02/01/23
	Megan A Herlihy	220 Caserta Ct.	2/1/23
	Natalia Capote	224 Caserta Ct	2/1/23
	MELISSA CHARLES	256 CASERTA CT	2/1/23
	Chase Filer	296 Caserta Ct	2/1/23
	WILLIAM M WEST	264 CASERTA CT	2-2-23
	SUZANNE WEST	264 CASERTA CT	2-2-23

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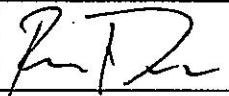


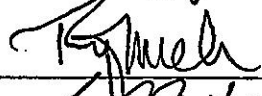
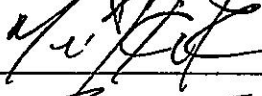


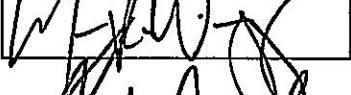

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SIGNATURE	PRINTED NAME	ADDRESS	DATE SIGNED
	Jason Bergeron	328 Caserta Court Nokomis, FL	6/9/23
	Alex Bergeron	324 Caserta Ct Nokomis, FL	6/9/23
	Cindy Campbell	308 Caserta Ct Nokomis FL 34275	6/9/23
	MARY THOMPSON	281 CASERTA CT NOKOMIS, FL	6/11/23
	VADIM LITOSHIK	204 DELICETTO	6/11/23
	Andrea Steele	200 Caserta Court. Nokomis, FL 34275	6/11/23

PETITION AGAINST RE-ZONING CIELO LAND TO COMMERCIAL USE

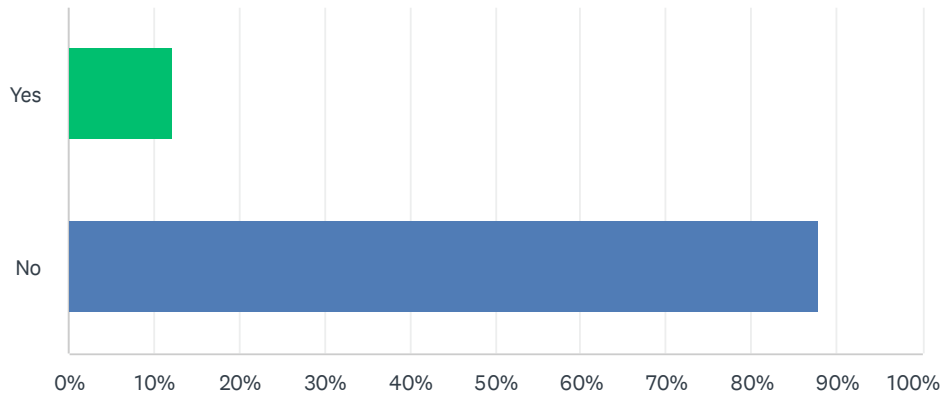
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- * Our property values will be negatively affected.

SIGNATURE	PRINTED NAME	ADDRESS	DATE SIGNED
	KEVIN OS-11100	216 CORSANO DR NOKONIS	
	Renee Dvorak	261 CORSANO DR	6/7-23
		277 Caserta dr	6-11-23
	WILLIAM WEST	264 Caserta.	6-11-23
	Timothy Ohm	252 CORSANO DR	6/11/23
	YONAH CRUZ	204 CORSANO	6/12/23
	Matthew Lukens	228 Caserta dr	6/12/23
	Lisa Asby	289 Caserta dr	6/12/23
	Marc Wroeg	220 Delcetto Dr	6/12/23
	Leon Conley	221 Delcetto Dr	6-12-23

Q1 Were you aware that the land on the corner of Laurel & Jacaranda, just north of Cielo, could be used for commercial development when you purchased your home?

