

Prepared by and return to:
Kelly M. Fernandez, Esq.
Persson, Cohen & Mooney, P.A.
236 Pedro St.
Venice, Florida 34285

**OPEN SPACE RESTRICTION AND COVENANT
PURSUANT TO THE CITY OF VENICE LAND DEVELOPMENT REGULATIONS**

This Open Space Restriction and Covenant Pursuant to the City of Venice Land Development Regulations ("Restriction") is made and entered this _____ day of _____, 2023, by Neal Signature Homes, LLC, a Florida limited liability company ("Owner").

RECITALS:

A. Owner is the fee simple owner of lands within the City of Venice, Sarasota County, Florida, described in Exhibit "A", attached hereto and made a part hereof (the "Property") and warrants that it has full authority to impose the restrictions and covenants herein.

B. At Owner's request, the City Council of the City of Venice, Sarasota County, Florida, rezoned the Property to Planned Unit Development ("PUD") by Ordinance No. 2018-11 (the "Rezone Ordinance").

C. Section 87-2.2.4.5.A. of the City of Venice Code of Ordinances ("City Code") requires lands zoned PUD to contain a minimum of fifty percent (50%) "open spaces". This is a land use restriction and is a condition of the City's enactment of the Rezone Ordinance.

D. Section 87-2.2.4.4.D. of the City Code requires land in a PUD designated as open space to be restricted by appropriate legal instrument satisfactory to the City Attorney as open space perpetually, or for a period of not less than 99 years.

NOW THEREFORE, Owner does hereby declare and covenant that the Property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Planned Unit Development Open Space. The open spaces depicted or described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter referred to as the "Open Space Lands"), are restricted as follows for 99 years from the date this Restriction is recorded:

- a. The Open Space Lands shall be unoccupied, or predominantly unoccupied, by buildings or other impervious surfaces.

- b. The Open Space Lands shall only be used for stormwater management, parks, recreation, conservation, preservation of native habitat and other natural resources, or historic or scenic purposes.
- c. No more than five percent (5%) of the Open Space Lands may be occupied by impervious surfaces.

3. This Restriction does not confer or imply governmental regulatory approval or disapproval for the uses listed herein. Any development or use rights otherwise appertaining to the Open Space Lands are relinquished and shall not be asserted.

4. Recording; Covenant Running with the Land. This Restriction shall be recorded in the public records of Sarasota County, Florida, shall constitute a covenant running with the land and shall be binding upon the Owner, its successors and assigns, and shall continue as a servitude running in perpetuity with the Open Space Lands.

5. Governing Law; Enforcement; Venue. This Restriction shall be governed and construed in accordance with the laws of the State of Florida and may be enforced by the City of Venice by filing an action for injunctive relief in the circuit court. Venue for any such enforcement proceeding shall be Sarasota County, Florida.

6. No Third Party Rights. This Restriction is solely for the benefit of the City of Venice and is provided by Owner solely for the purpose of complying with applicable zoning requirements. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party.

7. Amendment. This Restriction may be amended by Owner by recording in the Public Records an instrument for that purpose executed by Owner in the same manner as this Restriction. However, no amendment shall be effective without the written joinder and consent of the City Council for the City of Venice, Sarasota County, Florida.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

In witness whereof, Owner has caused this Restriction to be executed in its name the date first above written.

WITNESSES:

Owner:

NEAL SIGNATURE HOMES, LLC, a Florida limited liability company

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

By:

Name: Pamela Curran

Its: Manager

Witness

Print Name of Witness

Witness

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 4 day of August, 2023 by Pamela Curran, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Signature Homes, LLC, a Florida limited liability company, on behalf of the Company, (☒) who is personally known to me, or (☐) who has produced _____ as identification.

(Affix Seal)

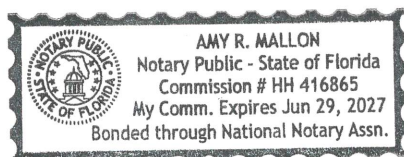
Signature of Notary Public

Print Notary Name: Amy R. Mallon

NOTARY PUBLIC STATE OF FLORIDA

Commission No. _____

Expiration Date: _____



ACCEPTANCE

The City of Venice hereby accepts this Open Space Restriction and Covenant Pursuant to City of Venice Land Development Regulations described above.

ATTEST

Nick Pachota, Mayor

Kelly Michaels, MMC, City Clerk

Approved as to form:

Kelly M. Fernandez, City Attorney

Exhibit "A"

Tracts 300, 301, 302, 303, 304, 305, 306, 500, 501, 502, 600, 601, 602, 603, 604, 605 and 606 as identified and described on the plat for Aria, a Subdivision, as recorded in Plat Book 52, Page 428 of the Public Records of Sarasota County, Florida, with the aforementioned Tracts 500 and 502 being further modified by Plat of Aria, Phase III, as recorded in Plat Book 55, Page 359 of the Public Records of Sarasota County, Florida; and,

Tract 607 as identified and described on the plat for Aria, Phase III, as recorded in Plat Book 55, Page 359 of the Public Records of Sarasota County, Florida.