



# MEMO

## City of Venice Engineering Department

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**To:** Edward Lavalley, City Manager

**From:** Kathleen J. Weeden, PE, City Engineer

**Date:** December 1, 2017

**Subject:** **City Council Meeting 12/12/2017**

Final Plat, Maintenance Bond and Declaration of Maintenance  
Responsibilities  
Toscana Isles Unit 1, Phase 3

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**Background:** LALP Development, LLC, has provided a Final Plat including a Developers Sidewalk Completion and Payment Bond in the amount of \$53,273.75 to guarantee completion of the sidewalks to serve Toscana Isles Unit 1, Phase 3. The bond amount is based on an engineer's cost estimate and a Declaration of Maintenance Responsibilities for the roads and drainage facilities has been executed.

**Requested Council Action:** Accept the Sidewalk Completion and Payment Bond in the Amount of \$53,273.75 and Declaration of Maintenance Responsibilities from LALP Development, LLC, and Authorize the Mayor, City Attorney and City Engineer to Sign Toscana Isles, Unit 1, Phase 3, Plat.

**City Attorney Review:** Approved.

## DEVELOPERS SIDEWALK COMPLETION AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that LALP Development, LLC, herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", and all persons supplying the Developer or his contractors or subcontractors any labor, services, material or supplies used directly or indirectly in the prosecution of the work herein, in the full and just sum of FIFTY THREE THOUSAND TWO HUNDRED SEVENTY THREE AND 75/100 DOLLARS (\$53,273.75), lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer, to secure this obligation, has deposited with the City, Lexon Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, a Texas Corporation Bond #1153531, which shall be held by the City until this obligation is satisfied.

WHEREAS, the Developer has applied to the City for approval of a plat for a project to be known as Toscana Isles, Unit 1, Phase 3, and has agreed as conditions to the approval of the City, to install certain improvements as shown on Exhibit "A" dated October 26, 2017 and the City's approval of construction plans by (Engineer) D. Shawn Leins, P.E. of AM Engineering, Inc. dated October 26, 2016 (approval date), and to execute the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer completes those improvements as shown on Exhibit "A", in accordance with applicable City specifications on or before November 3, 2018, and shall promptly make payment of all persons supplying the Developer or his contractors or subcontractors any labor, services, material or supplies used directly or indirectly in the prosecution of the work herein, this obligation shall be void, otherwise remaining in full force and effect.

In the event the Developer fails to perform any of its obligations herein, the City, upon fifteen (15) days written notice to the Developer may declare the Developer in default and the City shall have, in addition to all other rights, the immediate right to complete or cause to be completed, the obligation secured hereby and pay all costs, both direct and incidental, from the proceeds of this bond.

The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed effective on the 2<sup>nd</sup> day of November, 2017.

DEVELOPER

LALP Development, LLC, a Florida limited liability company

By: Vanguard Realtors, LLC, a Florida limited liability company  
As its Manager

ATTEST:

Kathie Jette  
Witness Kathie Jette

By: [Signature]  
John R. Peshkin  
As its Manager

CORPORATE ACKNOWLEDGMENT FORM

STATE OF FLORIDA  
COUNTY OF SARASOTA

On this 6th day of November 2017, before me personally appeared John R. Peshkin, to me known, who, being by me first duly sworn, did depose and say that he is the Manager of Vanguard Realtors, LLC, a Florida limited liability company, which is the Manager of LALP Development, LLC, a Florida limited liability company, being the company described in and which executed the foregoing instrument effective November 2<sup>nd</sup>, 2017; and that he signed his name thereto by order and authority of the company's Operating Agreement.

My commission expires: 7-11-2021



Kathie Jette  
Notary Public  
State of Florida

Kathleen Jetté  
Printed Name of Notary Public

GG 123251  
Notary Public Commission Number

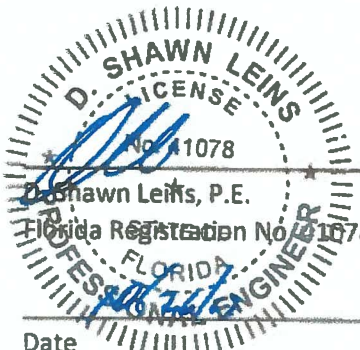
## EXHIBIT "A"

TOSCANA ISLES UNIT 1 -PHASE 3

### ENGINEER'S ESTIMATE FOR SIDEWALK COMPLETION BOND

I D. Shawn Leins, P.E., a Florida Registered Engineer, License No 41078, do hereby estimate the cost of improvements to be completed as itemized below is \$46,325.00 and that 115% of this amount is \$53,273.75.

