

GONDOLA PARK MEMORANDUM OF UNDERSTANDING – 2022/12

Revising the SHARED USE AGREEMENT originally signed Feb 11 2009

This Memorandum of Understanding replaces the MOU signed during June 2021 by the 3 residential Associations in the Gondola Park community of Venice, titled “GONDOLA PARK MEMORANDUM OF UNDERSTANDING – 2021/07”. These Agreements are intended to better clarify specific responsibility for fulfilling the various elements of the Shared Use Agreement.

Section 1. MAINTENANCE

The Shared Use Agreement Par.1 (Common Area Property) defines the Common areas for which the MASTER ASSOCIATION is responsible. The MASTER ASSOCIATION may fulfill these responsibilities directly or may enable one of the other Associations to perform the responsibility on its behalf under separate financial agreement.

NOTE: Maintenance does not include Landscaping, including Grass Cutting, Plantings, Tree maintenance, etc. Landscaping responsibilities are described in Section 2 of this MOU.

DRAINAGE SYSTEM

The MASTER ASSOCIATION shall handle all Maintenance necessary for the good working of all lakes, ponds and canals, drains/weirs/manholes, and all easements for the drainage systems for the Gondola Park. This drainage system also serves the PHASE 1 (Commercial) area, a portion of the Capri Isles Golf Club, as well as the residential areas.

There is an existing 10' Drainage Easement adjacent to the rear of buildings 800, 900, and 1000 of the RESIDENCES, within which there is a buried drain and two ground level catch basins with metal grates.

The Capri Isles Golf Club reimburse the MASTER ASSOCIATION 21% of the total Drainage maintenance costs of the large Lake. The PHASE 1 (Commercial) areas of Gondola Park contribute 6% of the balance of all the Drainage costs of the MASTER ASSOCIATION.

The Drainage Channel along the south and east property lines of Gondola Park is located on the property of neighboring Auburn Cove.

Effective 1/1/2023, the Master Association will be responsible for all Stormwater billings pertaining to the land areas of the Residences, the Courtyards, and the Master Associations. Any of these billings that are initially charged to the Courtyards Association, will be reimbursed by the Master to the Courtyards after presentation of a reimbursement request.

ROADS AND STREETS

The MASTER ASSOCIATION is responsible for maintenance of all roads running through the residential portion of the Gondola Park. These roads include the concrete sections that run from the Capri Isles Boulevard to the Clubhouse and beyond, the secondary entry from Capri Isles Blvd in front of building 100, and the street running in front of buildings 100 and 200.

The PHASE 1 (Commercial) area has a “Cross Easement and Maintenance Agreement” with the MASTER ASSOCIATION for use of the Gondola Park Drive from the main entryway from Capri Isles Blvd as far as the “Pelican Circle”. Under terms of this Agreement, the Commercial area reimburses the MASTER ASSOCIATION 6% of the cost of all maintenance to this section of roadway.

The “Cross Easement and Maintenance Agreement” between the Commercial area and the MASTER ASSOCIATION grants residents of Gondola Park the right to pass through the Commercial area, which is designated a parking lot, but not the right to park within that area. There is no cost sharing involved in this Easement.

The MASTER ASSOCIATION is also responsible for all the Asphalt streets running through the RESIDENCES and COURTYARDS portions of the community.

The MASTER ASSOCIATION is also responsible for all street & pathway lighting and signage within the Gondola Park, with the exception of signs with building numbers or directions to specific buildings.

SIDEWALKS AND WALKWAYS

The MASTER ASSOCIATION is responsible for maintenance of all sidewalks and walkways within the community. For purposes of clarity, the sidewalks and walkways run parallel to the streets.

The MASTER ASSOCIATION is also responsible for the maintenance of the parking areas for the Clubhouse and the Pool. However, responsibility for all other parking areas, garage aprons, and other pavements from the street to the units rests with the Association where these are located.

CLUBHOUSE AND DECK

The MASTER ASSOCIATION is responsible for all necessary maintenance & improvement to the Clubhouse and Deck, both internally and externally.

The MASTER ASSOCIATION is also responsible for HVAC to the Clubhouse.

POOL

The MASTER ASSOCIATION is responsible for all necessary maintenance & improvement to the Pool and all equipment needed for operation of the Pool, furnishings around the Pool, the Pool fence, pavers around the Pool, and the access path to the east gate of the Pool.

TENNIS/PICKLEBALL COURT

The MASTER ASSOCIATION is responsible for all necessary maintenance & improvement to the Tennis/Pickleball Court, including the pavilion, the bicycle parking spaces for the Tennis Court, the tennis/pickleball court fence, and an area around the tennis court fence covered by rock or shells that extends approximately 1 ft outside the fence on all four sides.

INSURANCE & UTILITIES FOR THE CLUBHOUSE, DECK, POOL, TENNIS COURT, STREETS, AND LAKE

All these facilities, with the exception of Streets around the Courtyards buildings, are situated on RESIDENCES property. Consequently, the RESIDENCES pays for Insurance (with the exception of Liability Insurance which is handled directly by the MASTER), and receives reimbursement from the MASTER.

