

# Venetia Community Association, Inc.

*A Corporation Not-for-Profit*  
c/o Sunstate Management Group, Inc.  
Phone—941-870-4920

## **Minutes of the Board of Directors Meeting May 19, 2025 at 9:00 a.m.**

**Call to Order**—The Meeting was called to order at 9:00 am by President Norman Lockhart.

**Proof of Notice** - The meeting was posted in accordance with the By-laws of the Association and Florida Statute 720.

**Determination of a quorum**—A quorum was established with the following Directors present: President Norman Lockhart, Treasurer Jennifer Smouse, Vice President Dick Mole, Secretary Peter Easton, Directors Rob Luysterborghs and Ken Boivin. Also present in person was Brian Rivenbark from Sunstate Management Group.

Mary Zahr was not present.

**Minutes –MOTION** made by Ken Boivin and seconded by Dick Mole to approve the minutes of the April 28, 2025 meeting. **Motion passed unanimously.**

**Presidents Report:** Norm Lockhart reported. The board is looking for chair of the documents committee. Hotwire update, formation of fining committee, pond erosion, thanks for responding to finance committee survey.

**Treasurers Report** – As attached to these corporate records, Jennifer Smouse reported on the 04/30/25 financials.

A **MOTION** was made by Norman Lockhart and seconded by Dick Mole to approve the treasurer's report for April 30 2025. **Motion passed unanimously.**

**Vice presidents Report:** Dick Mole reported. There are six volunteers for the Document Review Committee

### **Committee Reports—**

- **Communications Committee** – Joe Holler reported. No Report
- **Finance Committee** – Jennifer Smouse reported. The survey was sent out last week. The 2026 VCA budget is underway. The committee chairs will need to submit their reports.
- **Infrastructure Committee** – Alex Sarelas reported. The sump pumps are operational on the berm, Hotwire conversion was completed at the entrances, new contract was executed for the entrance fountains, Hotwire update regarding the installation was discussed.  
A **MOTION** was made by Norm Lockhart and seconded by Jennifer Smouse to approve the waterfall Maintenance contract with WET. **Motion passed unanimously.**
- **Welcome Committee** – Cindy Beckley reported.  
A **MOTION** was made by Norm Lockhart and seconded by Dick Mole to appoint Julie Johnson and Madeline Salerno to the Welcome Committee. **Motion passed unanimously.**

- **Amenities** –Norm Lockhart reported for Donna Deluca.
- **Sarasota County Liaison Committee** – No Report
- **Environmental** – Mary Lou Holler reported. The Committee met with Solitude regarding the pond bank restoration. There is an increase for the maintenance contract.  
A **MOTION** was made by Norm Lockhart and seconded by Jennifer Smouse to approve the \$270,087 for the revised Solitude contract of the lake maintenance with the revision of the acceptance of the contract. **Motion passed unanimously**  
A **MOTION** was made by Norm Lockhart and seconded by Jennifer Smouse to remove Wayne Webster and appoint Rob Lynn as the co-chair of the environmental committee. **Motion passed unanimously.**
- **Landscape** – Dave Lanni reported.  
A **MOTION** was made by Norm Lockhart and seconded by Dick Mole for the rehabilitation of the irrigation infrastructure along the berm from Jacaranda Gate area to 776 around toward Via Del Villetti in the amount of \$20,282.51 will repair long broken wiring, along the Jacaranda/776 stretch around through Bella Terra to Via Del Villetti. **Motion passed unanimously.**  
Discussion was had regarding the dead hedge on Cancelli Grande. Dave Lanni presented three proposals for the resolution to the issue.  
A **MOTION** was made by Rob Luysterborghs and seconded by Norm Lockhart to approve the use of volunteers to remove the hedge. The Board will get the written permission of the owner of the hedge. **Motion passed unanimously.**  
A **MOTION** was made by Jennifer Smouse and seconded by Norm Lockhart to approve the mulch application from Distribution Direct in the amount of \$12,497.17. **Motion passed unanimously.**
- **Preserve Committee:** Jan Weis reported.  
A **MOTION** was made by Ken Boivin and seconded by Norm Lockhart to approve the \$900 proposal to remove invasive vines on Nizza Ct preserve area. **Motion passed unanimously.**
- **Tree and Gutter Committee** – Jerry Klinginsmith reported.
- **Security Patrol:** Pete Easton reported. The drone flights have been ongoing and is making sure there are no camps being erected in the preserve area.
- **Social Committee:** Mary Eve reported. The social events are on the VCA website.
- **Documents Committee:** No Report
- **Events Committee:** Nancy Gianino reported.

**MOTION** made by Norm Lockhart and seconded by Ken Boivin to accept all committee reports as presented. **Motion passed unanimously.**

#### **Sub-Association Reports**

- **VNA1** – No Report
- **Villa Paradiso** – Jan Weis reported. The association is getting landscape work done.
- **Villa Vivaci** – **Norm Lockhart for Madeline Salerno: Membership will vote on amendments, other maintenance issues are being addressed**
- **CDA** – Rob Luysterborghs reported. Water Mainline repair was made. There are ongoing landscape upgrades.

**Management Report** – Brian Rivenbark reported. MRTA was discussed

#### **New Business –**

**Policy on Hume Gutter Drainage to Ponds:** Norm Lockhart reported that the draft for the policy for the drainage from the homes to the ponds to prevent erosion on the ponds. The Board will review. Rob Luysterborghs will draft the formal policy for the vote

**Discussion on Formation of Fining Committee:** Norm Lockhart reported. VCA does not have a fining committee in place at this time. Norm suggested having the Board form this committee to enforce the VCA declarations.

**Discussion and Vote to approve the May Payment to Hotwire:**

A **MOTION** was made by Norm Lockhart and seconded by Ken Boivin to accept the revised contract for Hotwire to start May 1<sup>st</sup> 2025. Also to pay the Hotwire invoice for May 2025. **Motion passed unanimously.**

**Unfinished Business** – None.

**Owners Comments** – Homeowner comments were taken from the floor.

**Next meeting** – June 30, 2025 at 9:00 am

Meeting was adjourned at 10:47am.

Respectfully submitted by,  
Brian Rivenbark /LCAM,  
for The Venetia Community Association Board of Directors

## **May 19, 2025 President's Report**

- Starting the VCA covenants/documents review needs to start. Need a member to chair the committee and set up a meeting in June. Need resident input to assist in the update to ensure documents are current and good for another 30 years.
- Anyone having issues with Hotwire can call 239-217-3262, instead of the 800-customer service number. Hotwire is still offering the education class to assist in using the service, just call and schedule the hour education class.
- Discussing the formation of a fining committee for VCA. Will need at least 5 members to establish the committee and establish rules that VCA can create fines. Looking at the running of stop signs, gate entrance violations and destruction of VCA common areas and property.
- Meant with Solitude at Pond 8 to look at erosion issues. Board discussing Rules and Regulations document for residents near ponds and to assist in erosion efforts. Sending to lawyer after discussion for review to ensure we are legal.
- Thanks to all who have responded to the request of the finance committee for future possible projects.

Norm Lockhart, VCA President

## **For Discussion Purposes Only - Draft Regulation**

**If this looks good to Board members**

### **Drainage Requirements for Owners of Land or Units Fronting on VCA Bodies of Water**

#### Legal Background for VCA Regulation and Enforcement of Drainage Standards Near VCA Bodies of Water

VCA is responsible for maintaining all bodies of water, including ponds, located within VCA property. See, VCA Covenant Article V, Section 1.

Land and Unit Owners within VCA must comply with Community-Wide Standards for conduct, maintenance and other activity as determined by the Board of Directors (BOD) and adopted and enforced as a rule or regulation. See, VCA Covenant, Article II, Section 9 (definition of Community-Wide Standard); VCA Covenant Article V, Section 3 (BOD may adopt Community-Wide Standards); Article V, Section 4 (Land and Unit Owners shall comply with Community-Wide Standards); Article X, Section 3 (VCA BOD may adopt and shall enforce rules and regulations).

