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| This instrument prepared by, and after recording please return to: |
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| Charles Mann Pavese Law Firm 1833 Hendry Street Fort Myers, Florida 33901 |
| Recording and Fees: Recording () Pages - \$ |
| RECORD IN LEE COUNTY, FLORIDA |

MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE PLACE

WITNESSETH:

WHEREAS, Declarant and Consenting Owner are the owners of the real property described on Exhibit "A" attached hereto and made a part hereof (hereinafter the "Land"), Declarant intends to develop all or portions of the Land into a residential community known as The Place (hereinafter the "Community") all in accordance with a general plan of development and applicable zoning ordinances; and

WHEREAS, Declarant desires to provide a common scheme of development that will create an aesthetically pleasing community, and to maintain the values and amenities in the Community consistent with the common scheme of development by subjecting the Land to the land use covenants, conditions, restrictions, and easements hereinafter set forth; and

WHEREAS, Declarant has deemed it desirable, for the effective preservation of the Community and for the effective enforcement of the covenants, conditions, restrictions and easements set forth in this Declaration, to create a corporation known as The Place Master Association, Inc., a Florida not-for-profit corporation, to which there has been or will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of the Community and improvements, and the enforcement of this Declaration, and the collection and disbursement of the assessments and charges hereinafter more particularly set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Declarant and Consenting Owner declare that the Land shall be held, transferred, sold, conveyed and occupied subject to this_Declaration, and to the covenants, conditions, restrictions, easements, charges and liens (collectively the_"Covenants") hereinafter set forth. The Covenants shall run with the Land and be binding upon and inure to the benefit of all present and future Owners of Parcels and Units, including condominiums, if any. The acquisition of fee simple title to a Parcel or Unit, or any ownership interest in the

Community, or the lease, occupancy, or use of any portion of a Unit or Parcel, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms. The Declarant reserves the right to add or remove property to and from this Declaration. In the event the Declarant removes real property from the terms of this Declaration, the Declarant hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential units in the real property that has been submitted to and/or removed from the terms of this Declaration, use and easement rights to all or portions of the removed property and/or the Common Area, all upon such terms as the Declarant may impose in an agreement recorded in the Public Records of Lee County, Florida.

- 1. <u>DEFINITIONS</u>. All terms and words in this Declaration and its recorded exhibits shall have the meanings stated below unless the context clearly requires otherwise, and all attached exhibits are incorporated into this Declaration by reference.
 - 1.1. "Architectural Review Committee" means the committee formed to maintain the quality and architectural harmony of improvements within the Community pursuant to this Declaration.
 - 1.2. <u>"Area of Common Responsibility"</u> shall mean and refer to the Common Areas together with those areas which by the terms of this Declaration are the maintenance responsibility of the Association.
 - 1.3. "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as **Exhibit "B**".
 - 1.4. "Assessment(s)" shall mean the amount assessed against each Unit or Parcel by the Association to provide the necessary funds for the operation and management of the Association, as more particularly set forth in Section 4.
 - 1.5. "Association" shall mean and refer to The Place Master Association, Inc., a Florida not-for-profit corporation.
 - 1.6. "Association Expenses" means the expenses for which the Owners are or may be liable to the Association in accordance with the method of allocation described herein.
 - 1.7. "Board of Directors "or "Board" means the Board of Directors of the Association.
 - 1.8. <u>"Builder"</u> means any person or entity who purchases one or more Units, or who purchases a Parcel, for the purpose of constructing a Residence for later sale to third party end users, in the ordinary course of such person's or entity's business, and who is specifically designated as a "Builder" by Declarant in the deed of conveyance or by amendment to this Declaration or by other written instrument. As of the date of recording of this Declaration, Pulte Home Corporation, a Michigan corporation and Lennar Homes, LLC, a Florida limited liability company, shall be designated Builders.
 - 1.9. "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".
 - 1.10. "Common Area" or "Common Areas" shall mean and refer to those areas of land within or without the Land which are dedicated to or owned by the Association; or any other property which is dedicated, conveyed, leased, used by or licensed to the Association; any property over which the Association holds an easement; or any property anywhere located for which the Association has assumed responsibility of its maintenance, either under the terms of this Declaration or by separate agreement, and which are intended to be devoted to the common use and/or enjoyment of the Members, together with any and all personal property and fixtures located thereon. Common Areas may include, but not be limited to, the sidewalks, open spaces, perimeter walls, landscaped areas, fountains, street lighting, project signage and entry features, Water Management Systems and streets (if delegated by the CDD) and any other area or

facility that Declarant designates as such or is dedicated to the Association on the subdivision plats for the Community. Common Areas may be dedicated, expanded, reduced or clarified by Supplemental Declaration. The term "Common Areas" shall also include any personal property acquired by the Association if said property is designated as Common Area in the bill of sale or instrument transferring same or subsequently declared by the Association or the Declarant to be Common Areas.

