

After recording return to:

Meritage Homes
10117 Princess Palm Avenue, Suite 550
Tampa, Florida 33610
Attention: Community Relations Manager

**SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VENICE WOODLANDS**

THIS SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VENICE WOODLANDS (this "Supplemental Declaration") is made as of the 22 day of July, 2021, by **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("Declarant"), whose address is 10117 Princess Palm Ave, Suite 550, Tampa FL, 33610, and is joined in and consented to by **TOLL BROS., INC.**, a Pennsylvania corporation, whose address is 250 Gibraltar Road, Horsham, PA 19044 ("Developer").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Venice Woodlands recorded May 14, 2019 as Instrument 2019062627 of the Public Records of Sarasota County, Florida (the "Declaration"), encumbering certain real property located in Sarasota County Florida more particularly described in the Declaration ("Venice Woodlands"); and

WHEREAS, pursuant to Section 2.2 of the Declaration, Declarant may, from time to time, in its discretion, cause all or any portion of the Additional Property (as defined in the Declaration) to be subjected to the jurisdiction of the Declaration and to become a part of the Property (as defined in the Declaration); and

WHEREAS, Developer is the owner of the real property located in Sarasota County, Florida as more particularly described on Exhibit A attached hereto and made a part hereof ("Phase 2A"); and

WHEREAS, Phase 2A is part of the Additional Property under the Declaration; and

WHEREAS, Developer has determined that extending the scheme of the Declaration to Phase 2A is a benefit to the present and all subsequent owners of the Property and has requested that Declarant annex Phase 2A into the Declaration as provided in this Supplemental Declaration.

NOW, THEREFORE, Declarant hereby declares, and Developer hereby joins in and consents, that:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All initially capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Declaration.

2. Phase 2A is hereby made a part of the Property and shall be held, sold and conveyed subject to the Declaration, including this Supplemental Declaration, which shall run with the Property (including, without limitation, Phase 2A), and the jurisdiction of the Association is hereby extended to Phase 2A.

3. Developer has determined and Declarant hereby confirms that the portions of Phase 2A reserved for ownership and maintenance by the Association under the Plat for Phase 2A, as recorded in Plat Book [REDACTED], Page [REDACTED] of the Public Records of the County (specifically including, but not limited to, Tracts [REDACTED]), are Common Areas under the Declaration.

4. BY ACCEPTANCE OF A DEED OR BY ACQUIRING ANY INTEREST IN ANY OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE ADDITIONAL PROPERTY), ANY AND ALL PARTIES, INCLUDING, WITHOUT LIMITATION, A PURCHASER OR AN OWNER (EACH SUCH PARTY BEING AN "ACQUIRING PARTY") FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH ACQUIRING PARTY, SHALL CONCLUSIVELY BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT (A) DECLARANT WAS NOT AND IS NOT THE DEVELOPER OF PHASE 2A; (B) DEVELOPER IS THE DEVELOPER OF PHASE 2A AND DEVELOPER CONSTRUCTED, IMPROVED AND INSTALLED THE INFRASTRUCTURE AND RELATED IMPROVEMENTS IN PHASE 2A; AND (C) DECLARANT HAS NOT ASSUMED ANY LIABILITIES NOR ANY OBLIGATIONS OF DEVELOPER, AS THE DEVELOPER OF ANY IMPROVEMENTS AND RELATED INFRASTRUCTURE, OR OTHERWISE, WITHIN OR WITH RESPECT TO ANY COMMON AREAS OR OTHER PROPERTY WITHIN PHASE 2A, AND DEVELOPER SHALL BE SOLELY LIABLE THEREFOR. EACH ACQUIRING PARTY, BY ACCEPTANCE OF A DEED OR BY ACQUIRING ANY INTEREST IN ANY OF THE PROPERTY, DOES DISCHARGE, RELEASE, AND FULLY EXONERATE DECLARANT FROM ANY AND ALL SUCH LIABILITIES AND OBLIGATIONS, AND DOES COVENANT NOT TO SUE OR MAKE ANY CLAIM AGAINST DECLARANT FOR ANY SUCH LIABILITIES OR OBLIGATIONS (INCLUDING, WITHOUT LIMITATION, AUTHORIZING THE ASSOCIATION TO SUE OR MAKE ANY CLAIM AGAINST DECLARANT FOR ANY SUCH LIABILITIES OR OBLIGATIONS).

5. This Supplemental Declaration shall be binding on all parties having any right, title, or interest in the Property or any part thereof (including, without limitation, Phase 2A), their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the date first set forth above.

Signed, sealed, and delivered
in the presence of

MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation

WITNESSES:

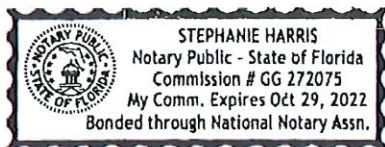
Carol S. Knauer
Name: Carol S. Knauer
Robert E. Roessel
Name: Robert E. Roessel

By: [Signature]
Name: Steve Harding
Title: Florida Region President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of July, 2021, by Steve Harding, as Florida Region President of **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or ☐ has produced a driver's license as identification.