For purposes of clarity, the MASTER reimburses the RESIDENCES the Premiums, as well as any costs arising from a Claim, such as Deductibles and all other associated expenses arising from provision of this Insurance.

Water to the Clubhouse and Pool is on a separate meter, and bills are paid directly to the City of Venice by the MASTER.

Electricity to the Clubhouse and Pool is also metered, and is paid directly to FPL by the MASTER. Street Lights & Bridge lights are connected to RESIDENCES buildings, and the RESIDENCES receives reimbursement from the MASTER for a fraction of the electricity bills to the 200 and 1100 buildings.

ACTIVITY ROOMS, INCLUDING THE ASSOCIATIONS OFFICE

The MASTER ASSOCIATION is responsible for all necessary maintenance & improvement to the four Activity Rooms located in the 1300, 1400, 1500, and 1600 buildings.

The MASTER ASSOCIATION is also responsible for all equipment in these rooms, as well as HVAC equipment for the rooms.

The MASTER ASSOCIATION is also responsible for all necessary maintenance & improvement to the Associations Office located in the 1700 building. The RESIDENCES ASSOCIATION and COURTYARDS ASSOCIATION may install filing systems or other equipment in the Office at their own expense.

By prior agreement, the COURTYARDS ASSOCIATION pays for water usage in all these 5 rooms. Also by prior agreement, the MASTER ASSOCIATION reimburses the COURTYARDS ASSOCIATION for the cost of Insurance and Electricity for these 5 rooms. For purposes of clarity, the MASTER reimburses the COURTYARDS the Premiums, as well as any costs arising from a Claim, such as Deductibles and all other associated expenses arising from provision of this Insurance.

BOUNDARIES

The MASTER ASSOCIATION is responsible for maintenance and enhancements of the curved walls at the North side of the main entryway, and the curved wall at the entryway in front of the 100 building. Whereas the PHASE 1 (Commercial) is responsible for the curved wall at the South side of the main entryway, in the situation where they fail or refuse to exercise their responsibility for maintenance and enhancements to that wall, the MASTER ASSOCIATION may assume these responsibilities.

The MASTER ASSOCIATION is responsible for the 3 sections of wall in front of the 1700 building, along Capri Isles Blvd.

The MASTER ASSOCIATION is responsible for the power washing & painting only of the wall separating the Gondola Park from the neighboring Sawgrass community. Since this wall is located entirely on Sawgrass property, all maintenance to this wall is the responsibility of the Sawgrass community.

Section 2. LANDSCAPING

The Shared Use Agreement Par.1 (Common Area Property) defines the Common areas for which the Master Association is responsible. The Master Association may fulfill these responsibilities directly or may enable one of the other Associations to perform the responsibility on its behalf under separate financial agreement. In all cases, responsibility for grass and shrubs includes the necessary irrigation needed for such landscaping.

MAIN ENTRYWAY BETWEEN CAPRI ISLES BLVD AS FAR AS THE CLUBHOUSE

The MASTER ASSOCIATION is responsible for the landscape plantings and grass in front of the North wall of the main entryway to Gondola Park. The MASTER ASSOCIATION is also responsible for the planting on the “tray” on the North wall.

The MASTER ASSOCIATION is responsible for the trees and landscape plantings in the “islands” sitting between the entry and exit lanes of Gondola Park Drive at the main entryway.

The MASTER ASSOCIATION is also responsible for trees and grass within an area south of Building 2. This area is located between the north edge of the exit lane of Gondola Park Drive and the associated sidewalk, limited on the west (Capri Isles side) by the exit from Gondola Park Drive to Buildings 100 & 200, and on the east end by the boundary between the RESIDENCES and the Lake (approximately where a culvert to the Lake is located).

The MASTER ASSOCIATION is also responsible for all trees, landscape plantings and grass between the north edge of the exit lane of Gondola Park Drive and the Lake, beginning at the boundary described above (culvert), and as far East as the Clubhouse.

With the exception of the responsibilities assumed by the MASTER ASSOCIATION above, the RESIDENCES ASSOCIATION is responsible for the trees, landscape plantings and grass around Buildings 100 & 200, including the landscape plantings in front of the wall at the North (golf course) entrance to the RESIDENCES, all Trees, plantings, and grass between Buildings 100 & 200 and Capri Isles Blvd, and the grass behind Buildings 100 & 200 as far as the water's edge.

Whereas the PHASE 1 (Commercial) is responsible for the trees and plantings along the South side of the entry lane of the main Gondola Park, as far East as the street entering the office area, including the plantings and grass in front of the South wall, in the situation where they fail or refuse to exercise their responsibility for landscaping in this area, the Master Association may assume these responsibilities.

Whereas the PHASE 1 (Commercial) is responsible for the trees and plantings along the South side of the entry lane of the Gondola Park Drive from the street entering the office area to the East end of the PHASE 1 (Commercial) parking lot (near the "Pelican Circle"), in the situation where PHASE 1 (Commercial) fails or refuses to exercise their responsibility for landscaping in this area, the MASTER ASSOCIATION may assume these responsibilities. In any case, the MASTER is responsible for the appearance of beds between the edge of the roadway and the Trees and plantings in this area.