- 1.11. "Community" means the residential community to be called The Place, which is to be developed upon the Land and all improvements now or hereafter located thereon, and includes the Land and all improvements on any land submitted to the provisions of this Declaration, and any lands added hereafter pursuant to the right to add additional lands.
- 1.12. "Conservation Areas" means those areas designated by the SFWMD or other governmental entity which are required to be preserved in their natural or permitted state and which cannot be altered or modified, and may include real property located outside of the Community and/or not included in the description of the Land.
- 1.13. "County" means Lee County, Florida.
- 1.14. "CDD" means the Corkscrew Farms Community Development District.
- 1.15. "Declarant" means and refers to The Place at Corkscrew, a Florida limited liability company, its successors and assigns, provided that an Owner shall not, solely by purchase of a Parcel or Unit, be deemed a successor or assign of Declarant or of the rights of Declarant under this Declaration unless such Owner is specifically so designated as a successor or assignee of such rights in the respective instrument of conveyance or any other instrument executed by the Declarant. The Declarant shall have the right to designate any other party or entity as a successor Declarant, and if such designation occurs, the designated party or entity shall succeed to all of the Declarant's obligations, rights and powers as set forth in the Governing Documents.
- 1.16. "<u>Declaration</u>" means and refers to this Master Declaration of Covenants, Conditions and Restrictions for The Place as it may be amended or supplemented from time to time.
- 1.17. "First Mortgagee" shall mean and refer to the holder of a first position mortgage encumbering any Unit.
- 1.18. "Governing Documents" means and refers to this Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Resolutions, and any other documents governing the use of the Land subject to this Declaration. Declarations of Condominium, Neighborhood Declarations, and related documents, shall not be considered part of the Governing Documents. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.
- 1.19. "Guest" means a person who is physically present in, or occupies a Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.
- 1.20. "Institutional Mortgagee" shall mean the holder of any mortgage against the Land, a Parcel or Unit, which holder is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust; or the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any agency of the United States of America or the Government of the State of Florida, or the holder of a first mortgage which is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private

corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. The term also includes any and all individuals, corporations, lending institutions, or other entities, or the successors and assigns of such lenders (herein referred to as the "Lenders") which have loaned money to Declarant, or any entity or person which succeeds to Declarant's position as Declarant of part or all of the Community and which hold a mortgage upon any portion of the Community securing such a loan.

- 1.21. "Land" means the land more particularly described on **Exhibit "A"**, which is subject to this Declaration, including Common Areas, if any, and any additional real property which may hereafter be declared to be subject to this Declaration and all improvements made to such Land.
- 1.22. "Member" means and refers to all persons who are members of the Association as provided in this Declaration, and the Articles and Bylaws of the Association.
- 1.23. "Model" means a representative residence type for which the plans and specifications, including landscape and architectural plans and specifications, have been approved by the ARC on behalf of a Builder who is in the business of constructing such residence type throughout the Community. Plans and specifications approved on behalf of an individual Owner shall not be deemed a Model.
- 1.24. "Neighborhood" shall mean and refer to each separately developed and denominated portion of the Land designated by Declarant as a Neighborhood in this Declaration, or any amendment thereto, or in a Neighborhood Declaration, Declaration of Condominium, or otherwise. Declarant may or may not choose to dedicate any area in the Community as a Neighborhood.
- 1.25. "Neighborhood Assessments" shall mean Assessments levied against Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.
- 1.26. "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association or any other such entity created to administer or manage the common interests of Owners within a Neighborhood.
- 1.27. "Neighborhood Common Area" shall mean and refer to all real property, including any improvements and fixtures thereon, owned, leased, or the use or maintenance responsibility of which has been granted to a Neighborhood Association for the use (on an exclusive or non-exclusive basis) of its members. If a Neighborhood is a condominium, the term "Neighborhood Common Area" shall refer to the common elements of the condominium and any real property owned by the condominium association.
- 1.28. "Neighborhood Declaration" shall mean and refer to any and all covenants, conditions, restrictions, declaration of condominium and other provisions imposed by recorded instrument and applicable to one or more specific Neighborhoods, but not to all Neighborhoods, and which is executed, or consented to, by Declarant. Neighborhood Declarations shall be subject to the terms of this Declaration.
- 1.29. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by a Neighborhood Association for the benefit of Owners of Units or Parcels within such Neighborhood, which may include a reasonable reserve for capital repairs and replacements. Neighborhood Expenses are in addition to Association Expenses.
- 1.30. "Neighborhood Representative" shall mean the individual permitted to vote on behalf of and represent a Neighborhood Association on Association matters, if such authority is delegated to such Neighborhood Association.
- 1.31. "Occupant" when used in connection with a Unit, means any person who is physically present in the Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place