Description	Qty Remaining	UOM	Unit Price	Total
5' Sidewalk	10,900.00	SF	\$ 4.25	\$ 46,325.00
GRAND TOTAL				\$ 53,273.75

  
\_\_\_\_\_  
D. Shawn Leins, P.E.  
Florida Registration No. 41078  
\_\_\_\_\_  
Date

VANG0015

## SIDEWALK COMPLETION BOND

Bond No.: 1153534

Principal Amount: \$53,273.75

**KNOW ALL MEN BY THESE PRESENTS**, that we LALP Development, LLC, 7350 Point of Rocks Rd., Sarasota, FL 34242, as Principal, and Lexon Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, a Texas Corporation, as Surety, are held and firmly bound unto City of Venice, 401 West Venice Ave., Venice, FL 34285, as Obligee, in the penal sum of Fifty-Three Thousand Two Hundred Seventy-Three and 75/100 Dollars (\$53,273.75), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, LALP Development, LLC has agreed to construct in Toscana Isles Subdivision, in Venice, FL the following improvements:

10,900 SF of 5' Sidewalk per the Engineer's Estimate for Sidewalk Completion Bond attached as EXHIBIT A, at 115% of the \$46,325.00 cost of such improvements, for Toscana Isles, Unit 1, Phase 3.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.


Signed, sealed and dated, this 2<sup>nd</sup> day of November, 2017.

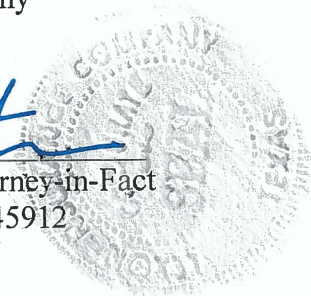
LALP Development, LLC  
A Florida limited liability company  
Principal

By: Vanguard Realtors, LLC  
A Florida limited liability company  
As its Manager

By:   
John R. Peshkin  
As its Manager

Lexon Insurance Company  
Surety

By:   
Brook T. Smith, Attorney-in-Fact  
Florida License #A245912





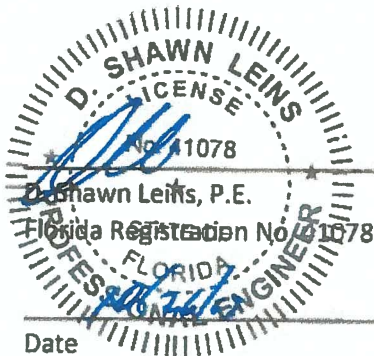
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TOSCANA ISLES UNIT 1 -PHASE 3

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Description	Qty Remaining	UOM	Unit Price	Total
5' Sidewalk	10,900.00	SF	\$ 4.25	\$ 46,325.00
GRAND TOTAL				\$ 53,273.75



VANG0015

STATE OF Kentucky

COUNTY OF Jefferson

On 11/02/2017, before me, Sandra L. Fusinetti, Notary Public,  
(here insert name and title of the officer)

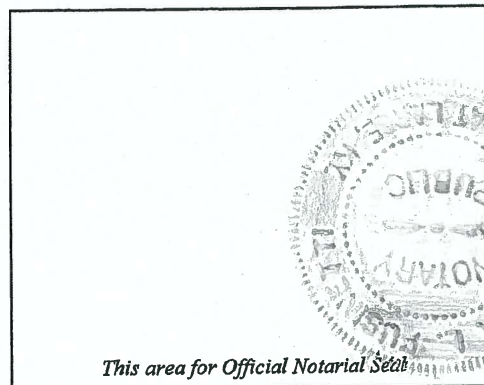
personally appeared Brook T. Smith, Attorney-in-Fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sandra L. Fusinetti (SEAL)

Commission Expiration: February 13, 2020



### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER:

#### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

#### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

License # A245912

**FLORIDA DEPARTMENT OF INSURANCE**

BROOK THOMAS SMITH  
Lic. # 400199448  
IS LICENSED TO TRANSACT THE  
FOLLOWING CLASSES OF INSURANCE:  
Nonres.Gen.Lnes(Prop.&Cas.Ins)