#### Pond Erosion and Drainage from Land and Units Fronting On Ponds

VCA has hired Solitude, an expert consultant, to evaluate erosion at VCA ponds. Solitude has reported to the VCA BOD that erosion of the pond banks in VCA is a major problem. The remediation project for Pond 8 alone will cost approximately \$265,000 which will be funded through a special assessment on all VCA Land and Unit Owners.

Solitude has reported that drainage from homes adjacent to the pond contribute substantially to the erosion problem. Several homes have no gutters and the water flows off of the roof down to the pond contributing to erosion. Some homes have gutters, but the downspouts are not directed to the front of the house or to a drainage box. So, the water from the downspouts also flows to the pond causing erosion.

As part of the erosion project for Pond 8, Solitude will be installing 18 drainage boxes, one between every 2 homes fronting on the pond. For these

drainage boxes to work to achieve the best protection from the pond from future erosion, homes with gutters and downspouts need to connect their downspouts to the nearest drainage boxes or, alternatively, direct their downspouts so water flows toward the front of their homes. Homes without gutters and downspouts need to install gutters and downspouts and direct them to the front of the property or, alternatively connect them to the nearest drainage box.

The purpose of this regulation is to ensure protection of the ponds and banks throughout the Venetia Community. This regulation requires all residents living near the ponds to assist in slowing down the erosion process by controlling the flow of water off their roofs and from their pools with proper drainage. Land and Unit Owners must install and maintain gutters and downspouts connected to nearby drainage boxes or, alternatively, divert the flow from downspouts toward the front of the home, villa or unit so the water is not flowing down the bank of the body of water.

The use of heavy machinery or tractors to mow the lawn is prohibited within 5 feet of the edge of the water. Push mowers or weed whackers must be used to cut grass within 5 feet of the edge of the water.

Irrigation systems must be inspected and free from breaks to prevent deterioration of the soil underground near the ponds. Inspect sprinkler heads and broken pipes to ensure there is not a heavy flow of water into the ponds.

Pools should not be drained toward the pond. [Need more details from Solitude on how the pools should/shouldn't be drained].

The BOD will notify Land Owners and Units what specific drainage requirements apply to their property and provide adequate time to comply before enforcing violations, assessing fines, and initiating court action to seek compliance and attorneys' fees.

Venetia Community Association, Inc.

Treasurer's Report

Prepared for May 19, 2025

Board of Directors Meeting

April 2025 YTD Revenues are \$562,977 which is \$6,413 higher than budget. Miscellaneous Income is \$3,637 higher than budget, primarily due to receipt for insurance reimbursement check for \$3,850 for ballister damage at Woodmere entrance caused by car accident. Bank interest is \$1,078 higher than budget due to higher interest rates on CD and MM accounts. Late Fees income is \$811 higher than budget due to unusually high number of owners not paying their quarterly dues on time.

April 2025 YTD Admin expense is \$50,723 which is \$63 less than budget.

April 2025 YTD Grounds expense is \$108,758 which is \$67,268 less than budget. Preserve Trimming and Maintenance expense accounts combined are under budget by \$22,200, but a vertical cut of preserve by Twin Palm is scheduled to take place in June which will substantially reduce the preserves budget under run. Wetlands/ Littoral Shelves expense is \$8,667 under budget but a recently approved littoral shelf work quote for \$3,570 from Solitude for Pond 10 will reduce the environmental budget underrun. Tree Committee currently has a \$16,086 budget YTD under run. Landscape irrigation, replacement, mulch and palm tree trimming are \$21,244 under budget YTD but palm tree trimming and replacement projects recently approved by Board will soon reduce this budget underrun.

April 2025 YTD Maintenance expense is \$8,615 which is \$8,535 lower than YTD budget. \$8,333 of the variance is sidewalk repairs for which no Will Howell vendor quotes have yet been sent to Board for approval.

April 2025 YTD Pool & Recreation expense is \$16,845 which is \$1,828 lower than budget.

April 2025 YTD Utilities expense is \$236,839 which is \$531 less than budget.

April 2025 YTD Other expense is \$80,605 which is \$1,179 higher than budget. This budget variance is caused by Hurricane Clean-Up costs for \$3,023 paid to Nostalgic for repairs to damaged signs.

April 2025 YTD Total Expenses are \$502,385 which is \$77,047 lower than budget.

April 2025 YTD Net Income is \$60,593.

Total Assets as of April 30, 2025 are \$1,459,946. Within Assets category, Operating Cash/CDs are \$883,792 and Reserve Cash and CDs are \$467,560. The Operating Cash CD with First Horizon was recently renewed for 7 month rate of 3.35%. The Reserves Bank of Ozark CD is being renewed during May with a 4.40% rate for 7 months.

Other Assets as of April 30, 2025 are \$108,594. Prepaid Insurance is \$64,102 and Prepaid Expense is \$6,434. Accounts Receivable at 4/30/25 is \$38,603. There were 66 owners with unpaid 2nd quarter assessments and 5 owners with unpaid 1st and 2nd quarter assessments. An updated AR report as of May 14, 2025 now shows 46 owners with unpaid assessments totalling \$26,667. One owner with unpaid assessments dating back to 2024 has had their account turned over to our attorney for collection. Any fees charged by attorney to collect past due assessments are charged to owner's account. Instructions for setting up autopay with Truist can be found on both the Venetia website and the Vantaca Sunstate database.

Current Liabilities as of April 30, 2025 are \$621,335. Within this category, Deferred Cable Revenue is \$257,692 and Prepaid Assessments are \$46,555.

Total Reserves/ Long Term Liabilities are \$434,980.

Total Equity as of April 30, 2025 is \$403,631 which equates to \$627 for each of 643 owners.

The Board voted last month to accept a quote from vendor Solitude for \$263,486 for full comprehensive shoreline restoration repair to Pond 8. The Board also indicated they wanted to fund this Solitude quote with a Special Assessment.

The \$263,486 Solitude quote divided by 643 owners equals \$409 special assessment for pond restoration charged to each owner in Venetia. A Special Assessment Proposal Notice will be mailed out to all VCA owners by first week in June and the full CDA Board will be asked to approve Special Assessment for Pond 8 Restoration during the June 30 VCA Board meeting. Once VCA Board approval is obtained, Special Assessment invoices for \$409 will be immediately mailed out to all owners via USPS with an August 15 2025 firm due date. Late Fees to be assessed if not paid by August 15.

This completes my Treasurer's Report for the May 19, 2025 VCA Board meeting.

Respectfully submitted,

Jennifer Smouse  
VCA Board/ Treasurer

## **Venetia Communications Committee Report**

May 2025

The Venetia Communications Committee has nothing to report this month.

Joe Holler

**VCA FINANCE COMMITTEE  
MAY 2025 REPORT**

To: VCA President and Board of Directors  
Subj: Finance Committee April 2025 Report  
Date: April 24, 2025  
From: Roger DeNiscia, Chair

1. Resident survey –
  - a. The resident survey was sent by email to all residents on May 9
  - b. As the results are received they will be tabulated and reported to the VCA Board and community residents.
  - c. Copy of survey????
2. The VCA Treasurer presented the 2026 VCA Budget approval schedule; a summary of the budget preparation and approval process is as follows:
  - a. The Finance Committee will send 2026 budget requests to each Committee Chair in June.
  - b. Preliminary budget estimates are to be submitted by each Committee Chair to the Finance Committee in July.
  - c. Committee submissions will be reviewed by the Finance Committee in August and revisions/adjustments will be made.
  - d. At the regularly scheduled Finance Committee meeting in September the 2nd version of the 2026 VCA draft budget will be reviewed by Finance Committee.
  - e. The final draft 2026 budget is sent to the full VCA Board prior to the September 29 VCA Board meeting
  - f. A copy of the Final 2026 Draft Budget and Budget Letter will be sent to all Venetia owners during the first week in October.
  - g. The Final Draft VCA Budget for 2026 will be put on the agenda for the October 27 VCA Board meeting, and VCA Treasurer will request the full Board to vote to approve the VCA budget for 2026.
3. The next Finance Committee meeting is scheduled for June 12.