Unit on two or more consecutive days, including staying overnight.

- 1.32. "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Parcel or Unit located within the Land, other than the Declarant. For the purposes of this Declaration, an "Owner" shall also mean a condominium, cooperative, or other Neighborhood Association administering a Parcel or group of Parcels constituting a Structure, or portion thereof.
- 1.33. "Parcel" shall mean and refer to any portion of the Land that is intended for future development or as a Neighborhood or a part thereof, and for separate ownership and private use as distinct from shared or common use. A Parcel may contain one or more Units, or may consist of portions of the Land for which Declarant has not yet assigned a Value under Section 4 of this Declaration. In the case of a Parcel of vacant land or land on which improvements are under construction, the Parcel shall be deemed to contain the number of Units designated for residential use for such Parcel by Declarant, as reflected on a subdivision plat, declaration of condominium, or otherwise. After issuance of a certificate of occupancy on any portion of a Parcel, the portion designated in the certificate of occupancy shall constitute a Unit. Parcels may be further defined and designated in Supplemental Declarations to this Declaration.
- 1.34. "Residence" shall refer to the improvements upon or within a Unit for which a certificate of occupancy has been issued.
- 1.35. "Rules and Regulations" means and refers to the administrative rules and regulations governing procedures for administering the Association and the Land as adopted by resolution of the Board of Directors.
- 1.36. "SFWMD" means the South Florida Water Management District.
- 1.37. "Streets" shall mean and refer to any roadway which is dedicated to or owned by the Association or CDD, and any and all other roadways for which the CDD is charged with maintaining, or has agreed to maintain by any separate agreement, or any roadway the Declarant conveys or dedicates to the CDD as Declarant directs, or as applicable. Streets and all median landscaping and special surface treatments therein such as, but not limited to, pavers or stamped concrete shall be maintained by the CDD, unless otherwise delegated to the Association. The Declarant hereby reserves an easement for ingress and egress over all Streets within the Land not owned by it (if any). Declarant reserves the right to grant an easement for ingress and egress over the Streets and elsewhere within the Community, in favor of those persons of Declarant's choosing, for the development, operations or maintenance of the Community or any Unit or Units thereof. A copy of the Access Management Plan for the Community is attached hereto as Exhibit "F".
- 1.38. "Structure" shall mean and refer to the structure or structures constructed on the Land and all appurtenant improvements. A "Structure" shall be deemed a single Structure hereunder even though divided into separate condominium Units, cooperative Parcels, or otherwise.
- 1.39. "Supplemental Declaration" shall mean any declaration, making reference to this Declaration, that describes all or a portion of the Land, designated uses or components, and/or imposes restrictions thereon, or for any other purpose described in Section 2.3 herein and which is therein designated as a Supplemental Declaration. The term Supplemental Declaration includes any declaration of condominium filed under Section 2 below that so designates itself.
- 1.40. <u>"Turnover"</u> shall mean the transfer of Association control from the Declarant to the Members other than Declarant, as more particularly described in Section 14.8 of this Declaration.