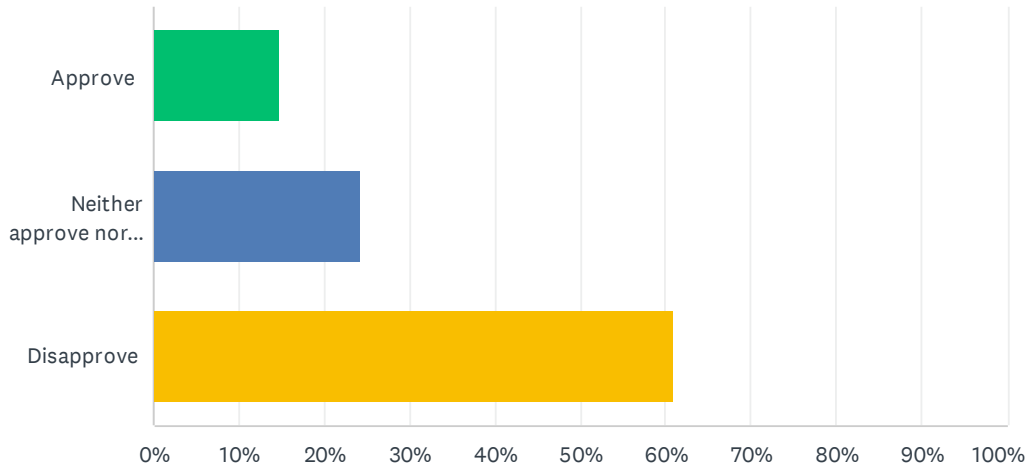
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	12.20%	5
No	87.80%	36
Total Respondents: 41		

Q2 What are your household's thoughts about the proposed commercial development at the corner of Laurel and Jacaranda Road?

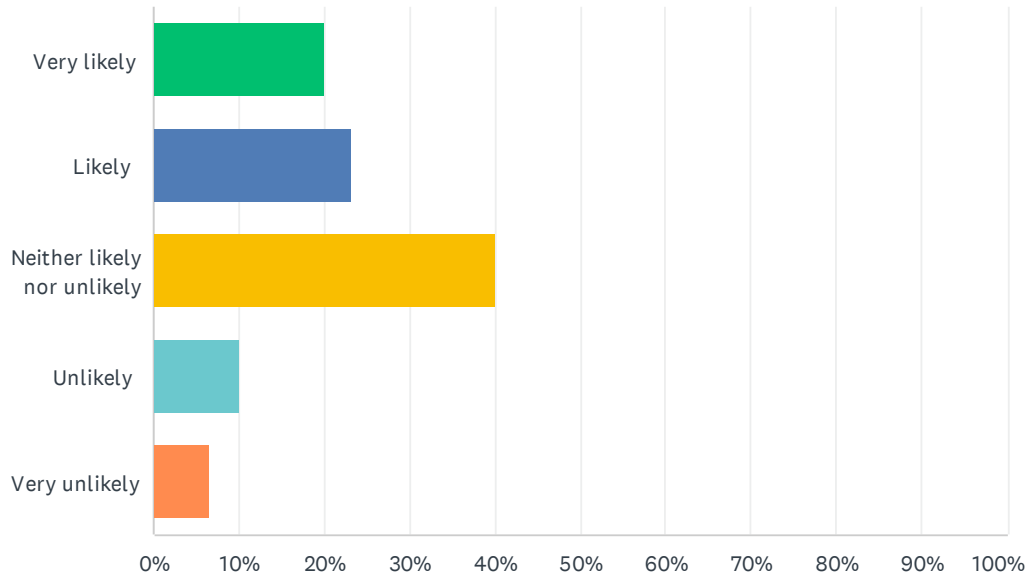
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES
Approve	14.63% 6
Neither approve nor disapprove	24.39% 10
Disapprove	60.98% 25
Total Respondents: 41	

Q3 If you answered 'disapprove' in question 1, how likely would you be to get involved or take action to prevent this from happening?