## **VENETIA POTENTIAL FUTURE PROJECTS SURVEY**

**This survey is being sent to all Venetia homeowners to assess interest levels regarding potential future projects within the community. We would like to know what additional amenities and/or improvements homeowners wish to see that are not currently planned or budgeted for. As we continue to offer our homeowners an active lifestyle in a safe and fun community we want to know what additional projects we should analyze to determine cost and feasibility. This is not a guarantee that any will be implemented. Rather, it gives the Board and Finance Committee an opportunity to focus on potential expenditures as we move forward.**

**Please take a few minutes to read the suggested projects below which our various committees have provided. Please select your top 3 and rank these 3 by which is your #1 choice, #2 choice, and #3 choice. Then please return your survey to [Teambrian2@sunstatemanagement.com](mailto:Teambrian2@sunstatemanagement.com)**

**Thank you.**

1. Improve security around Jacaranda and Woodmere gates by replacing hedges with security walls.
2. Install more security lighting around Venetia.
3. Install speed meters on high traffic areas within Venetia.
4. Build on-site storage facility near clubhouse.
5. Build additional/expansion to clubhouse to increase meeting space.
6. Renovate/update bathrooms and showers in clubhouse.
7. Remove existing basketball and shuffleboard court and build 1-2 new pickleball courts on clubhouse property.
8. Install shade sails over bocce courts.
9. Install mister in awning of pickleball/tennis courts.
10. Build new landscaping area outside South Pool Gate.
11. Replace clubhouse and pool furniture or recover existing furniture,

12. Build a large patio area outside the South Pool Gate for additional community gathering area, including tables, chairs, benches, etc and include a shaded area with sails/umbrellas.

# **VCA Infrastructure Committee Report**

**May 2025**

The Infrastructure Committee has completed the following projects during the month of May:

1. Inspect and clean the sump pumps along the berm between Venetia and Hourglass/Circle Woods. This is typically done in preparation of hurricane season.
2. All pumps were operational and the sumps were clean. All of the drains were cleaned and weeds, grass and leaves were removed from the covers.
3. One of the sumps had a bad circuit breaker, which was replaced, and the operation of the pump was then checked out to insure it was working properly.
4. Install new routers and switches at the Jacaranda and Woodmere gates for Hotwire Internet access for the entry system and cameras. This eliminates the Comcast business Internet package and saves us \$300.00 per month.
5. The committee has reviewed, completed and executed a new contract for pump maintenance for both of the entrance waterfalls. The new contract with WET Technologies provides for quarterly maintenance of all the pumps instead of monthly maintenance at a considerable savings. The old contract was \$6,840.00 annually, while the new contract is \$3,760.00. A copy of the contract is attached.

The Infrastructure Committee worked a total of 25 hours to complete these tasks.

Alex Sarelas



***of Southwest Florida LLC***

**State of Florida Certified Plumbing Contractor  
#CFC037177**

**3270 Village Lane - Sarasota, FL 34235**

**Phone 941-232-4629 FAX 941-379-6820**

**Email: [wettec@verizon.net](mailto:wettec@verizon.net)**

March 20, 2025

Venetia Homes

Attn: Brian

We are pleased to offer this proposal for the (3) waterfall pump stations at your facility. The following breakdown of work to be performed with each visit to ensure the equipment is operating properly is submitted for your review.

Quarterly checks include

- Check incoming voltage and record
- Check motor amps and record
- Check meg readings at 500 volt and record
- Check all connections for loose wires and hot spots
- Check motor temperature and record where applicable
- Check motor hours and record where applicable
- Check piping for leaks
- Check out lights for proper operation where applicable
- Clean and inspect intake screens with brush
- Check for excessive vibrations
- Check for excessive noise
- Check seal for leaks where applicable
- Check out sump pump where applicable
- Clean floor (remove water to sump with squidgy) where applicable

\$ 380.00 per Quarterly service

Semiannual service to include

- All standard Quarterly checks listed above
- Pull submersible pumps and tubes from lake disassemble inspect and pressure wash  
Note any issues, reassemble, and reinstall

\$ 1500.00 per semiannual service

Total annual Contract price for all services in 1 year period \$ 3760.00

EXCLUSIONS: Service calls, pulling pumps, electrical problems, (lightning, power surges, brown outs, etc.), parts, pump or control panel repairs, , or any other materials, equipment. In case of emergencies, we may call for assistance from outside trades to make repairs, correct electrical problems or other problems. The cost for other trade services will be passed on to the customer and is not included in this proposal.

PAYMENT: Invoiced Quarterly, payment due net ten (10) days.




***of Southwest Florida LLC***

Venetia Homes

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If you have any questions or if I can be of any further assistance, please do not hesitate to contact me

Sincerely,



H H "Tom" Morgan III

This contract is for 1 year from start of service and will be automatically renewed for 1 additional year without written cancellation from either party. This contract can be cancelled at any time by either party with 30 day written notice.

PROPOSAL ACCEPTANCE B Please sign and return one (1) complete copy.

FOR: Venetia Community  
Company Name

BY: Brian Rivenbark

Signature Authorized Agent

Print Name

DATE: 05.02.2025

Brian Rivenbark

Visits to start in \_\_\_\_\_  
Month/Year

Person(s) to contact in case of emergency (work and after normal working hours)

NAME: BrianRivenbark Phone No. ( 941 ) -544-6888

By signing this document, you are agreeing to all the above terms and conditions.

# Hotwire Review

Installation of Hotwire service.

- 593 homes have either been installed or scheduled for installation.
- 43 homes are seasonal residents who haven't been here this year or didn't contact Hotwire to be installed.
- 6 homes have refused Hotwire service and will be either staying with Comcast or not using any provider.
- That is a total of 642 homes.

Hotwire is going to be replacing fiber connections at the condos. After inspection of their work, I determined that it was not adequate for long term use and was susceptible to line breakage. They will begin that work shortly, as soon as they get the parts to complete the job. It should take them 3 days to complete the work.

Homeowners who still have routers installed in their garages should call Hotwire to have the wiring changed so the routers are within the home. This will provide a better and stronger signal for both TV and Internet.

Also anyone who still has the fiberoptic cable running on the outside of their homes and would like it to be moved to be through the garage wall please notify hotwire and they will correct that for you. The reason we would suggest moving it into the garage instead of up the outside wall is for security reasons. It can be easily cut and you would lose all services, internet, cable, phone and security.

The majority of homeowners are very pleased with the conversion and services provided. Many were happy and complimentary to the installers for the work that was done in their homes. Homeowners are receiving more channels and have more capabilities for recording and watching shows that they may have missed.

Obviously, the remote and system are different than Comcast. If anyone is having difficulty learning the remote and would like instruction, call customer service and you can schedule someone to come to your home to teach you how your remote works.

Finally, our first month billing for Hotwire is \$10,000 less than our previous month's Comcast bill. This equates to \$80,000.00 savings for the remainder of this year, \$120,000.00 for the first year of service. These savings will continue to grow every year for the next 10 years as the costs start out less and do not increase as much as Comcasts would have.

Alex Sarelas

Venetia Community Association, Inc.  
Welcome Committee Report for May 19, 2025 Board of Directors Meeting

There have been two property closings since the last Board meeting. The Welcome Committee has delivered two Welcome Bags.