- 1.41. "Unit" shall mean and refer to a single family platted lot containing or intended to be improved with a Residence, or a unit in a condominium or cooperative unit submitted as such on the Land. In the case of a Parcel on which improvements are under construction, the Parcel shall be deemed to contain the number of Units designated for residential use for such Parcel by Declarant. Units may be further defined and designated in Supplemental Declarations to this Declaration. SFWMD Disclosure: A Unit may contain or be located adjacent to wetland preservation or mitigation areas and upland buffers which are protected under conservation easements.
- 1.42. "Water Management System" shall mean and refer to lakes, ditches, culverts, lines, and constructed surface and/or underground systems and facilities for the drainage and/or storage of surface water. Said Water Management System may be entirely located upon the Land, but may also be comprised of public and private easements located outside of the Land, if the facilities service all or some portion of the Land on an exclusive or non-exclusive basis. The Water Management System may, if Declarant so elects, service other properties that do not form a part of the Land.
- DEVELOPMENT PLAN. The Owners recognize that the Community may be under development for an extended time. Incident to that development, the Owners acknowledge that the guiet enjoyment of the Land may be unavoidably interfered with to some extent by construction and sales operations. From time to time, Declarant and others may have presented to the public certain renderings, plans, and models showing possible future development of the Community. Declarant does not warrant in any way the schemes in these renderings, plans or models. They are primarily schematic, conceptual, subject to change, and in no way represent a final development plan for the Community. Many factors, including changes in market conditions and in consumer preferences, may cause Declarant to change such development plan, and nothing in this Declaration shall in any way limit the right of Declarant, in its sole and absolute discretion, to change the Development Plan. At the time of recording of this Declaration, Declarant anticipates that the maximum number of Units that may be constructed within the Community will be 1,361. Notwithstanding, the Declarant makes no representation or warranty regarding the final number of units or the timing of (nor the quarantee of) the construction of Units or the number or types which will ultimately be constructed, and the Declarant may elect not to construct all of the Units. Similarly, the Declarant reserves the right to seek approval from applicable zoning and regulatory authorities to increase the number of Units that may be constructed in the Community and therefore the number of Units that may be subjected to this Declaration. If the Declarant adds and subjects real property that is not described in Exhibit "A" or obtains approval from zoning and regulatory authorities to increase the maximum number of Units that may be conveyed, the date upon which the Turnover Meeting occurs (as set forth in Section 14.8 below) shall be adjusted accordingly.
 - 2.1. <u>Development Order and Other Governmental Orders</u>. Declarant may obtain various development orders pertaining to the development of the Land. Declarant intends that the portions of the Land affected by such development order shall be developed in accordance with all applicable terms and provisions set forth in such development order. By way of illustration only and not limitation, any such order may set forth requirements or standards pertaining to such matters as wetland area, flora, water management and exotic species. The effects of any such development orders may include increasing the responsibilities and obligations of the Association and certain Neighborhood Associations, as well as increasing the amount of Assessments due from Owners. Declarant shall have the right to seek changes to such development orders after they have been approved without the joinder or consent of any other person. Additionally, under any development order, Declarant retains the right to amend or add to any of the terms and provisions of this Declaration, Articles or By-Laws for the purpose of fulfilling the requirements of any such development order, without the joinder or consent of any other person. All Owners do hereby authorize and appoint Declarant as their respective attorney in fact, to execute any and all documents necessary to maintain the applicable development order.
 - 2.2. Roads. All roads lying within the Land and intended for the general use of all Owners and their Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place

lessees, guests, and invitees shall be conveyed and/or dedicated to, and maintained by the CDD (as hereinabove defined). Each Owner acknowledges that the Owner has a non-exclusive license to utilize the roadway only and nothing more. Declarant may reserve, dedicate, or convey one or more roads that are intended for the non-exclusive use of a Neighborhood to the corresponding Neighborhood Association. Declarant does hereby retain the right to grant others owning lands outside of the Land non-exclusive easements for the installation, maintenance and repair of utility facilities, and for ingress and egress over and across such roads without notice to, or the consent of, the CDD, the Association, any Owner, or any other person.