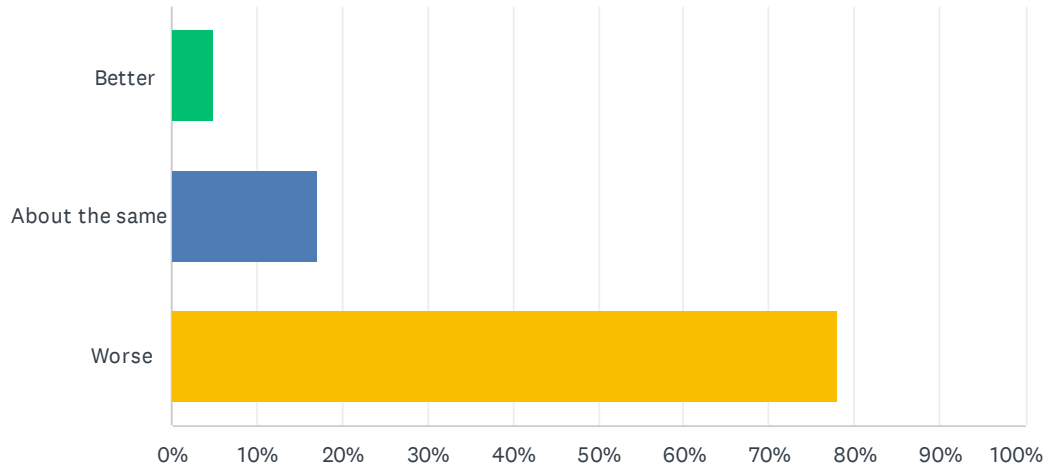
Answered: 30 Skipped: 11



ANSWER CHOICES	RESPONSES	
Very likely	20.00%	6
Likely	23.33%	7
Neither likely nor unlikely	40.00%	12
Unlikely	10.00%	3
Very unlikely	6.67%	2
Total Respondents: 30		

Q4 How do you think the proposed development will affect traffic patterns in the area of Jacaranda & Laurel?

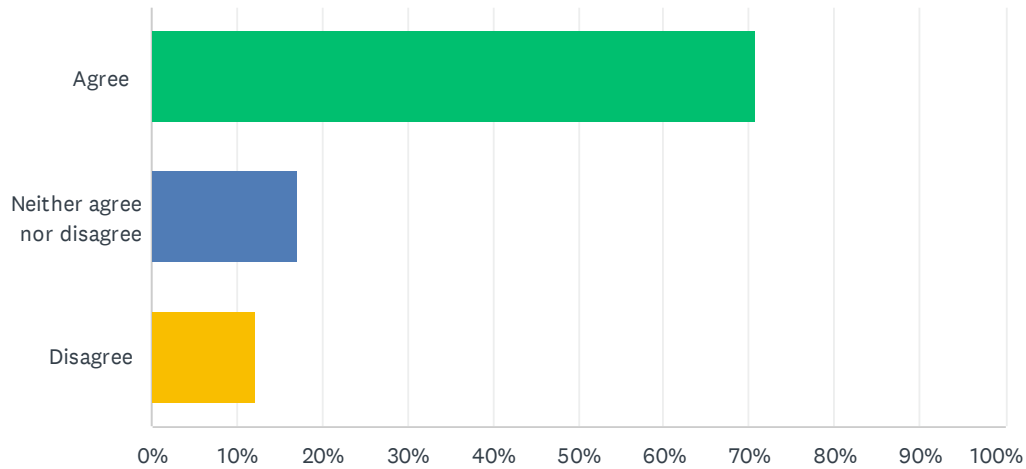
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES
Better	4.88% 2
About the same	17.07% 7
Worse	78.05% 32
Total Respondents: 41	

Q5 Do you feel that a commercial shopping plaza close by would adversely affect the safety of the neighborhood due to increased traffic, or drawing in people from outside the area?