There are currently 24 properties for sale in Venetia, as of May 13<sup>th</sup>, that are listed on the Multiple Listings page provided on our website by Realtor Barbara King. Of those 24, six of those properties are villas, four are condos, and the remaining 14 are single-family homes. And of those 24 properties listed for sale, there are currently eight pending closings.

I would like to request that the Board approve the following new members to this committee:

Julie Johnson and Madeline Salerno to represent Villa Vivaci Association.

Cindy Beckley  
Chairwoman, VCA Welcome Committee

# **Amenities Committee Report for VCA Board of Directors Meeting 05/19/25**

## **Nothing NEW to report**

### **POOL**

Pool maintenance company has been taken over by Howards Pools.  
No change in service at this point in time.

### **CLUBHOUSE**

Clubhouse Trash pick-up from FCC continues to be an issue. I suggest we DO NOT PAY FCC for any commercial pick up invoice until this is resolved.

### **FITNESS ROOM**

We're waiting on the repair to 1 more treadmill.

### **COURTS**

Paperwork with prices for re-surfacing provided to Jim Irr and Dick Mole for followup.

NOTE: In person Amenities committee meetings will pause starting June and will resume in October.

Donna DeLuca

Submitted 05/14/25

Environmental Report 05/19/25

Solitude performed the monthly maintenance on 5/1 and 5/9 and will return later. Special attention was to treat the shelf on pond 10 and algae in ponds 8, 9, 10, 11.

On May 6<sup>th</sup> Solitude met with our committee members and VCA board members at pond 8 to discuss restoration of the banks.

Liz Rocque has since answered some of our questions concerning the restoration.

We were able to include a 1-year workmanship and installation warranty for the Drain boxes and pipes. The drain boxes and pipe we install have never had any issues with root intrusion. That can occur if the wrong pipe is installed, a perforated drain pipe frequently has issues with clogging and root intrusion. We install a solid wall drain pipe, not a perforated pipe. Unless there is damage done to the pipe post installation, there should be no issues.

Leaves can clog the grate of the drain and cause it to not function properly. My team says that the best practice for maintenance on the pipes would be to ensure that, after heavy rain events that the grates are cleaned off and clear of debris accumulation. Probably a quarterly flushing would be more than sufficient.

As far as the gasket on the culvert, while we know you would want to use one company to do this, it is just not within our expertise. I spoke to my crew lead, and they just would not be comfortable doing the

replacement for that, and you should work with Aqualis, who I am sure has dealt with this before and can tell you the best way to go about it. You may want to take some pictures and email them.

Lastly, my Operations Manager informed me that we did have to do a slight increase (\$6,601.00) as our labor rate and material costs have gone up, and that was implemented in March. I did everything in my power to keep the increase as low as possible.

Also at this time I would like the board to approve Rob Lynn as my co-chair for the committee.

The final revised bid is attached. Hopefully we can move forward with this project.

Respectfully submitted,

Mary Lou Holler

## **SERVICES AGREEMENT**

PROPERTY NAME: **Venetia Community Association**  
CUSTOMER NAME: **Venetia Community Association**  
SERVICE DESCRIPTION: Shoreline Restoration Pond 8  
EFFECTIVE DATE: May 12, 2025  
SUBMITTED TO: MaryLou Holler, marylougholler@gmail.com  
SUBMITTED BY: Liz Rocque, Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.



6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION: LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.



11. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
14. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.



19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

**Venetia Community Association**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_

**Please Mail All Notices and Agreements to:**

**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**



### **SCHEDULE A – SOX EROSION CONTROL SERVICE**

#### **Project Summary:**

SOLitude Lake Management will install DredgeSOX erosion control materials (SOX) on Pond 8 at Venetia Community Association located in Venice, FL. as described below.

SOX Erosion Solutions™ are bioengineered and designed to immediately halt soil erosion and stabilize shorelines. SOX systems offer these unique attributes;

- Long lasting results that continue to improve over time,
- Superior buffering and filtering results in improved waterway and ecosystem,
- Exceptional water retention for vigorous growth of new vegetation,
- The only erosion control system that integrates into the Earth,
- Uses locally sourced natural fill
- Attaches directly to "intact" shore bank NOT to unstable shore bed,
- Allows SOX to be re-tensioned whenever necessary,
- Subsurface staking system eliminates injury liability to humans and animals,
- SOX "self-tightens" due to its ability to manage incredible weight displacement.

#### **Mobilization and Site Preparation:**

1. SOLitude will mobilize equipment and materials to the site.
2. A staging area for materials and equipment will be required. Solitude will access the lake at designated areas and sod or otherwise restore these areas to their original condition.

#### **Erosion Repair / Bank Restoration Services:**

1. Repair approximately 175 linear ft. with 12' SOX and 985 linear ft. with 18' SOX.and
2. Company will prep areas by removing debris and trash.
3. Service includes 16 drain boxes with pipe to the pond and extensions to the existing pipes in operation.
4. The DredgeSOX will be backfilled with material dredged from the lake using a portable sediment removal system, as access allows and/or with imported fill as necessary.
5. Materials consist of the following: (12 & 18-foot SOX, wooden stakes, rope, and fill material).
6. SOLitude will utilize wooden stakes to secure the SOX material.
7. SOLitude will plant St. Augustine sod on the newly installed area. It will be the responsibility of the community to irrigate the new sod/planted area once installed.
8. SOLitude will clean up after themselves and leave the work site with minimal disturbance to its natural appearance. Any disturbed areas will be resodded over.
9. Customer understands that it is their responsibility to mark sprinkler heads, otherwise, SOLitude will not be responsible for damage to the system during the course of work. SOLitude will repair any marked sprinkler heads damaged during erosion work in a timely manner.



Customer Responsibilities:

1. Customer is responsible for the cost of any necessary permits that may be required prior to the commencement of work.- **None Required**
2. Provide all available as-built or other plans related to the areas to be restored, used for staging, or otherwise impacted by the project work.
3. Mark all sprinkler heads and other items that are buried or not readily visible and obvious upon original visual inspection.
4. In the event that fill material suppliers increase the cost of materials necessary for SOX installation, Customer will be responsible for incurring the difference in cost. Every effort will be made to notify Customer with as much advance notice as possible in the event that an increase occurs.
5. It is the customer's responsibility to irrigate the new sod/planted area once installed. **Do not mow for 3 weeks while the sod is getting established.**
6. Dead vegetation on top of the SOX material will void the warranty.

Assumptions:

1. This contract is for the limited scope of work and materials as defined above. Any other activity, additions, or inclusions will be at an additional cost to the customer.

Exclusions:

1. Any watering, mowing, or additional maintenance of the sodded or other restored areas following completion of the specified work.
2. Company is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees, or any lines not noted on the as-built plans or located prior to project.
3. Company is not responsible for any additional work required as a result of or damage to unknown underwater structures.
4. Unless otherwise noted, this contract does not include: backfill behind repair area, removal and/or trimming of vegetation, any required anchors other than wooden stakes, removal or relocation of rip rap or boulders, extension or replacement of pipes, and extra starts and/or stops in the repair to accommodate obstacles. All of these items will be considered as extras and will be invoiced to the customer at time and materials in addition to the stated contract price.

General Conditions:

1. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
3. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.

Warranty:

1. DredgeSOX material is warranted for five (5) years or for the length of the pond maintenance contract, which ever is greater.
2. Workmanship and installation warranty on drain boxes and pipes for one (1) year.



3. The labor warranty for any manual adjustments needed is for a one (1) year period. Our guarantee does not include the loss of material due to 'acts of God' such as floods, hurricanes, or other catastrophic events, nor does it include loss due to theft, lack of adequate irrigation, vandalism, or negligence by others, or other factors outside the control of the organization.





**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$270,087.00** Price is valid for 60 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price

# **Landscape Committee Report**

Submitted to VCA Board of Directors

Monday, 5/19/25

The Landscape Committee met on Tuesday, 5/13/25. Issues discussed and proposals for work are listed below.