**FLORIDA DEPARTMENT OF INSURANCE**

BROOK THOMAS SMITH  
Lic. # 400199448  
IS LICENSED TO TRANSACT THE  
FOLLOWING CLASSES OF INSURANCE:  
Nonres.Gen.Lnes(Prop.&Cas.Ins)

**A245912**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE



POWER OF ATTORNEY

LX- 312364

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Rebecca M. Reid, Leigh McCarthy, Michael Dix its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



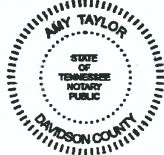
LEXON INSURANCE COMPANY

BY

David E. Campbell  
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19

BY

Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 2<sup>nd</sup> Day of November, 20 17.



BY

Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

## DECLARATION OF MAINTENANCE RESPONSIBILITIES

WHEREAS LALP Development, LLC, hereinafter referred to as the Developer, is developing a subdivision within the city limits of Venice, Florida, known and identified as TOSCANA ISLES, UNIT 1, PHASE 3, on the following described real property:

*Tracts 204 and 205, Toscana Isles, Units 1 & 2, Phase 2, as per plat thereof recorded in Plat Book 50, Page 48, Public Records of Sarasota County, Florida.*

WHEREAS, the Developer desires to have its plat 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 the drainage facilities shall not be owned by the City and shall be maintained by the Developer, at no expense to the City, throughout construction of the development.

WHEREAS, after completion of the development, the Developer may assign, as provided below and with written notice to the City, the maintenance and repair obligations of said drainage facilities.

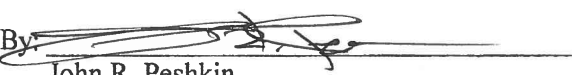
NOW, THEREFORE, the Developer and the City agree that, upon completion of construction, and pursuant to the whereas clauses above, Toscana Isles Master Association, Inc., Toscana Isles Stormwater Maintenance Association, Inc., or Toscana Isles Community Development District pursuant to the Declaration of Covenants, Conditions, Easements, and Restrictions for Toscana Isles recorded in the Official Records as Instrument #2015092161, Public Records of Sarasota County, Florida, as amended, shall maintain and repair to applicable City specifications those drainage facilities within TOSCANA ISLES, UNIT 1, PHASE 3.

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 25<sup>th</sup> day of August, 2017.

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.

LALP Development, LLC, a Florida limited liability company  
By: Vanguard Realtors, LLC, a Florida limited liability company  
As its Manager

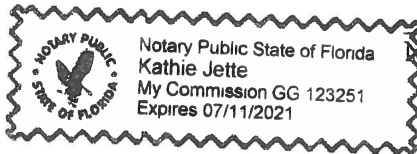
By:   
John R. Peshkin  
As its Manager

STATE OF FLORIDA )  
COUNTY OF Sarasota )

Subscribed before me this 25<sup>th</sup> day of August, 2017, by John R. Peshkin, as Manager of Vanguard Realtors, LLC, a Florida limited liability company and Manager of LALP Development, LLC, a Florida limited liability company, on behalf of the companies. The above-named person is personally known to me or produced ( ) as identification.

Notary stamp:  
Commission No.

GG123251



Kathie Jette  
Notary Public

Prepared by and return to:  
Christa L. Folkers, Esq.  
Williams Parker Harrison Dietz & Getzen  
200 South Orange Avenue  
Sarasota, Florida 34236

## CONSENT OF MORTGAGEE

**IBERIABANK**, a Louisiana state-chartered bank ("Mortgagee"), is the owner and holder of a mortgage lien upon the property comprising Toscana Isles, Unit 1, Phase 3, a subdivision in Sarasota County, Florida, as per the plat thereof that will be recorded in the Public Records of Sarasota County, Florida (the "Subdivision"), which property is more particularly described in Exhibit "A" attached hereto, pursuant to a mortgage recorded in the Official Records as Instrument #2017001280, Public Records of Sarasota County, Florida (the "Mortgage"). That portion of the Subdivision encumbered by the Mortgage is referred to herein as the "Mortgaged Property."