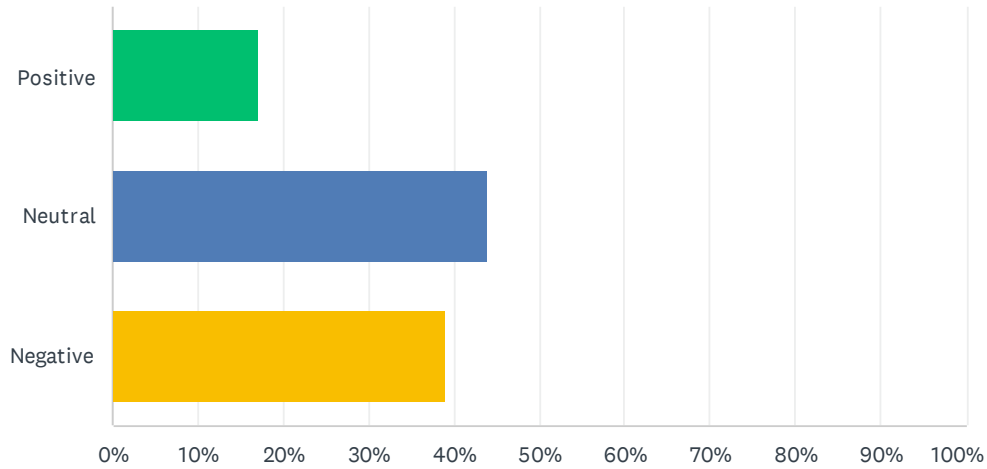
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
Agree	70.73%	29
Neither agree nor disagree	17.07%	7
Disagree	12.20%	5
Total Respondents: 41		

Q6 How do you perceive a commercial development on the corner of Jacaranda and Laurel Road will affect your home value?

Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
Positive	17.07%	7
Neutral	43.90%	18
Negative	39.02%	16
Total Respondents: 41		

Q7 Comments

Answered: 12 Skipped: 29

Q7 Comments

Answered: 12 Skipped: 29

#	RESPONSES	DATE
1	Had I known about this prior to buying the home, we most likely would not have purchased it. It was unfair for all the players involved not to tell us. We lived in a commercially developed area and moved here to get away from that and now it looks like we have it again. Very disappointing and unfair.	9/6/2022 4:20 PM
2	Thank you for doing this survey and leading us in taking some sort of action to express our views rather than just passively letting it happen.	9/6/2022 9:34 AM
3	There are two Publix stores within a 2 mile radius of the community, there is absolutely no need for another one. Unwanted traffic will pass through our community, as it is not gated! Per contract by Neal, no commercial buildings would be built nearby or any other builds that would decrease value of our home, this proposition goes against that contract!	9/5/2022 10:29 PM
4	Concern we are only non gated community that would now get more attention due to increased traffic. We'd no longer be as isolated.	9/4/2022 6:26 PM
5	We bought in this area to ride bikes and be away from "busy" areas with our child. This plaza would change how we ride bikes and enjoy the nature aspect of being out here east of 75.	9/4/2022 5:59 PM
6	I jog and walk my dogs by there all the time. People are already distracted when they drive. Half the drivers during season are half blind. Bicyclists don't use the bike lane. This is a recipe for disaster and should something happen to me or my dogs while in that area due to the increased amount of traffic, someone will be held accountable	9/4/2022 12:04 PM
7	Thanks for doing this	9/3/2022 8:42 PM
8	Personally for convenience, I think commercial is fine.	9/3/2022 6:46 PM
9	I was asked to initial a page with a map on it at closing that described the development area as "preserve." I'm confident I wasn't the only one. Misleading at best, fraudulent at worst! I believe we should be compensated for that.	9/3/2022 6:33 PM
10	Thank you	9/3/2022 4:46 PM
11	Like we talked about. I like that it is just a preserve area over there currently, but I am not against a shopping plaza that much either. I really don't think anything a bunch of people say is going to make a difference either.	9/3/2022 4:43 PM
12	They are building an additional 3000 homes in the surrounding area. Traffic is going to increase regardless. The two nearest Publix are already busy, traffic to get to them ,etc	9/3/2022 4:35 PM



Seth Thompson <seth.thompson9478@gmail.com>

Accepted: Jacaranda/ Laurel Rd commercial development @ Sat Sep 10, 2022 9am - 11am (EDT) (seth.thompson9478@gmail.com)

maryann@keypointcommunication.com <maryann@keypointcommunication.com>

Wed, Sep 7, 2022 at 2:12 PM

Reply-To: maryann@keypointcommunication.com

To: seth.thompson9478@gmail.com

maryann@keypointcommunication.com has accepted this invitation.