## **New/Old Proposals approved and proposed.**

- Proposal 2303 for Palm Trimming approved at the last meeting will commence today. VCA has acquired responsibility for a prior unknown parcel of property between the Paradiso/condominium pool and the condominiums. It consists of a hedge, two clusters of Reclinata Palms and a small lawn area. The palms will be trimmed as part of the palm trimming under a separate invoice under \$500.
- Proposal for the rehabilitation of the irrigation infrastructure along the berm from Jacaranda Gate area to 776 around toward Via Del Villetti. Proposal 2337 in the amount of \$20,282.51 will repair long broken wiring, (thus no irrigation) along the Jacaranda/776 stretch around through Bella Terra to Via Del Villetti. It will combine control of the entire berm to one controller allowing greater flexibility and control of our watering schedules.
- The Landscape Committee is continuing our review of the Clubhouse landscape project. No further progress currently to report.
- Proposals 2337(amended), 2349 and 2350 are submitted for the hedges along Canello Grande to Bella Terra. Several proposals are submitted for various choices for the disposition of the easement from full replacement to sodding the area.
- Distribution Direct proposal for the annual mulch application is submitted for approval. Application will be scheduled for the end of October. Invoice dated, April 27, 2025 Distribution Direct in the amount of \$12,497.17
- Just an FYI, Twin Palms has replaced Podocarpus at the Natale Lift Station. These plantings were done a few months ago by Twin Palms and didn't survive due to water issues. They were replaced as part of Twin Palms warranty.

Respectfully submitted: David Lanni

- New VCA PROPERTY RESPONSIBILITY

080025

080025

result

PARCEL MAP

3D MAP

INFO

40 Venetia Blvd

Reelipia Palms

-Hess

Reelipia Palms

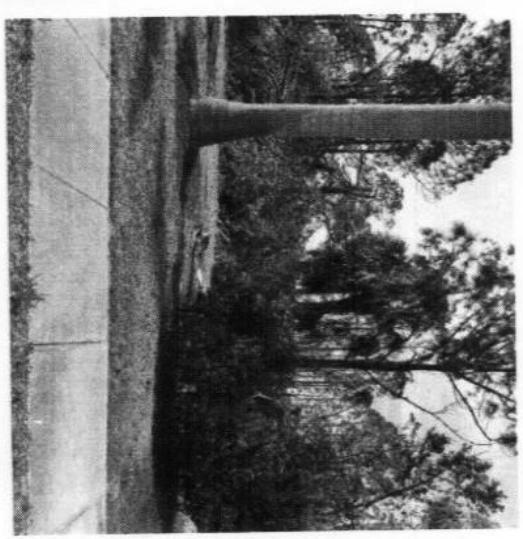
VCA Pressure

0460010023  
VENETIA COMMUNITY ASSN INC

Zoom to

2024 Values

Just:	Assessed:	Taxable:	MORE INFO	
\$0	\$0	\$0		
Bedrooms:	Bath:	Year built:	Units:	
0	0	0		



Twin Palm Landscape Care  
3757 Ulman Ave  
North Port, FL 34286 US  
9414295785  
support@twinpalmlandscap.com

## Estimate

**ADDRESS**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

**SHIP TO**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

**ESTIMATE #**

2357

**DATE**

05/08/2025

**P.O. NUMBER**

Common area next to cabana pool

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	<b>Palmtrimreg</b>	Trim reclinata palm tree Reg cut and removed debris Above is 2 groups of palms on the right side of the shared Cabana pool between Paradiso and Casa Di Amici that is VCA Common property	17	25.00	425.00

TOTAL

**\$425.00**

Accepted By

Accepted Date

JACARANDA 776 IRRIGATION  
REHABILITATION

Twin Palm Landscape Care  
 3757 Ulman Ave  
 North Port, FL 34286 US  
 9414295785  
 support@twinpalmlandscap.com

## Estimate



### ADDRESS

Venitia Community Association  
 P.O.Box 18809  
 Sarasota, FL 34276

### SHIP TO

Venitia Community Association  
 P.O.Box 18809  
 Sarasota, FL 34276

### ESTIMATE #

2337

### DATE

04/21/2025

### P.O. NUMBER

Berm upgrade

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Groundrod	5/8 x 8' copper ground rod	8 126.00	1,008.00
	7"roundvalvebox	7" Round Valve Box with Lid	8 26.95	215.60
	ICD400	Hunter ICD400 4 Station Decoder Module	2 538.28	1,076.56
	ICD200	Hunter ICD200 2 Station Decoder module	3 274.05	822.15
	ICD100	Hunter ICD 100 1 Station Decoder	4 165.00	660.00
	DBR/Y	DBR/Y wire nut	85 3.22	273.70
	1"pipe	1" PVC Pipe Per Foot	3,000 1.18	3,540.00
	2"HunterValvePGV	Hunter PGV 2" valve w/Solenoid	18 175.00	3,150.00
	Irrigation part	Misc. Pvc Irrigation part	1 500.00	500.00
	Groundwire	Ground Wire per foot 6Ga	75 1.82	136.50
	14/2hunterjacketedwire	Hunter 14/2 Jacketed 2 wire per foot	3,500 0.76	2,660.00
	Irrigation Repair	Irrigation Repair labor 2 men @ 6 days Above is to run new hunter 2 wire from last valve on the berm by Hour glass and tie 18 valves on	96 65.00	6,240.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<p>the existing 2 wire controller along 776 berm down Jacaranda berm to entrance in to the right side of the jacaranda gate to the 4 way stop on the inside on the community</p> <p>This proposal also includes replacing all old irrigator valves with new Hunter valves. out of the 18 zones only 9 zones are currently operating from different clocks or battery timers</p>			
	TOTAL			\$20,282.51

Accepted By

Accepted Date

VCA rewire add on

18 Valves to tie into existing 2 wire clock on Berm from Hourglass to inside Jacaranda gate



CONCEIHO GRANDE / BELVA TERRA  
HEDGE DISPOSITION

Twin Palm Landscape Care  
3757 Ulman Ave  
North Port, FL 34286 US  
9414295785  
support@twinpalmlandscap.com

## Estimate

**ADDRESS**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

**SHIP TO**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

**ESTIMATE #**

2279

**DATE**

03/14/2025

**P.O. NUMBER**

side of Bella terra opt1

*ORIGINAL PROPOSAL WITHOUT CORSO VENETIA  
HEDGES*

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Plant Removal	Removal of dead Viburnum plant Material and disposal from Oak tree to corner of Bella terra on the side of 4931	1	450.00	450.00
	Dump Fee	Debris Dump Fee	1	125.00	125.00
	15galViburnumo	15 Gal Viburnum "O"	21	146.25	3,071.25
	15gplantinstall	15 Gal Plant Install labor	21	38.00	798.00
	Coco Brown Mulch	2 Cu Ft Bag Coco Brown Mulch	25	6.25	156.25
TOTAL					<b>\$4,600.50</b>

Accepted By

Accepted Date

Twin Palm Landscape Care  
3757 Ulman Ave  
North Port, FL 34286 US  
9414295785  
support@twinpalmlandscapcare.com

## Estimate

**ADDRESS**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

**SHIP TO**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

ESTIMATE #	DATE	
2349	05/07/2025	

**P.O. NUMBER**

side of Bella terra opt2

DECREASE SIZE OF PLANT INSTALL

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	<b>Plant Removal</b>	Removal of dead Viburnum plant Material and disposal from Oak tree to corner of Bella terra on the side of 4931	1	450.00	450.00
	<b>Dump Fee</b>	Debris Dump Fee	1	125.00	125.00
	<b>7gViburnumO</b>	7 Gal Viburnum O Installed	21	65.00	1,365.00
	<b>7gplantinstall</b>	7 Gal Plant Install Labor Only	21	18.00	378.00
	<b>Coco Brown Mulch</b>	2 Cu Ft Bag Coco Brown Mulch	25	6.25	156.25