Mortgagee hereby consents to the subjecting of the Mortgaged Property to the terms and provisions of the Declaration of Covenants, Conditions, Easements, and Restrictions for Toscana Isles recorded in the Official Records as Instrument #2015092161, Public Records of Sarasota County, Florida, as amended by instruments recorded in the Official Records as Instrument #2015115200, Instrument #2016114644, and Instrument #2017026089, Public Records of Sarasota County, Florida, and amended further by an instrument that will be recorded in the Public Records of Sarasota County, Florida.

IN WITNESS WHEREOF, Mortgagee has caused this Consent to be executed in its name this 23rd day of June 2017.  
October

**IBERIABANK**



Signature of Witness

Daniel Vinkas

Print Name of Witness



Signature of Witness

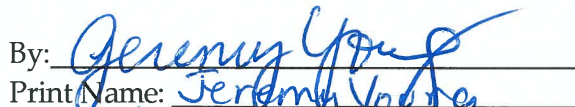
Denise Casey

Print Name of Witness

By:

Print Name:

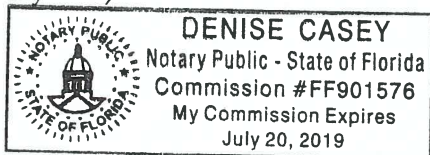
As its:

  
Jeremy Young  
Vice President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23rd day of October 2017 by Jeremy Young as Vice President of IBERIABANK, a Louisiana state-chartered bank, on behalf of the bank. The above-named person is personally known to me or has produced N/A as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Denise Casey  
Signature of Notary Public

Denise Casey  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on 7/20/19.

EXHIBIT "A"

LEGAL DESCRIPTION:

TRACTS 204 AND 205, TOSCANA ISLES, UNITS 1 & 2, PHASE 2, AS PER PLAT THEREOF  
RECORDED IN PLAT BOOK 50, PAGE 48, PUBLIC RECORDS OF SARASOTA COUNTY,  
FLORIDA.



Prepared by and return to:  
Christa L. Folkers, Esq.  
Williams Parker Harrison Dietz & Getzen  
200 South Orange Avenue  
Sarasota, Florida 34236

**MORTGAGEE'S JOINDER IN AND RATIFICATION OF  
SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON**

**IBERIABANK**, a Louisiana state-chartered bank and the owner and holder of that certain mortgage recorded in the Official Records as Instrument #2017001280, Public Records of Sarasota County, Florida, encumbering the real property located in Sarasota County, Florida, constituting the subdivision plat of **TOSCANA ISLES, UNIT 1, PHASE 3** (the "Plat"), and being more particularly described as follows:


TRACTS 204 AND 205, TOSCANA ISLES, UNITS 1 & 2, PHASE 2, AS PER PLAT  
THEREOF RECORDED IN PLAT BOOK 50, PAGE 48, PUBLIC RECORDS OF  
SARASOTA COUNTY, FLORIDA.

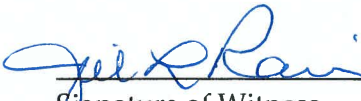
for good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically joins in and ratifies the Plat and all dedications and reservations thereon and releases from the lien of said mortgage all streets, canals, and drainage or other easements dedicated to or reserved for the public on the Plat.

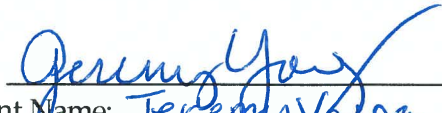

DATED this 23<sup>rd</sup> <sup>October</sup> ~~June~~ 2017.

Signed, sealed and delivered  
in the presence of:

**IBERIABANK**

  
\_\_\_\_\_  
Signature of Witness  
Denise Casey  
\_\_\_\_\_  
Print Name of Witness

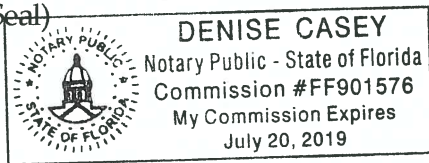
  
\_\_\_\_\_  
Signature of Witness  
Jill L. Rain  
\_\_\_\_\_  
Print Name of Witness

By:   
\_\_\_\_\_  
Print Name: Jeremy Young  
\_\_\_\_\_  
As its: Vice President   
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October 2017  
by Jeremy Young as Vice President of IBERIABANK, on behalf of the bank. The above-named  
person is personally known to me or has produced \_\_\_\_\_ as  
identification. If no type of identification is indicated, the above-named person is personally  
known to me.