[Join with Google Meet](#)

Meeting link

meet.google.com/yuz-qxvi-bcn

Discuss Cielo resident concerns & feedback to the proposed commercial development at the corner of Jacaranda & Laurel:

- Increased traffic, including attraction of people outside the area (highway, bikers, homeless)
- Lighting, noise, aesthetics (parking lot vs. wild life)
- Lack of gated entrance/ concern about safety for our family neighborhood

When

Saturday Sep 10, 2022 · 9am – 11am (Eastern Time - New York)

Location

[257 Corsano Dr, Nokomis, FL 34275, USA](#)

[View map](#)

Guests

seth.thompson9478@gmail.com - organizer

pneal@nealcommunities.com

maryann@keypointcommunication.com

[View all guest info](#)

You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to [Calendar settings](#), select this calendar, and change "Other notifications".

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

 **invite.ics**
2K



Seth Thompson <seth.thompson9478@gmail.com>

Cielo survey/ meeting

Seth Thompson <seth.thompson9478@gmail.com>

Tue, Sep 13, 2022 at 7:34 PM

To: pneal@nealcommunities.com

Cc: maryann@keypointcommunication.com

Pat & Maryann,

Thank you for making it a priority to visit with me on Saturday morning to discuss the proposed commercial development on Jacaranda & Laurel Road. It was reassuring to know you are committed to doing the right thing by taking steps to protect our safety, home values, and quality of life.

The following is a link to the survey that went out to the 44 current residents in Cielo https://www.surveymonkey.com/stories/SM-8EcEHRWOyk1QsQkGZgIIKQ_3D_3D/. The 93% response turnout provides a pretty good overall perspective of the community in response to the commercial shopping plaza.

I understand your reservation about attending our food truck event this Friday. However, I have attached a copy of the flyer in case you reconsider making a cameo appearance.

Thanks again for the insights, the site plans, and your time. Looking forward to talking soon.

Sincerely,

Seth Thompson

257 Corsano Dr, Nokomis, FL 34275



22-09-16 Gram Slam Bar B Que.pdf

652K

Corsano Dr 200

BLUE SKY PARK

SLOW
KIDS at
PLAY!





3469 - 3489
THE SHOPPES AT
LAUREL SQUARE

GOODWILL
DONATION DRIVE-THRU

ALLIANCE
MARTIAL ARTS & FITNESS

SUBWAY

STOP

HERILIFE

GOODWILL
DONATION DRIVE-THRU



CIELO
REAL COMMUNITES

Corsano

7

ARTICLE 4
COMMON PROPERTY / COMMON AREAS

4.01. Description of Common Property / Common Areas. The Common Property (also referred to herein as the Common Areas or Common Elements) shall consist of the following, provided however, Common Property shall not include any portion of the Subdivision that Declarant has conveyed and/or dedicated to any other governmental authority:

(a) The Common Property owned by or granted or leased to the Association, or the use of which has been granted to the Association, together with all improvements thereto, as same may be described herein this Declaration and/or designated on the recorded Plat of the Initial Property or on the Plat of any other Property added to this Subdivision. Such Common Property for which the Association shall have the power, authority and responsibility to operate and maintain, all as subject to this Declaration, shall include (i) the private, neighborhood streets and roadways set forth on the Plat, including the areas identified as a private roadway easement or other private easements thereon, including but not limited to, private drainage and utility easements and facilities, conservation or preservation easements, tracts and facilities designated on the Plat or herein as under the control of the Association; (ii) the entrance and other private roadway medians installed within such private streets and roadways, including improvements therein and thereon, such as landscaping, access gates, walls, fences, and appurtenances, signage and lighting, (but not including any public water, public sewer, public reclaimed water, public roads or similar facilities dedicated to the City and/or general public); (iii) any areas identified as Common Areas under control of the Association as designated on the Plat and/or within this Declaration, including its List of Holdings as set forth on Exhibit "E," attached hereto and incorporated herein, including common landscaped areas, open space areas, recreational areas (which may include recreational centers, tot lots, pools, spas and any other recreational amenities and facilities that may be provided for the Subdivision as same are identified on the Plat), any linear parks, trails, walkways, and open space amenity areas created by Declarant (if any); and (iv) the right to use the private Common Areas and the private amenities constructed therein. Common Areas shall not include tracts, improvements or facilities dedicated to the public, unless the Declarant has otherwise specifically identified those areas as private "Common Areas" or areas to be maintained by the Association. The Association shall adopt separate rules and regulations, which may be amended from time to time, regulating all Owners' (and their permitted guests) use of the Common Areas/Common Property, and all Owners shall be required to strictly adhere to such rules and regulations, including requiring their permitted guests to strictly adhere to such rules and regulations, or be subject to having their use of and access to the Common Property restricted or prohibited by the Association. The Association may implement additional and more restrictive rules and regulations regarding the use and maintenance of the Common Property; and in particular, the use of any recreational centers and pools.

(b) Individual mailboxes or clustered mailboxes in a mail station or center, attached to free-standing posts or located within a common mail station, which serve two or more Lots (the "Mailboxes"), if same are described as Common Areas by Declarant. The Mailboxes shall be located at such places throughout the Subdivision as may be designated by Declarant prior to the Turnover Date, and thereafter by the Board, which location shall be as set forth on approved site plans for the Subdivision and is subject to approval by the United States Postmaster General.

(c) Any and all signage, including, but not limited to, stop signs, warning signs, and speed limit signs, located anywhere within the Common Property, but not any such signs located on public streets and right of ways.

(d) Such additional Common Property as Declarant may elect to add and other Common Property that may be acquired by the Association as hereinafter provided. Declarant reserves the right to amend and alter the development plan and/or scheme of development of the Common Property, in Declarant's sole and absolute discretion, provided such amendment does not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size and quality of the Common Property. Notwithstanding anything to the contrary herein, Declarant reserves the right to, and the Association, and all Owners by acceptance of a deed to any Lot, shall automatically be deemed to have consented to this reservation by Declarant to change the scheme of the development and general development plan of the Project, including but not limited to, additions to, and deletions of the Common Property, reconfiguration of Lots, change of uses, change of Lot types, and all other changes to the Subdivision and Subdivision Improvements so implemented by Declarant pursuant hereto.

4.02. Members Easement of Enjoyment. Every Member shall have a non-exclusive easement for the use and enjoyment of the Common Property. Said easement is appurtenant to and passes with the Member's Lot. Each Member's easement with respect to the Mailboxes (if same are designated as Common Areas) is restricted to the Mailbox specifically assigned to the Lot owned by such Member. The easement is subject to this Declaration and rules and regulations, including any standards, specifications, guidelines, or the like promulgated by the Board. Notwithstanding anything to the contrary herein, Declarant and Developer, and their successors, assigns, agents and invitees, hereby reserve and are granted an easement for ingress, egress, access and use on, over, under, through and across all gates, entranceways, roadways and all other Common Property within the Subdivision, which access and use easement shall continue until such time as Declarant and Developer no longer own or control any Lot within the Subdivision.

4.03. Delegation of Use. Any Owner may delegate his right of use of the Common Property to the members of his family, tenants or social guests, subject to this Declaration.

4.04. Waiver of Use. No Owner may exempt himself from personal liability for Assessments nor release the Lot owned by him from the liens and charges for such Assessments by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of his Lot.

4.05. Extent of Member's Easement. The rights and easements of enjoyment created herein are subject to the following:

(a) The right of the Board and its ARC to establish reasonable rules and regulations, including any standards, specifications, guidelines, or the like, governing the use of the Common Property.

(b) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, district or authority, for such purposes and subject to such conditions as may be agreed to by Declarant or the Association. No such dedication or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3rds) of the votes of the membership after written notice of the proposed action is sent to every

Member not less than sixty (60) nor more than one hundred twenty (120) days in advance of any action taken.