- 2.3. <u>Supplemental Declarations</u>. Declarant shall have the right, alone and in its sole and absolute discretion, to execute and record in the office of the Clerk of the Circuit Court of Lee County, Florida, a supplemental declaration or amendment to this Declaration containing provisions which (a) assign a specific use to any portion of the Land; (b) modify the provisions of this Declaration as they apply to all or any portion of the Land; (d) withdraw the applicability of any or all of the provisions of this Declaration; (e) add or withdraw portions of the Land encumbered by this Declaration, or add additional land to this Declaration; and (f) do anything else permitted by this Declaration, without the joinder of any other party. However, notwithstanding the above, no modification shall be effective to change the Association's maintenance responsibilities for any properties or infrastructure dedicated to the Association on any subdivision plats.
- 2.4. <u>Conservation Easements</u>. Parcels and/or Units may be located adjacent to, or contain within the Parcel's or Unit's boundaries, wetland preservation or mitigation areas and upland buffers, all of which are protected under conservation easements. The Conservation Easements, as well as any other indigenous preserves or mitigation areas, shall not be directly or indirectly illuminated by lighting originating from the developed areas of the Land or originating from other Common Areas. Declarant, CDD, and/or Association may use shielding and or master sensors to limit the impact of lighting. Certain portions of the Conservation Easements will be managed by prescribed burns, which may temporarily cause smoke to be visible throughout the Community. Declarant shall have the right, but not the obligation, to construct pedestrian pathways through designated preserve or Conservation Areas.
- 3. <u>ASSOCIATION MEMBERSHIP AND VOTING</u>. Each Owner and the Declarant shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit or Parcel which is subject to Assessment by the Association. Members' right, powers, duties and privileges shall be as set forth in the Articles of Incorporation, By-Laws, this Declaration and any amendment or supplemental declaration. In the event of any conflict between the Governing Documents, the terms and provisions of this Declaration shall control.
 - 3.1. The Association shall have two (2) classes of membership: (a) Class "A" Members, and (b) Class "B" Members as follows:
 - 3.1.1. <u>Class "A"</u>. Class "A" Members shall be all Owners of Units or Parcels within the Land other than the Class "B" Member.
 - 3.1.2. <u>Class "B"</u>. The Class "B" Member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" membership shall terminate upon Turnover, and be converted to Class "A" membership.
 - 3.2. Voting. The voting rights of the two (2) classes of membership are as follows:
 - 3.2.1. <u>Class "A"</u>. Each Class "A" Member shall be entitled to one (1) vote for each Unit owned by such Member, or in the case of a Parcel Owner, one vote for each Unit assigned to such Parcel. There

shall be only one (1) vote for each Unit owned by an Owner.

- 3.2.2. <u>Class "B"</u>. The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve action taken under this Declaration and the By-Laws, are specified throughout this Declaration and the By-Laws. The Class "B" Member shall be entitled to appoint all members of the Board and all Association officers prior to Turnover. The Class "B" Member shall have two times the number of votes held collectively by all Class "A" Members, plus one vote.
- 3.2.3. Assignment of Units; Voting Power. The Declarant may, in its sole discretion assign the number of Units, if any, to each Parcel. An Owner of a Parcel shall be entitled to one (1) vote for each Unit attributed to such Parcel and for which a Value of one (1.00) is assigned, as later discussed herein. Each Unit shall be assigned a Value of one (1.00) and shall be entitled to one vote. Units that are combined for tax purposes, or if one Residence is built on 2 Units, each Unit shall retain the original Voting Interest and shall not be considered one Unit under this Declaration.
- 3.2.4. <u>Joint Ownership, Corporations</u>. Voting rights may be exercised by a Member or the Members' spouse, subject to the provisions of this Declaration and the By-Laws. In any situation where more than one person holds an interest in a Unit or Parcel, the vote for the respective Parcel or Unit shall be exercised by any such person; provided, however, the persons holding the interest in the Parcel or Unit can notify the secretary of the Association, in writing, prior to or during any meeting of the manner in which the vote is to be exercised, and in the absence of such notice, the Parcel or Unit's vote shall be suspended if more than one person seeks to exercise it. The voting rights of a Member that is a corporation, partnership, limited liability company, trust or other entity shall be exercised by any officer, director, partner, manager, managing member, trustee, as applicable, or the individual designated from time to time by the Member in a written instrument provided to the Association, subject to the laws of the State of Florida.
- 4. <u>COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS</u>. The Association has the power to levy and collect Assessments against each Owner in order to provide the necessary funds for proper operation and management of the Association and the operation, maintenance, repair and replacement of the Common Areas and each Owner shall be obligated to pay said Assessments and by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Assessments. This power includes both "regular" Assessments for each Unit's or Parcel's share of the Association Expenses as set forth in the annual budget and "special" Assessments for unusual, nonrecurring or unbudgeted Association Expenses. The Association may also levy special charges against any individual Unit or Parcel for any amounts, other than for Association Expenses, which are properly chargeable against such Unit or Parcel under this Declaration or the Bylaws.
 - 4.1. Computation of Regular Assessments. It shall be the duty of the Board annually to prepare a budget covering the estimated Association Expenses, to be allocated among all Units and Parcels as set forth herein. The Board shall cause a copy of such budget and notice of the amount of the regular Assessment to be levied on each Unit or Parcel for the coming year to be delivered at least fifteen (15) days prior to the beginning of the fiscal year to each Owner; provided, however, failure to do so shall not in any way inhibit the Association's ability to levy or collect the regular Assessments. The Board may, from time to time during the fiscal year, modify the budget as necessary, and upon at least fifteen (15) days written notice to each Owner, change the amount, frequency, and/or due dates of the regular Assessments. Each Parcel or Neighborhood shall have determined therefore a "Value", as set forth below. The total anticipated Association Expenses (other than those expenses which are the subject of a special Assessment), less any income sources, other than regular Assessments shall be apportioned, based upon such Value, to determine the regular Assessment due on each Parcel, Unit, or Neighborhood:

- 4.1.1. Each Unit shall be assigned a Value of one (1.00).
- 4.1.2. There shall be assigned to each Unit which has been assigned to a Parcel a Value of one (1.00).
- 4.1.3. There shall be assigned to each Parcel which is not subject to subsections 4.1.1 and 4.1.2, immediately above, a Value of one (1.00).
- 4.1.4. Subject to the provisions regarding Declarant's payment of Assessments and the Assessment owed by the Owner (including a Builder) of a Parcel or Unit that does not contain a Residence, the regular Assessment for each Parcel or Unit shall be the product arrived at by multiplying the total anticipated regular Assessments reflected by the budget, by a fraction, the numerator of which is the Value assigned to the Parcel or Unit, and the denominator of which shall be the total of all Values assigned to all Parcels or Units in existence as of the date the budget was adopted. The total number of Parcels and Units will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Parcels and Units in existence shall be determined by the Association. The Association's budget shall be based upon a full build-out of The Place.
- 4.2. <u>Creation of Lien and Personal Obligation for Assessments</u>. Assessments shall be established and collected as provided herein and in the Bylaws of the Association. All Assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind each Unit and Parcel and its Owner, the Owner's heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee therefor. Except as provided elsewhere in this Declaration as to the Declarant and Institutional Mortgagees, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Subject to the provisions regarding Declarant's payment of Assessments and the Assessment owed by the Owner (including a Builder) of a Parcel or Unit that does not contain a Residence, every Owner (including any purchaser at a judicial sale), by acceptance of a deed, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
 - 4.2.1. the prorata share of regular Assessments based on the annual budget adopted by the Association for the operation of, and for payment of the Association Expenses, including such reasonable reserves as the Association may (if it determines in its sole discretion) deem necessary (it being understood and agreed that the Board may determine not to establish reserves;
 - 4.2.2. the prorata share of capital improvement Assessments;
 - 4.2.2.1. for purposes of this Declaration, capital improvement Assessments which, in the aggregate, exceed 10% of the total amount of the current operating budget of the Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Section 8 hereof) relating to the Common Areas and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing), shall be levied by the Association as Assessments only upon approval of a majority of the Board and upon approval by a majority of the Members of the Association. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as annual or special Assessments upon approval of a majority of the Board;
 - 4.2.3. the prorata share of general special Assessments, which may be used to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds or inadequate reserve

funds have been collected or allocated, and which is not the appropriate subject of a capital improvement Assessment.