Irrigation to the "islands" and other nearby areas under MASTER landscaping responsibility is shared between the COURTYARDS and RESIDENCES Associations, and is considered a "wash".

The COURTYARDS ASSOCIATION is responsible for the irrigation and plantings in the "Pelican Circle".

CLUBHOUSE and POOL:

The MASTER ASSOCIATION is responsible all trees and landscaping around the clubhouse proper and along the fence on the South side of the pool (along Gondola Park Drive), from the clubhouse to the East fence of the pool. The MASTER ASSOCIATION is also responsible for the trees and landscaping inside the Pool fence.

The MASTER ASSOCIATION is also responsible for the trees and landscaping, but not the grass, outside the Pool's East fence, between the Gondola Park Drive and the edge of the access path at the east end of the Pool. The MASTER ASSOCIATION is not responsible for any trees, landscaping or grass outside the Pool's North fence (along the side of Building 300), or north of the access path.

The RESIDENCES ASSOCIATION is responsible for all trees, landscaping and grass within RESIDENCES areas adjacent to the Pool, with the exception of the responsibilities assumed by the MASTER ASSOCIATION above.

COURTYARDS AREA (Buildings 1300, 1400, 1500, 1600, 1700):

The COURTYARDS ASSOCIATION is responsible for all trees and landscaping within the Courtyards buildings.

The COURTYARDS ASSOCIATION is responsible for all trees, plantings, and irrigation in all areas around the 5 Courtyards buildings as well as the plantings and grass outside the walls between the 1700 building and Capri Isles Boulevard.

The COURTYARDS ASSOCIATION is also responsible for the trees, landscape plantings and grass in the "Park" located between Buildings 1700, 1600, and the office buildings.

The COURTYARDS ASSOCIATION is also responsible for the trees, grass, and all landscape plantings in the strip between the street behind the Courtyards buildings and Auburn Lakes Drive.

The COURTYARDS ASSOCIATION is also responsible for the ~~trees~~, grass, and all landscape plantings in the strip East of building 1300 between the Courtyards property and the (Auburn Cove) drainage channel. The MASTER ASSOCIATION is responsible for the Trees in this area.

Because the recycled water that handles irrigation around the PHASE 1 (Commercial) buildings, also handles irrigation to the "Park", the invoices are submitted to the COURTYARDS, who then bill the Commercial one third of each monthly bill.

RESIDENCES AREA (Buildings 300, 400, 500, 600, 700, 800, 900, 1000, 1100, 1200):

The RESIDENCES ASSOCIATION is responsible for all trees, landscaping and grass in the areas around buildings of the RESIDENCES, the lakes, ponds, tennis court, and parking areas of the RESIDENCES.

The RESIDENTS ASSOCIATION is also responsible for the grass, and all landscape plantings in the strip East of building 1200 and South of building 700 between the edge of the roadway and the (Auburn Cove) drainage channel as far East as the manhole off the side of the road before the tennis court, with the exception of the plantings under the Palm trees opposite building 700. The MASTER ASSOCIATION is responsible for the Trees in this area, as well as the plantings under the Palm trees opposite building 700.

The RESIDENCES ASSOCIATION is also responsible for the Trees, landscaping, and grass around the tennis court, along the side of the Sawgrass wall, and as far as the culmination point of the cul-de-sac.

NE CORNER OF THE GONDOLA PARK AREA & TERMINATION POINT OF THE DRAINAGE CHANNEL DITCH THAT SERVES AS THE OUTLET OF OUR DRAINAGE SYSTEM:

The MASTER ASSOCIATION is responsible for Trees and landscaping only in the area from the cul-de-sac, at the culmination point of Gondola Park Drive (North of Building 10), to the Northern most point of the Gondola Park property. The MASTER ASSOCIATION is also responsible for the channel and landscaping on either side of the channel.

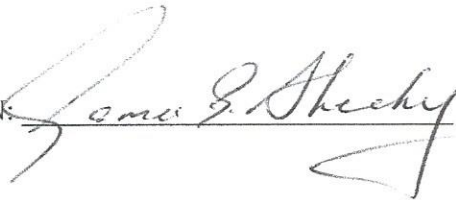
The RESIDENCES ASSOCIATION is responsible for the grass in the subject area.

LAKES & PONDS:

The RESIDENCES ASSOCIATION is responsible for all landscaping and grass and plantings on the approach areas to the bridge, as well as all landscaping and grass around both Lakes/Ponds, except for the Golf Course at the north end of the large Lake.

END OF MOU 2022/12

Approved on behalf of the
MASTER ASSOCIATION:



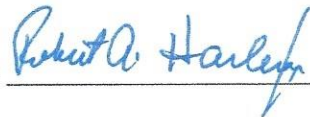
Dated: 1/8/2023

Approved on behalf of the
RESIDENCES ASSOCIATION:



Dated: 1/11/2023

Approved on behalf of the
COURTYARDS ASSOCIATION:



Dated: 2/7/2023