

## DECLARATION OF MAINTENANCE RESPONSIBILITIES

WHEREAS Heartis Venice, LLC (Lance Handenburg, Manager), hereinafter referred to as the Developer, is developing a subdivision/condominium within the city limits of Venice, Florida, known and identified as Heartis Venice, on the following described real property:

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 17, "NOKOMIS", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; RUN THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 1, SOUTH 31°55'25" EAST, 208.35 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY BOUNDARY LINE OF A 20 FOOT ALLEY, LYING 20 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY BOUNDARY OF LOT 42, BLOCK F, OF SAID "NOKOMIS"; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY LINE, SOUTH 57°46'04" WEST, 159.22 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF TAMiami TRAIL (U.S. HIGHWAY 41) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 17020-2576; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF TAMiami TRAIL THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 32°35'34" EAST, 425.64 FEET; 2) THENCE SOUTH 59°04'34" WEST, 3.22 FEET; 3) THENCE SOUTH 32°05'44" EAST, 21.52 FEET; 4) THENCE NORTH 59°07'06" EAST, 3.41 FEET; 5) THENCE SOUTH 32°35'34" EAST, 119.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 57°24'26" EAST, 25.00 FEET; THENCE SOUTH 32°35'34" EAST, 120.94 FEET; THENCE SOUTH 78°46'35" WEST, 26.85 FEET TO A POINT OF INTERSECTION OF THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF TAMiami TRAIL; AND THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 32°35'34" WEST, 111.16 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 2,901 SQUARE FEET (0.07 ACRES), MORE OR LESS.

WHEREAS, the Developer desires to have its plat/site plan approved and to have the City of Venice undertake certain responsibilities with respect to said development.

WHEREAS, the Developer and the City have agreed that certain of said roads and drainage facilities shall remain privately owned and be maintained by the Developer at no expense to the City of Venice, after completion of construction.

NOW, THEREFORE, the Developer agrees that, upon completion of construction, the Developer shall maintain and repair to applicable City specifications those roads and drainage facilities identified in EXHIBIT B attached hereto

This Agreement shall run with the land as described above and shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

Made and executed this 20 day of August, 2019.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date and year first above written.

Signed, sealed and delivered  
in the presence of:

Gregory Garrison  
Gregory Garrison  
Samuel Sherman  
Samuel Sherman

Attest: Elizabeth Traino  
Secretary

By: **Heartis Venice, LLC**, a Delaware limited liability  
company

By: Heartis Venice JV, LLC, a Delaware  
limited liability company, its sole member

By: Heartis Venice Recap, LP, a Texas  
limited partnership, its Managing Member

By: Heartis Venice GP, LLC, a Texas  
limited liability company, its general  
partner

By: Lance M. Hardenburg  
Name: Lance M. Hardenburg  
Title: Manager

STATE OF Texas )  
COUNTY OF Dallas )

Subscribed before me this 20 day of August, 2019, by Manager  
Lance M. Hardenburg and secretary Elizabeth Traino, who are personally known to me  
or produced (Pres —) (Secy —) as identification.

Laura Ramey  
Notary Public

Notary stamp:  
Commission No.