(Notary Seal)



Denise Casey  
\_\_\_\_\_  
Signature of Notary Public

Denise Casey  
\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on 7/20/19

Recording: \$\_\_\_\_\_  
Prepared by and return to:  
Christa L. Folkers, Esq.  
Williams Parker Harrison Dietz & Getzen  
200 South Orange Avenue  
Sarasota, Florida 34236

**FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS  
FOR  
TOSCANA ISLES**

**THIS AMENDMENT** is made effective this 20<sup>th</sup> day of June 2017 by **LALP DEVELOPMENT, LLC**, a Florida limited liability company ("Developer").

**RECITALS:**

A. Developer previously recorded a Declaration of Covenants, Conditions, Easements, and Restrictions for Toscana Isles in the Official Records as Instrument #2015092161, Public Records of Sarasota County, Florida, as amended by instruments recorded in the Official Records as Instrument #2015115200, Instrument #2016114644, and Instrument #2017026089, Public Records of Sarasota County, Florida (collectively the "Declaration").

B. Article 24 of the Declaration reserves unto Developer the right to amend the Declaration at any time prior to the Turnover, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration.

C. Developer desires to amend the Declaration with respect to certain matters as set forth herein.

**NOW, THEREFORE**, pursuant to the rights of Declarant reserved in Article 24 of the Declaration, the Declaration is hereby amended as follows:

1. The property described in Exhibit "D" attached hereto, comprising the lands to be subdivided by Developer as Toscana Isles, Unit 3, is hereby made subject to the provisions of the Declaration. Exhibit "D" is added to the Declaration to read the same as Exhibit "D" attached hereto.

2. Article 1.20 of the Declaration is amended to read as follows:

1.20 "Community Roads" shall mean all roads within the Community, portions of which may be public and private, which are available for the common use and benefit of Developer and all Owners, and will be maintained in accordance with Article 8.2 as part of the District Property.

3. Article 1.59 of the Declaration is amended to add the recording information of the Unit 2 Plat to read as follows:

1.59 "Unit 2 Plat" shall mean the plat of Unit 2 recorded in Plat Book 50, page 48, Public Records of Sarasota County, Florida.

4. Article 1.60 of the Declaration is amended to read as follows:

1.60 "Unit 3" shall mean the real property described in Exhibit "D."

5. Article 1.61 is added to the Declaration to read as follows:

1.61 "Unit 3 Plat" shall mean the plat of Unit 3 recorded in Plat Book \_\_\_\_, page \_\_\_\_, Public Records of Sarasota County, Florida.

6. Article 10.5.A of the Declaration is amended to read as follows:

A. Assessment Shares. A Parcel's share of any Annual Assessment, and any Special Assessment supplementary thereto, shall be determined by reference to the numerical share (the "Assessment Share") allocated to such Parcel in accordance with the provisions of this Article 10.5. No Parcel shall be liable for the payment of any Annual Assessments (or, if applicable, any Special Assessment supplementary thereto), Working Capital Contribution, or Recurring Working Capital Contribution prior to the allocation of an Assessment Share to such Parcel pursuant to this Article 10. Assessment Shares shall be allocated to the Parcels in the following manner:

(1) Lots. Upon the first conveyance of title by Developer to any subdivision lot intended as a building site for a single dwelling unit, there shall be allocated to such lot one Assessment Share.

(2) Condominium Units. Upon the first conveyance of title by Developer to any condominium unit intended for, or restricted to, Residential Use, there shall be allocated to such unit one Assessment Share, and upon the first conveyance of title by Developer to an Approved Builder of a Parcel intended as a site for the development of a condominium for Residential Use, there shall be allocated to the Parcel one Assessment Share for each unit approved by Developer on the Parcel. In the case of any time-sharing or interval ownership condominium, an Assessment Share shall be allocated to each unit in the

condominium upon the first conveyance by Developer to any Person of an ownership or possessory interest in such unit.

(3) Apartments. Upon the completion of any building (other than a building construction upon a lot described in Article 10.5.A(1)) containing non-condominium apartments intended for, or restricted to, Residential Use, there shall be allocated to the Parcel on which such building is constructed one Assessment Share for each such apartment. As used herein, "completion" of a building shall be deemed to occur on the date on which a certificate of occupancy is issued by the City of Venice or Sarasota County.