TOTAL

**\$2,474.25**

Accepted By

Accepted Date

Twin Palm Landscape Care  
3757 Ulman Ave  
North Port, FL 34286 US  
9414295785  
support@twinpalmlandscap.com

## Estimate

**ADDRESS**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

**SHIP TO**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

ESTIMATE #	DATE	
2350	05/07/2025	

**P.O. NUMBER**

side of Bella terra opt3

*Sod Proposal*

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	<b>Plant Removal</b>	Removal of dead Viburnum plant Material and disposal from Oak tree to corner of Bella terra on the side of 4931	1	450.00	450.00
	<b>Dump Fee</b>	Debris Dump Fee	1	125.00	125.00
	<b>Floratamsod</b>	Install Pallet St. Augustine Floratam sod Above sod is to be installed in place of old hedge along the sidewalk	1	550.00	550.00
TOTAL					<b>\$1,125.00</b>

Accepted By

Accepted Date

Twin Palm Landscape Care  
3757 Ulman Ave  
North Port, FL 34286 US  
9414295785  
support@twinpalmlandscap.com

## Estimate



### ADDRESS

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

### SHIP TO

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

ESTIMATE #	DATE	
2348	05/07/2025	

### P.O. NUMBER

Jac entrance inside south berm

*Replace missing plants along Corso Venetia*

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	7gViburnumO	7 Gal Viburnum O (in open spots on the berm from the gate to the corner of Bella Terra	6	65.00	390.00
	7gplantinstall	7 Gal Plant Install Labor Only	6	18.00	108.00

TOTAL

**\$498.00**

Accepted By

Accepted Date



[Get Started](#) [Reason for Entry](#) [Property Details](#) [Entry Time](#) [Notice Date](#) [Contact Info](#) [Print/Download](#)

## Notice To Enter

Dear john smith,

This letter serves as formal notice of the intention to enter the rental property at Flamingo Road, Venice, FL, USA.

**Date and time of entry: May 7, 2025, from approximately 8 a.m. to 9 a.m.**

This entry is necessary in order to complete repairs and/or maintenance of the property.

Access to rental property is permitted by law so long as reasonable notice is provided to the tenant. If you have any concerns or questions, please contact joan smith at (941) 555-5555 or jsmith@gmail.com.

Thank you for your cooperation.

Sincerely,

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

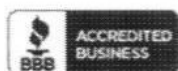
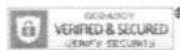
HELP

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BBB Rating: A+  
As of 12/4/2024  
[Click for Profile](#)

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CHARLES BAYRE  
4931 BELL TERRA

TRACT 401  
Open Space

LOT 293  
Block Structure  
Finish Floor=18.99'

LOT 292  
9117 Square Feet

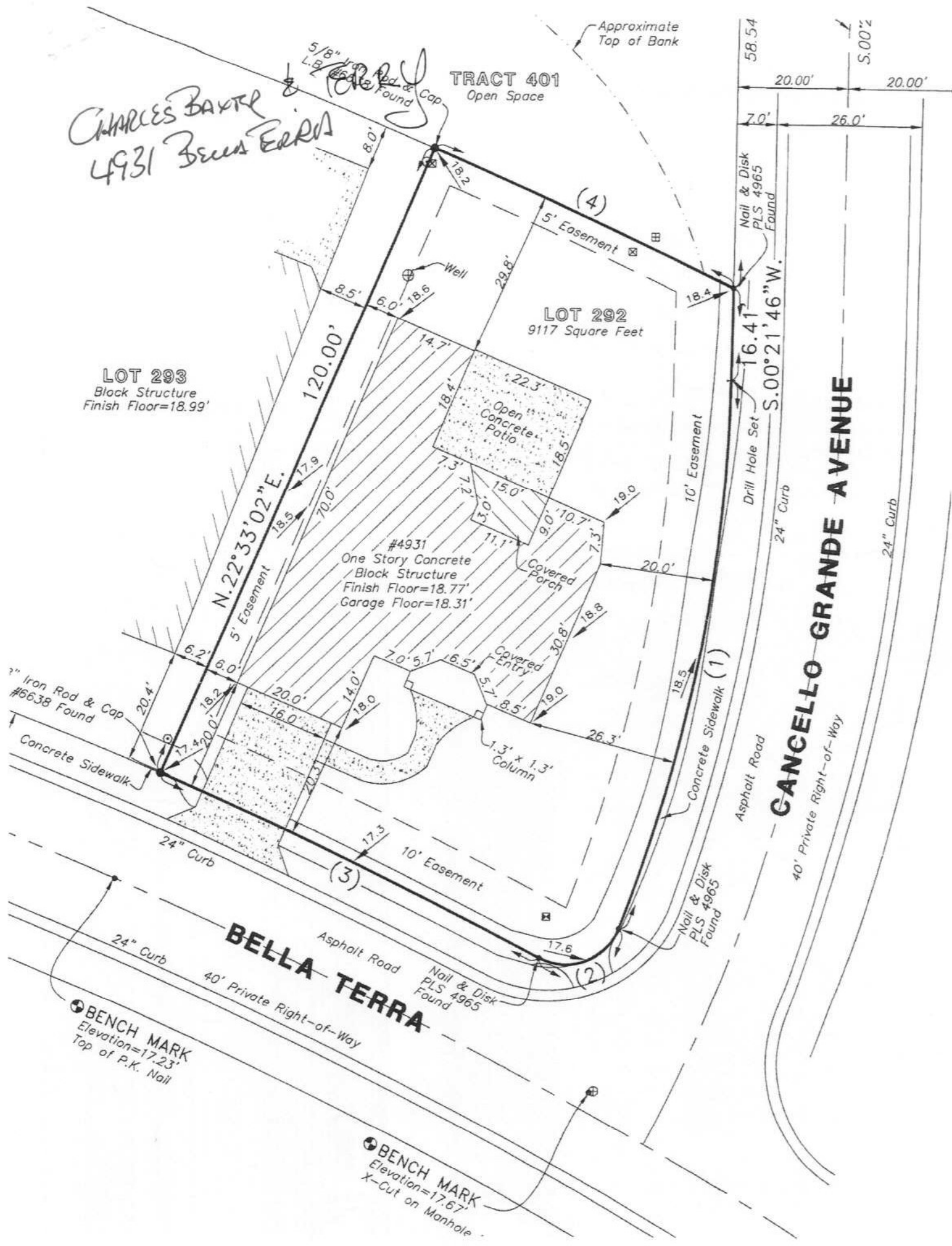
#4931  
One Story Concrete  
Block Structure  
Finish Floor=18.77'  
Garage Floor=18.31'

CANCELLO GRANDE AVENUE

BELLA TERRA

BENCH MARK  
Elevation=17.23'  
Top of P.K. Nail

BENCH MARK  
Elevation=17.67'  
X-Cut on Manhole





Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners, other than Developer, of fee title to Lots. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold fee title.

(b) Class "B". The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to ten (10) votes for each Lot owned. The Class "B" Member shall also be entitled to appoint all of the members of the Board of Directors prior to the "Turnover Date", as hereafter defined.

Section 3. Turnover Date. The turnover Date shall occur within sixty days after the occurrence of the earliest of the following events:

(i) three months after ninety percent (90%) of the Lots proposed to be developed by the Developer in the Properties have been conveyed to owners other than Merchant Builders; or

(ii) such earlier date as determined in the sole discretion of the Developer.

On the turnover Date, the Class "B" Membership shall terminate and be converted to a Class "A" Membership.