- 4.2.4. any special Assessments or charges against less than all of the Units or Parcels specifically authorized by the Governing Documents; and
 - 4.2.4.1. for purposes of this Declaration, in addition to the regular annual Assessments, capital improvement Assessments, and special Assessments adopted pursuant to Section 4.2.3 above, which are or may be levied hereunder, the Association (through the Board) shall have the right to levy special Assessments against an Owner(s), to the exclusion of other Owners, which may include but are not limited to: (a) for the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping therein) caused by the misuse, negligence or other action or inaction of an Owner or the Owner's guests, lessees or invitees; and/or (b) for the costs of work performed by the Association in accordance with Section 8 hereof (together with surcharges collected thereunder). Any such special Assessment shall be subject to all of the applicable provisions of this Section 4, including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special Assessment levied hereunder shall be due within the time specified by the Board in the action imposing such Assessment or may be an ongoing obligation.
- 4.2.5. any other Association charges and Assessments hereinafter referred to or lawfully imposed by or on the Association not provided for by annual Assessments.
- 4.2.5.1. A "food and beverage minimum" Assessment in the amount of \$480.00 per fiscal year, shall be due and payable in full at the same time as the first installment of the regular Assessment. The food and beverage Assessment must be used in full by the end of the fiscal year. Therefore, no unused food and beverage minimum within a fiscal year shall be reimbursed or carried over to the following fiscal year. However, there shall be no food and beverage minimum until such time that food and beverages are made available in the Community. The Board may increase the food and beverage minimum from time to time as expenses change but in no event shall the food and beverage minimum increase exceed 3% per year.
- 4.3. <u>Builder Assessments</u>. Until such time as a certificate of occupancy is obtained by the Builder for a Residence that is located on any Parcel or Unit owned by a Builder, the Declarant may reduce assessments on Parcels or Units such that the Builder shall only be responsible to pay 50% of any Assessments which are payable by a Parcel or Unit that contains a Residence. At such time as a Residence is located on a Parcel or Unit, other than a model or sales center, the Builder shall be obligated to pay 100% of all Assessments levied against the Parcel or Unit. A Builder shall be obligated to pay only 50% of Assessments on any models or sales centers within the Community. Once a model or sales center is sold to a third party buyer, then the third party buyer shall be obligated to pay 100% of all Assessments.
- 4.4. <u>Assessments Due Date</u>. The Board shall fix the amount of the annual Assessment against all Units or Parcels subject to assessment at least thirty (30) days in advance of each assessment period. Written notice of any change in the amount of the annual Assessment shall be sent to every Owner subject thereto, at least fifteen (15) days prior to the effective date of such change. The due dates for payment of Assessments shall be established by the Board. Failure of the Association to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations to pay Assessments or other amounts due to the Association.
- 4.5. <u>Annual Statements and Accounting</u>. The Board may determine that all excess funds remaining in the Association's operating account, over and above the amounts used for the operation of the Community,

may be returned to the Members proportionately, or may be retained by the Association and used to fund reserve accounts or reduce the following year's Assessments.

- 4.6. Declarant's Option to Fund Budget Deficits. During the Declarant Membership, Declarant may satisfy its obligation for assessments on Parcels and Units which it owns and are subject to assessment or for which it is contractually obligated to fund a Builder's assessment obligation either by: (i) paying such assessments in the same manner as any other Owner, or (ii) by paying any operating expenses incurred that exceed assessments receivable from the other Owners and other income of the Association. This amount shall be consistent with the Declarant's obligation to pay and fund the deficit as provided by and consistent with Section 720.308(1)(b), Florida Statutes 2016. In addition to the foregoing, the term "other income" as provided in this section and as used in Section 720.308(1)(b), Florida Statutes 2016 shall include, but not be limited to, any and all Initial Contributions or Resale Contributions paid by Owners to the Association but which shall inure to the benefit of the Declarant and serve to offset the Declarant's deficit funding obligation. As used in this section and in Section 720.308(1)(b), Florida Statutes 2016, the term "assessments receivable" shall include assessments paid and received by the Association as well as any assessments not yet received but shown and otherwise generally considered monies which are "accounts receivable." In all events, the Declarant's obligation to fund the budget deficit under this Declaration shall expressly exclude any obligation to fund or pay any reserves including, but not limited to, any reserves for capital expenditures, deferred maintenance, contingencies, or insurance. Unless otherwise prohibited by law or by generally accepted accounting principles, the operating budget deficit shall be calculated and determined on a cumulative basis and not an annual basis. Nothing contained in this section shall obligate the Declarant to pay an amount greater than 100% of the Regular Assessment and Special Assessments levied on the Parcel or Unit for which the Declarant is responsible. Any further or additional deficiency shall be funded through a Special Assessment levied against Class A Members. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Membership, the Declarant shall pay assessments on its unsold Units in the same manner as any other Owner. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any assessments for any land not platted as individual lots owned or created as residential units by Declarant that may be included within the Community. Only upon Declarant's recording of a plat creating individual lots for land owned by Declarant and included in the Community and which Declarant intends to sell to end purchasers, shall Declarant be responsible for assessments as provided in this Declaration. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any assessments for platted lots that the Declarant owns and will be conveying to other Builders within The Place. Any reference in this section to Section 720.308(1)(b), Florida Statutes shall refer to the statutory section as in existed in the 2016 Florida Statutes and not as that section may be amended from time to time.
- 4.7. <u>Establishment of Liens</u>. Any and all Assessments levied by the Association in accordance with the provisions of the Governing Documents, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to, reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel or Unit against which each such Assessment is made, and shall also be the personal obligation of the Owner of such Parcel or Unit assessed. No Owner may exempt himself from personal liability for Assessments, or release the Parcel or Unit, or portion thereof, from the liens and charges hereof, by waiver of the use and enjoyment of any Common Areas, or by abandonment of the Parcel or Unit. Said lien shall be perfected from and after the recording of a claim