(4) Subdivision of Parcels. In the event any subdivision lot or condominium unit is subdivided between two or more Owners after the allocation of an Assessment Share, the Assessment Share attributable to such lot or unit shall be prorated between such Owners on the basis of square footage. The combination of any two or more subdivision lots or condominium units into a single lot or unit shall not vary the number of Assessment Shares allocated to such lots or units; provided, however, that notwithstanding the provisions of Article 10.5.A(1), if a Person acquires title directly from Developer to two adjoining lots that are combined as a building site for a single dwelling unit, there shall be allocated to such combined, adjoining lots a total of one Assessment Share.

7. In Article 3.2 of the Bylaws, the reference to "Article 2.3" is amended to read "Article 5.3."

*[Signatures on following page]*

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed in its name as of the day and year first above written.

WITNESSES:

**LALP DEVELOPMENT, LLC**

By: Vanguard Realtors, LLC, a Florida  
limited liability company, as its  
Manager

Alyssa Nelson

Signature of Witness

Alyssa Nelson

Print Name of Witness

Brad Forner

Signature of Witness

Brad Forner

Print Name of Witness

By: [Signature]

John R. Peshkin, as its Manager

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June 2017 by John R. Peshkin, as Manager of Vanguard Realtors, LLC, a Florida limited liability company and Manager of **LALP DEVELOPMENT, LLC**, a Florida limited liability company, on behalf of the companies. The above-named person is personally known to me or has furnished \_\_\_\_\_ as identification.

(Notary Seal)

Alyssa Nelson

Signature of Notary Public

Alyssa Nelson

Print Name of Notary Public



ALYSSA NELSON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF957425  
Expires 10/2/2018

I am a Notary Public of the State of FL  
and my commission expires on 10/2/2018



**EXHIBIT "D"**

All of the property described in the plat of Toscana Isles, Unit 1, Phase 3, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Sarasota County, Florida.

December 6, 2017

Williams, Parker, Harrison, Dietz & Getzen  
200 South Orange Avenue  
Sarasota, FL 34236

### PLAT CERTIFICATION REPORT

Proposed Plat of: Toscana Isles Units 1, Phase 3

In accordance with Section 177.041, Florida Statutes this will certify that Chicago Title Insurance Company has made a search of Public Records of Sarasota County, Florida, from December 1, 2012 through November 29, 2017 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

Tracts 204 and 205, Toscana Isles, Units 1 & 2, Phase 2, as per plat thereof recorded in Plat Book 50, Page 48, Public Records of Sarasota County, Florida.

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of:

LALP Development, LLC, a Florida limited liability company

The search has revealed the following:

1. Grants of Easement to Comcast Cablevision of West Florida, Inc. recorded in Official Records Instrument No. 1999049054, Official Records Instrument No. 2002079813 and Official Records Instrument No. 2004005075.
2. Restrictive Covenant Agreement recorded in Official Records Instrument No. 1999151775, as affected by Release in Official Records Instrument No. 2006071554.
3. Perpetual, Non-Exclusive Lake Maintenance Agreement between Lake Awesome Development Company, Inc. and Gulf State Consulting, Inc. and Knights Laurel Property Owner's Association, Inc., recorded in Official Records Instrument No. 2000103739.
4. Perpetual, Non-Exclusive Stormwater Management and Drainage Easement between Lake Awesome Development Company, Inc. and Gulf State Consulting, Inc.; and Knights Laurel Property Owner's Association, Inc. recorded in Official Records Instrument No. 2000103740.
5. Petition for Annexation of Contiguous Property to City of Venice recorded in Official Records Instrument No. 2003106809, as amended in Official Records Instrument No. 2006019345 and amended in Official Records Instrument No. 2014061460.
6. Perpetual, Exclusive Stormwater Management and Drainage Easement between Caribbean Bay Club, LLC and Waterford at Laurel Park North, LLC, recorded March 6, 2008 under Official Records Instrument No. 2008031440.
7. Easements in favor of Peace River/Manasota Regional Water Supply Authority, pursuant to that Stipulated Order of Taking and Final Judgment as to Parcels 102, 104, 702 and 704, recorded May 27, 2010 in Official Records Instrument No. 2010065672 and that

Order of Taking in Case No. 2010-CA-3282, recorded May 28, 2010 in Official Records Instrument No. 2010066284. Note: The temporary construction easements described therein have expired.