## **ARTICLE V**

### **Maintenance**

Section 1. Association's Responsibility. The Association shall operate, maintain and keep in good repair the Common Property, the maintenance of which will be funded as hereinafter provided. Operation of the Common Property shall include, without limitation, payment of all utilities, taxes and assessments with respect to the Common Property, unless otherwise paid by a Neighborhood Association. This operation and maintenance shall include, but need not be limited to, maintenance, repair, replacement, and monitoring of all lakes, ponds and other bodies of water, within the Properties which also serve as part of the drainage system for the Properties, all wetlands within the Properties, whether Common Property or not; all conservation and preservation areas and easements within the Properties; all other landscape buffers, conservation buffers and easements, and preservation buffers; all requirements arising out of protected species and/or vegetation management plans approved as a condition of permit issuance by any county, state, or federal agency, as such plans or permits may from time to time be amended, and all permit conditions of Southwest Florida Water Management District and all successor agencies relating to consumptive use and/or surface water management, and all permit conditions legally imposed by local governmental authorities or other governmental or quasi-governmental agencies or authorities having jurisdiction; and all structures and improvements,

including all roads, gatehouses, signage, entry features, perimeter walls, streets, drives, bridges, sidewalks, pedestrian bridges, bike paths, street lighting fixtures, and landscaping situated upon the Common Property (except as otherwise specifically provided in Section 2 hereof). No portion of the private streets or surface water management system shall be altered without the prior written authorization of the Sarasota County Engineer or his designee.

If the surface water management system, or related facilities, are not adequately maintained in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to go onto the property submitted to these restrictions and perform all necessary operation, maintenance, and repair functions. Sarasota County shall have the right to recover all expenses of such operation, maintenance, and repair by imposing and enforcing assessments, including the right to impose liens, as set forth in these restrictions.

All costs associated with the operation, maintenance, repair, replacement and monitoring of the Common Property, including all monitoring, administrative, and implementation expense required and resulting from a condition of any and all development permits including, but not limited to, maintenance of all conservation and preserve tracts and easements, compliance with all development permit conditions, compliance with all animal and vegetation management plans approved pursuant to development permit approvals, and compliance with all Southwest Florida Water Management and United States Army Corps of Engineers, or local governmental permit requirements, or those of any successor agencies, shall, unless related to Exclusive Common Area or Neighborhood Services as described by Supplemental Declaration, be a Common Expense to be allocated among all Lots/Units as part of the Base Assessment as hereinafter described. Costs of operation and maintenance of Exclusive Common Area and providing Neighborhood Services shall be Neighborhood Expenses allocated as a Neighborhood Assessment among all applicable Units.

The Association may elect to maintain additional property as provided in any maintenance agreement entered into by the Association. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The costs of such maintenance shall be allocated among all Lots as part of the Base Assessment.

Section 2. Responsibility of Neighborhood Association. Each Neighborhood Association shall have the responsibility for maintaining all real and personal property now or hereafter controlled by the Neighborhood Association, in accordance with the Community-Wide Standard.

Section 3. Owner's Responsibility. Each owner shall maintain his or her Lot/Unit, including all structures, parking areas, landscaping and other improvements thereon, except as otherwise maintained by the Association as a Neighborhood Service in accordance with a Supplemental Declaration or a Neighborhood Association, in accordance with the Community-Wide Standard. Owners of the Lots/Units which are adjacent to any portion of the Common Property on which walls have been constructed shall maintain that portion of the Common

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce the Rules and Regulations. Sanctions under the Rules and Regulations may include reasonable monetary fines and suspension of the right to use the Common Property (except as necessary for ingress and egress to the Owner's Lot), and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of the Rules and Regulations. The Board shall, in addition, have the power to seek legal or equitable relief in any court for violations of the Rules and Regulations or to abate nuisances. Hearings prior to imposition of sanctions shall be as provided in the By-Laws of the Association. Fines levied by the Association shall be considered User Assessments.

The Association, through the Board of Directors, by contract or other agreement, shall have the right to enforce local government ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary or desirable to effectuate any such right or privilege.

Section 5. Governmental Interests. The Association shall permit the Developer reasonable authority to designate sites within the Properties for any public facilities. The Association shall maintain and operate the surface water management system within the Properties in accordance with the applicable permits and regulations of the Southwest Florida Water Management District (SWFWMD) and/or its successor. Any amendment which would affect the surface water management system and conservation areas or easements, including the water management portions of the Common Property must have the prior approval of SWFWMD, the Sarasota County Engineer or his designee, and any other governmental authority with jurisdiction.

The Developer shall establish natural vegetative buffers between the Lots and any jurisdictional wetland preserve and/or conservation tract as may be required by SWFWMD, which buffer shall not be located within the boundaries of a Lot unless otherwise approved by SWFWMD. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of preserve tracts, which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. If the buffer is located within a separate tract, the tract shall be dedicated on the plat to the Association along with all maintenance responsibilities. All Owners shall comply with the requirements of all governmental or quasi-governmental agencies or authority having jurisdiction.

Section 6. Landscape Buffers and Conservation and Preservation Areas. The Developer shall establish any and all landscape buffers, conservation areas, preservation areas, wetlands preserves and/or other areas, and any management plans for those areas as may be required for the protection of wildlife and vegetation, as required by any permit conditions of any

state or federal agency, and any such areas shall be maintained and monitored by the Association in accordance with all original permit conditions.

Section 7. Surface Water Management System. It shall be the responsibility of each Owner within the Subdivision at the time of construction of a building, residence or structure, to comply with the construction plans of the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. No Owner of property within the Subdivision may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas, as described in the approved permit and the plat(s) for the Subdivision unless prior approval is received from SWFWMD pursuant to Chapter 40D-4. It is each Owner's responsibility not to remove native vegetation (excluding cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicides or algacides, introduction of grass carp, and cutting. Owners should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Venice Permitting Department. As used in this section, the terms "wetland", "buffer areas", "upland conservation areas" and "wet detention ponds" shall have the meaning set forth in the approved permit(s) for the Subdivision and the regulations of SWFWMD.

The surface water management system for the subdivision shall be installed, operated and maintained by the Association in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the surface water management system shall not be adversely interfered with, changed or altered except pursuant to permits or approvals issued by the controlling governmental authority. No Lot shall be increased in size by filling in the water in which it abuts, and the slope of any lake, pond or canal abutting any Lot shall be maintained by the Owner of the Lot to the water line, except for the Common Property or Exclusive Common Areas designated by Developer which will be maintained by the Association or Neighborhood Association.

Section 8. Future Easements and Boundary Modifications. Developer reserves the right, in its sole discretion, to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights of way, to modify the boundary lines and to plat or replat portions of the Common Property. The Association, and any Neighborhood Association, agree to execute and deliver any and all agreements, documents, plats and instruments which are necessary or desirable to accomplish the same, including without limitation, deeds reconveying portions of the said property to the Developer.

## **ARTICLE XI**

### **Assessments**

Section 1. Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 2 of this Article. There shall be four (4) types of Assessments levied: (a) Base Assessments to fund Common



David Lanni &lt;djlanni53@gmail.com&gt;

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**Discussion with homeowner - BellaTerra and Canello Grande**

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David Lanni &lt;djlanni53@gmail.com&gt;

Thu, Apr 3, 2025 at 12:46 PM

Draft To: David Lanni <djlanni53@gmail.com>, Jackie Pashko <pashjay4@aol.com>, Eric Barth <pebarth1@gmail.com>, irrj2156 <irrj2156@yahoo.com>, Eileen Mahoney <eileen.m.mahoney@gmail.com>, Mario Gianino <managianino@gmail.com>, Alex Sarelas <alex@sarelas.net>, Pam Biasotti <Pamdee59@hotmail.com>, Frederick Lindsay <fglindsay99@gmail.com>, Richard Mole <vcavicepresident@gmail.com>

Hello to all

At the request of the Board, Norm L. and I went to see the homeowner at the address at the center of the controversy. Here are some bullet point notes from that visit.