(c) The right of Declarant or the Association, by its Board, to dedicate or transfer any public or private utility, drainage or utility easements that are Common Property or are located on Common Property.

(d) The right of Declarant to reserve onto itself additional non-exclusive easements in, on, under, through or over Common Property, and the right of Declarant to grant additional non-exclusive easements in, on, under, through or over Common Property to owners of property not part of the Subdivision for the purposes of access, ingress, egress, utilities or drainage.

(e) The right of the Association through the Board, with the written consent of Declarant prior to the Turnover Date, and without such consent thereafter, to grant such drainage, utility and access easements in, on, under, through, or over the Common Property, or any part thereof, to governments having jurisdiction, providers of utilities or Declarant, provided such easement, in the judgment of the Board, will not unreasonably interfere with the use of the Common Property for its intended purpose.

(f) The right of the Association to suspend the rights of a Member, or a Member's tenants, guests, or invitees, to use the Common Property for infractions of this Declaration or any rules and regulations, including any standards, specifications, guidelines, or the like, governing the use of the Common Property, including but not limited to, for failure to pay Assessments and conduct unbecoming a "Family-Friendly" neighborhood.

(g) The terms of this Declaration, as amended and supplemented, the Code and the terms of all governmental approvals affecting the development of the Subdivision, and the rights of the City.

(h) MEMBERS' USE OF THE COMMON PROPERTY IS SUBJECT TO THE PROVISIONS OF THIS DECLARATION, WITH SPECIAL ATTENTION TO ARTICLES 12.06, 12.08, 12.15, 12.16, 12.17 AND THE PROVISIONS SET FORTH BELOW:

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL OR SECURITY FOR ANY PARK, LAKE, RECREATION AREA, RECREATIONAL AMENITY, GATE, GATED ENTRANCE OR ACCESS POINT, WETLAND, NATURE AREA OR ANY OTHER COMPONENT OF THE COMMON PROPERTY, INCLUDING POOL, POOL HOUSE, GATHERING AREA, TOT LOT/PLAYGROUND, BOARDWALK, OR OTHER AMENITIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE, INCLUDING BUT NOT LIMITED TO, ALLIGATORS, SNAKES, RODENTS, COYOTES, WILD HOGS, ANTS, BEES, WASPS, AND OTHER STINGING INSECTS (HEREINAFTER COLLECTIVELY "WILDLIFE") MAY HABITAT OR ENTER INTO THE PROPERTIES, LOTS AND DWELLING UNITS AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES (AS DEFINED IN ARTICLE 12.16) ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. WILD HOGS HAVE BEEN KNOWN TO DAMAGE SOD AND LANDSCAPING HOWEVER THE LISTED PARTIES ARE UNDER NO DUTY TO

PROTECT AGAINST OR REPAIR ANY SUCH DAMAGE. ALTHOUGH THE SUBDIVISION HAS GATED ACCESS POINTS AND PRIVATE STREETS, SECURITY IS NOT PROVIDED IN THE SUBDIVISION, NOR IS THE SUBDIVISION MONITORED FOR SECURITY, AND DECLARANT AND ASSOCIATION PROVIDE NO GUARANTY OR OTHER ASSURANCES THAT OTHER MEMBERS OF THE PUBLIC WILL BE PROHIBITED AND/OR PREVENTED FROM ENTERING THE SUBDIVISION. ANY OWNER OR INDIVIDUAL ENTERING THE SUBDIVISION AND USING ANY PROPERTY, INCLUDING THE COMMON PROPERTY, SHALL DO SO AT HIS/HER OWN RISK AND HEREBY FOR HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS, TENANTS, INVITEES AND GUESTS, AGREES TO INDEMNIFY AND HOLD THE LISTED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES OF ANY KIND ARISING FROM SUCH USE OF AND ENTERING INTO THE SUBDIVISION.