(NOTARY SEAL)



Stephanie Harris
NOTARY SIGNATURE

Stephanie Harris
PRINTED NOTARY NAME

NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: GG 272075
My Commission Expires: Oct 29, 2022

JOINDER AND CONSENT BY DEVELOPER

The undersigned hereby consents to, and submits the portion of the Property owned by it and described herein to, the foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Venice Woodlands and all of its covenants, conditions, easements, restrictions, terms, and provisions.

Signed, sealed, and delivered
in the presence of

WITNESSES:


Name: Keith Clipp

Name: Lillian Rose Perrone

"DEVELOPER"

TOLL BROS., INC., a Pennsylvania
corporation

By: 

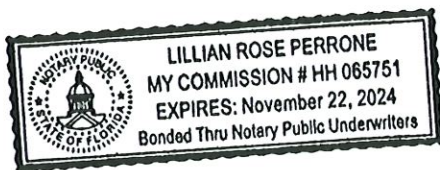
Name: Jimmy Oriol

Title: Division Vice President

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of July, 2021, by Jimmy Oriol, as Division Vice President of TOLL BROS., INC., a Pennsylvania corporation, on behalf of the corporation. He is personally known to me or ☐ has produced a driver's license as identification.

(NOTARY SEAL)




NOTARY SIGNATURE

Lillian Rose Perrone

PRINTED NOTARY NAME

NOTARY PUBLIC, STATE OF FLORIDA

Commission Number: HH065751

My Commission Expires: November 22, 2024

EXHIBIT "A"

LEGAL DESCRIPTION OF PHASE 2A

LEGAL DESCRIPTION:

TRACT 301, OF VENICE WOODLANDS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGES 43 THROUGH 58 INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 301, OF VENICE WOODLANDS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGES 43 THROUGH 58 INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT 301 THE FOLLOWING TWENTY-TWO (22) COURSES: 1) SOUTH 00°25'22" WEST, A DISTANCE OF 534.62 FEET; 2) NORTH 89°34'38" WEST, A DISTANCE OF 20.00 FEET; 3) SOUTH 00°25'22" WEST, A DISTANCE OF 87.38 FEET; 4) NORTH 89°21'13" WEST, A DISTANCE OF 520.19 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 5) NORTHWESTERLY 293.77 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 30°19'41", AND A CHORD BEARING AND DISTANCE OF NORTH 59°54'54" WEST 290.36 FEET; 6) NORTH 75°04'44" WEST, A DISTANCE OF 46.41 FEET TO A POINT ON A CURVE TO THE LEFT; 7) WESTERLY 79.16 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 45°21'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°14'38" WEST 77.11 FEET; 8) NORTH 30°25'59" WEST, A DISTANCE OF 146.37 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 9) NORTHEASTERLY 36.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 07°27'01", AND A CHORD BEARING AND DISTANCE OF NORTH 27°07'50" EAST 36.38 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; 10) NORTHEASTERLY 35.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81°30'56", AND A CHORD BEARING AND DISTANCE OF NORTH 64°09'48" EAST 32.64 FEET; 11) NORTH 14°55'16" EAST, A DISTANCE OF 40.00 FEET; 12) SOUTH 75°04'44" EAST, A DISTANCE OF 107.85 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; 13) NORTHERLY 90.46 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 12°38'29", AND A CHORD BEARING AND DISTANCE OF NORTH 05°48'15" EAST 90.28 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; 14) NORTHERLY 42.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,320.00 FEET, A CENTRAL ANGLE OF 01°50'55", AND A CHORD BEARING AND DISTANCE OF NORTH 01°26'27" WEST 42.59 FEET; 15) SOUTH 75°04'44" EAST, A DISTANCE OF 107.73 FEET TO A POINT ON A CURVE TO THE RIGHT; 16) SOUTHEASTERLY 271.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 18°12'34", AND A CHORD BEARING AND DISTANCE OF SOUTH 65°58'27" EAST 270.59 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; 17) NORTHEASTERLY 231.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 120°47'53", AND A CHORD BEARING AND DISTANCE OF NORTH 62°43'53" EAST 191.29 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 18) NORTHERLY 182.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 57°17'24", AND A CHORD BEARING AND DISTANCE OF NORTH 21°09'52" WEST 175.45 FEET; 19) SOUTH 69°33'45" EAST, A DISTANCE OF 133.60 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 20) EASTERLY 85.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE OF 92°35'55", AND A CHORD BEARING AND DISTANCE OF NORTH 71°47'03" EAST 76.63 FEET; 21) NORTH 28°05'01" EAST, A DISTANCE OF 20.00 FEET; 22) SOUTH 89°33'45" EAST, A DISTANCE OF 149.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.858 ACRES.