8. Restrictions, covenants, conditions and easements, as contained in that certain Declaration of Maintenance Covenants for Toscana Isles recorded in Official Records Instrument No. 2012133871, as amended by Amendment recorded in Official Records Instrument No. 2015032887 and Second Amendment recorded in Official Records Instrument No. 2015115201 and Assignment of Developers Rights recorded in Official Records Instrument No. 2014107786.
9. Terms and provisions of Lake Easement Agreement between Caribbean Bay Mortgage Lender, LLC and LALP Lots I, LLC, recorded in Official Records Instrument No. 2012164159.
10. The property lies within the boundaries of the Toscana Isles Community Development District and is subject to the rules and regulations thereof and the levying of assessments thereunder, and the following related documents;
  - A. Notice of Establishment of the Toscana Isles Community Development District recorded in Official Records Instrument No. 2013169922.
  - B. Lien of Record and Disclosure of Public Financing of Toscana Isles Community Development District recorded in Official Records Instrument No. 2014119785.
  - C. Final Judgment (Bond Validation) recorded in Official Records Instrument No. 2014059586.
  - D. Collateral Assignment and Assumption of Development Rights Relating to the Series 2014 Project recorded in Official Records Instrument No. 2014119786.
  - E. Declaration of Consent to Jurisdiction of the Toscana Isles Community Development District, Imposition of Special Assessments and Imposition of Lien of Record recorded in Official Records Instrument No. 2014119787.
  - F. Agreement to Convey or Dedicate recorded in Official Records Instrument No. 2014119788.
  - G. True-Up Agreement recorded in Official Records Instrument No. 2014119789.
  - H. Notice of Public Financing Toscana Isles Community Development District recorded in Official Records Instrument No. 2014124918.
11. Restrictions, covenants, conditions and easements as set forth in Declaration of Covenants, Conditions, Easements and Restrictions for TOSCANA ISLES, recorded in Official Records Instrument No. 2015092161, as amended by First Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions recorded in Official Records Instrument No. 2015115200, Release of Rights of Purchase recorded in Official Records Instrument No. 2015115214 and Designation as Approved Builder and Limited Assignment of Developer Rights in Official Records Instrument No. 2015115215 and Second Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions recorded in Official Records Instrument No. 2016114644 and Third

Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions recorded in Official Records Instrument No. 2017026089.

12. Recorded Notice of Environmental Resource Permit (Southwest Florida Water Management District) recorded in Official Records Instrument No. 2015123598.
13. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Toscana Isles, recorded in Plat Book 50, Page 48 of the Public Records of Sarasota County, Florida.
14. Terms and conditions contained in that certain Memorandum of Option by and between D.R. Horton, Inc., a Delaware corporation and LALP Development, LLC, a Florida limited liability company recorded in Official Records Instrument No. 2015159025.
15. Mortgage and Security Agreement to Iberiabank recorded in Official Records Instrument No. 2017001280 and Modification of Mortgage and Loan Documents Spreader Agreement recorded in Official Records Instrument No. 2017084807.
16. Assignment of Leases, Contracts, Rents and Profits to Iberiabank recorded in Official Records Instrument No. 2017001281.
17. UCC Financing Statement recorded in Official Records Instrument No. 2017001282.
18. Notice of commencement recorded in Official Records Instrument No. 2017050477.
19. Notice of commencement recorded in Official Records Instrument No. 2017050478.
20. 2017 Real Property Taxes in the gross amount of \$ 15,506.55 are paid, under Tax I.D. No. 0375120006. (Tract 104)
21. 2016 Real Property Taxes in the gross amount of \$ 1,332.87 are paid, under Tax I.D. No. 0375120005. (Tracts 111 and 112, with other lands)
22. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: All recording references in this commitment/policy shall refer to the public records of Sarasota County, Florida, unless otherwise noted.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above addressee only, and it may not be used or relied upon by any other party.

This report may not be used for the purpose of issuing a title insurance commitment or policy. In accordance with Section 627.7843, Florida Statutes the liability the Company may sustain for providing incorrect information in the report shall be the actual loss or damage of the addresses named above, up to a maximum amount of \$1,000.00.

File No.: 6131297

By: *Nicholas G. Monaco*

Authorized Signature