- He is the original resident of the home and was involved in its construction.
- The VCA/Developer installed the hedges and the Oak tree that are on his property and have since that time have maintained the area. He feels that it is the responsibility of the VCA to take care of them. If turned back to him as the homeowner, he will not do anything about it since the past practice has always remained with the association. If forced he would level the hedges and leave as is.
- At some point in time, early on, the homeowner wished to plant different hedges and remove the oak tree. The request to the VCA Board was denied.
- He is willing to allow the VCA to continue to care for the hedges and Oak tree as they've always done since planted. He will sign a document to that effect.

On another note, it was suggested that the maintenance of those hedges is a heavy cost to our annual landscape budget. Speaking with Brian at Twin Palms, if we were to renegotiate our contract excluding these hedges on both sides of the street, which would be the case, we would save \$500 annually on our \$124.4K budget.

I will present these findings to the Board and attempt to secure a decision on proposal 2279 in the amount of \$5098.50 for replacement.

Let me know if you have any further questions.

Regards

Dave

--

**Dave Lanni**

Twin Palm Landscape Care  
3757 Ulman Ave  
North Port, FL 34286 US  
9414295785  
support@twinpalmlandscapcare.com

## Estimate

**ADDRESS**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

**SHIP TO**

Venitia Community Association  
P.O.Box 18809  
Sarasota, FL 34276

ESTIMATE #	DATE
2348	05/07/2025

**P.O. NUMBER**

Jac entrance inside south berm

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	7gViburnumO	7 Gal Viburnum O (in open spots on the berm from the gate to the corner of Bella Terra	6	65.00	390.00
	7gplantinstall	7 Gal Plant Install Labor Only	6	18.00	108.00

TOTAL

**\$498.00**

Accepted By

Accepted Date

Annual  
Much Appreciation

SCHEDULE - END OF OCTOBER

## Distribution Direct, Inc.

2425 Lasso Lane  
Lakeland, FL 33801  
**Phone: 863-666-1404**  
**Fax: 863-667-1397**

Brian Rivenbark  
Sunstate Management Group Landscape Solutions LLC  
P.O. Box 18809  
Sarasota, FL 34276

Apr. 17, 2025

Install Location

Venetia Community  
4410 Corso Venetia Blvd.  
Venice, FL 34293

275 cubic yards chocolate mulch

Chocolate Mulch	\$4,200.00
Labor	\$6,443.17
Freight, Fuel & Forklift	\$1,560.00
Split Load Fee	\$0.00
Total w/o sales tax	\$12,203.17
 Sales Tax 7.0%	 \$294.00
Total	\$12,497.17

Thank you for your business!

Respectfully,  
Chris Peterson  
Distribution Direct, Inc.  
407-625-9066

Approved by: \_\_\_\_\_  
Name: \_\_\_\_\_

\*Invoice payment is due within 15 days. Please be advised that we will charge 5% interest per month on late invoices.

## VCA May 2025 Board update – Preserve Committee

The committee met with Solitude to review vine and tree issues. Two of these items (trees) were forwarded on to Sarasota County arborist for final review and decision.

Solitude reviewed the next round of invasive vines behind Nizza Ct which need attention prior to rainy season. The committee is asking for approval for an invoice to continue treatment; invoice total is \$900 – see attached. These vines are from a invasive house plant/vine that was thrown into the preserve years ago where it proceeded to take over and kill pines and palms within the preserve over the past years. The committee will continue to monitor other vine treatments that have previously taken place in Villa Vivaci and behind the tennis/bocce courts and clubhouse.

The vertical cut is still scheduled for early June; confirmation will be sent out by Sunstate to all residents as we finalize the exact date.

Submitted for Preserve Committee

Jan Weis – Chair

No changes or resignation in committee.

## **SERVICES AGREEMENT**

PROPERTY NAME: **Venetia Community Association**

CUSTOMER NAME: Venetia Community Association

SERVICE DESCRIPTION: Round 3 Treatment of Vines (Nizza Ct.)

EFFECTIVE DATE: **May 15, 2025**

SUBMITTED TO: Janis Weis, janisweis@msn.com, VCA Preserve Committee

SUBMITTED BY: Liz Rocque, Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse Customer for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.



6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION: LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.



11. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
14. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.



19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

**Venetia Community Association**

Services Agreement

Page 5 of 7



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

**Venetia Community Association**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_

**Please Mail All Notices and Agreements to:**

**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**



### **SCHEDULE A – SCOPE OF SERVICES**

#### **Vine Treatment:**

1. Solitude will conduct an additional vine treatment behind homes along Nizza Ct.
2. Additional vines further back in the wetland climbing up Pine trees will also be addressed (within 50 ft.)
3. Mexican Petunia will be treated if present.
4. Company shall not be responsible for cutting down or removing any of the dead plants resulting from this application.
5. Vines will be left within the trees to naturally decay.

**Note:** Vines are very difficult to control without routine maintenance. Additional treatment will be required at an additional cost.

#### **Assumptions:**

1. Company will have free and unimpeded access to the work locations.

#### **General Qualifications:**

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$900.00** Price is valid for 60 days from the Effective Date

Due upon completion of the services.

## **Tree and Gutter Committee Report for 5/19/2025**

We have started straightening/re-staking trees to get ahead of the summer heat and windy season. We are also removing bent metal supports that are causing some trees to grow improperly. These projects should be completed by the next Board meeting.

We are also starting to request proposals to trim the trees along streets, Club House and courts.

Jerry Klinginsmith  
for the Tree and Gutter Committee

Hello, Neighbors,

Final Reminder ..... Our water Intrusion project is scheduled to begin next Monday, May 19th. The project will take approximately 4 weeks. The first part of the project will be to build a system on our roof that will allow workers accessibility to all four sides of the building. This will take the first day or two of the project. The project will begin on the street side of the building and then the sides and finally the bay side. The project will include the sealing removal and resealing around all doors, windows and storm shutters. Additionally, the contractor will attempt to identify compromised areas and make repairs as needed. This will include the entire exterior walls, sills and more. There will be no interior work performed.

It is critically important that all storm shutters be in good shape and opened to their full upright position to allow the necessary sealing. The warranty given to us by the contractor requires that they are able to complete 100% of the work stated in this message. Will and David have agreed to over see the project. Additionally, Brian and Ricky will monitor the progress and interact with the contractor as necessary.

Thank you for your cooperation. We are confident this project will resolve some issues that have been problems in the recent past.

Maintenance Committee

## Villa Vivaci Committee Report for 5/19/25 VCA Board Meeting

The relandscape work around the pool and in the community gardens, including the flagpole area, has been completed.

The Board will vote at the 5/21/25 meeting on presenting the proposed covenant amendments regarding roof cleaning to the residents for a vote.

We will be replacing a corroded electrical panel serving irrigation pump 4 on 6/11/25.

We continue to deal with challenging irrigation issues, particularly with pumps 3 and 4.

Respectfully submitted,

Madeline Salerno

VVNA President

Social Committee Report  
May 19, 2025

Our next Ladies Lunch is at Darrell's on May 21. Contact Lynn Kroll for reservations.  
The June lunch will be held at Pink Tequila on June 18. Contact Morina for reservations.

Our Friends of Friday will be held on May 30 at 5:00. Depending on the number of people attending, we may not hold this event during the summer months.

Steppin'Out will begin June 26 at The Anna Maria Oyster Bar at 5:00pm. Contact Sue Luterbach for reservations.

The Social Committee along with the Special Event Committee, Donna DeLuca, and members of the Quilting and Sewing Club are planning an event in February, 2026 to honor all veterans in the community. More information to follow. You will not want to miss this event.

Ideas for future events include a Back to School Supplie Drive, Toys for Kids in December, December Open House, Welcome Back in January, and Cocktails by the pool in Jan, Feb, March.