4.06. Association's Acceptance of Common Property. Acceptance of Common Property. The Association shall operate, maintain and repair the Common Property at all times regardless of whether fee simple ownership shall be with Developer or another party. Notwithstanding anything to the contrary in the Declaration, Articles or By-Laws, the Association shall accept fee simple title to the Common Property (including Common Elements and Common Areas) and shall assume all responsibilities associated with the Lot Maintenance Services, all in their "As-Is, Where-Is" condition.

ARTICLE 5 ASSESSMENTS

5.01. Personal Obligation and Lien for Assessments. Each Owner of a Lot covenants and agrees to pay to the Association all Assessments levied with respect to such Lot so owned by an Owner, in accordance herewith. The covenant and agreement of an Owner shall begin upon acquisition of such ownership interest in a Lot by any means whatsoever, whether or not it shall be so expressed in any deed or other instrument. Each Assessment, together with Delinquency Charges as provided herein shall be the personal obligation of the Owner of such Lot at the time when the Assessment is due and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. The personal obligation to pay all Assessments, including all past due Assessments and Delinquency Charges, shall also pass to the successors in title of an Owner (and a first mortgagee acquiring title by any means whatsoever shall be deemed a successor in title to the Owner), and both shall be jointly and severally liable for all of the Assessments, including all past Due Assessments and any Delinquency Charges. All Assessments, together with such Delinquency Charges, shall also be a charge on the land and a continuing lien upon the Lot, which lien shall remain on the Lot and shall run with the land and title thereto, and such continuing lien shall pass to the successors in title of an Owner (which successors in title includes a first mortgagee who may acquire title by any means, including deed in lieu of foreclosure and foreclosure). The Association may record in the Public Records a "Notice of Lien" setting forth amounts claimed due the Association as to any one or more Lots. The execution and recording of such notice is not required in order for the continuing lien for Assessments to be valid. Any assessments paid by Declarant and/or Initial Landowner shall be as set forth in Article 5.16, below.

5.02. Purposes of Assessments. Assessments levied by the Association shall be used only for the purposes set forth in this Declaration, the Articles and By-Laws. Amounts assessed for Common Expenses shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, as may be authorized from time to time by the Board.

1 hearing.

2 Q. Do you know who Seth Thompson is?

3 A. I do. I consider him a friend.

4 Q. And he at one point was the third member
5 of the Board of Directors for the neighborhood
6 association?

7 A. I've had many meetings with Seth Thompson.

8 Q. And in one of those meetings he actually
9 gave you the results of a survey that he had done on
10 whether or not the people of Cielo wanted this
11 shopping center or not, correct?

12 A. I don't remember that, Mr. Scott. I
13 remember quite a few meetings with him, but I don't
14 remember the numbers.

15 Q. But you don't remember that one?

16 A. I don't remember the numbers.

17 Q. Do you remember generally that the people
18 of Cielo were in opposition to the shopping center?

19 MR. BOONE: Objection. Assumes facts not
20 in evidence.

21 THE WITNESS: We've been dealing with the
22 homeowners association, and the homeowners'
23 representation -- representative's name is
24 Jessica. So though I've had dealings with
25 Mr. Thompson, he was a previous homeowners

1 association representative and he was -- oh, I
2 don't know what the proper word is -- deselected
3 and a new homeowners association took over, so I
4 have not had extensive dealings with him for
5 perhaps six months.

6 Q. (BY MR. SCOTT) It's true that he actually
7 stepped down.

8 A. I'm not so sure, Mr. Scott.

9 Q. All right.

10 A. In fact, I'm quite sure that was not the
11 circumstances.

12 The CLERK: I didn't hear that comment at
13 all.

14 THE WITNESS: He was not reelected. Nice
15 man, easy to communicate with. He did not
16 choose voluntarily not to be on the board.

17 Q. (BY MR. SCOTT) When did you stop using
18 this Cielo map that's currently on the overhead?

19 A. That's kind of equivalent to when did I
20 stop beating my wife. I don't know.

21 Q. By the time you did stop using that, had
22 you sold nearly all of the lots in Milano PUD?

23 A. I don't even know the beginning nor the
24 end of this. I can't give you any accurate answer.

25 Q. Okay.