of lien in the Public Records of the County by the Association setting forth the information required by Section 720.3085, Florida Statutes, as amended from time to time. The Association shall not record the claim of lien until the notice required by Section 720.3085(4), Florida Statutes, has been provided to the Owner. A claim of lien shall secure payment of all Assessments due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all Assessments coming due subsequently (including interest, costs and attorney's fees), until the claim of lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that claim of lien, the party making payment is entitled to a satisfaction in recordable form.

- 4.8. Priority of Liens. The Association's lien for unpaid Assessments shall relate back to the original date of recording of this Declaration. Notwithstanding, as to first mortgages of record, the lien shall be effective from and after the date of recording of the claim of lien. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed. The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title shall be as provided in Section 720.3085, Florida Statutes, as amended from time to time. Any unpaid Assessment which cannot be collected as a lien against any Parcel or Unit by reason of the provisions of this Section may be treated as an Association Expense divided equally among, payable by, and assessed against all Parcels or Units, including the Parcel or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.
- 4.9. Remedies of the Association. If any Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the same becomes due, then the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:
 - 4.9.1. To charge interest on such Assessment or installment, from the date it becomes due until paid, at the highest rate allowed by law, as well as to impose a late payment charge not to exceed the greater of \$25.00 or 5% of the amount of each installment that is paid past the due date. The late payment charge shall not be considered a fine.
 - 4.9.2. To accelerate the due date for the entire remaining unpaid amount of the Assessment against the Owner notwithstanding any provisions for the payment thereof in installments.
 - 4.9.3. To file an action to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the same manner as provided by Florida Statutes, as amended from time to time, for the foreclosure of liens for unpaid Assessments.
 - 4.9.4. To bring an action at law for a money judgment against the Owner without waiving any foreclosure rights of the Association.
 - 4.9.5. In addition to the foregoing, if any Owner fails to pay any regular, annual Assessment, or installment thereof, or any other monetary obligation due to the Association, within ninety (90) days after the same becomes due, then the Association may suspend the voting rights of the Owner, and the Association may also suspend the rights of the Owner, or the Owner's lessees or Guests, to use common areas and facilities until the monetary obligation is paid in full.
 - 4.9.6. If the Unit is occupied by a lessee and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the lessee pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Unit have been paid in full to the Association and the Association releases the

lessee or until the lessee discontinues tenancy in the Unit. The Association shall provide notice to the lessee as required by section 720.3085, Florida Statutes, as amended from time to time.

- 4.10. <u>Certificate</u>. Within 15 days after the date on which a request for an estoppel certificate is received from an Owner or mortgagee, or his or her designee, the Association shall provide a certificate signed by an officer or authorized agent of the Association stating all Assessments and other moneys owed to the Association by the Owner or mortgagee. The Association may charge a fee for the preparation of the certificate, subject to the requirements of section 720.30851, Florida Statutes, as amended from time to time. Any person other than an Owner who relies on the certificate shall have the benefit and protection thereof.
- 4.11 One-Time Payments to Declarant. The Declarant reserves the right to collect from each Owner, at the time such Owner acquires title to a Unit or Parcel from the Declarant or a Builder, a one-time payment equal to \$2,000.00, which payment may be used by Declarant for any purpose (the "One-Time Payments"). At such time as the Declarant receives a certificate of occupancy for the recreational amenities (if any), the Declarant shall have the right to increase this one-time payment. The One-Time Payments are not an Assessment or a capital contribution and shall not be considered as an advance payment of Assessments, nor a reserve, and Declarant shall have the exclusive right to use the One-Time Payments, including after turnover of the Association. Notwithstanding anything to the contrary contained in this Declaration, the One-Time Payments shall be paid at the time a Unit is sold by the Declarant or a Builder to a third party purchaser, it being the intent hereof that Builders and their subsidiaries, affiliates, successor and assigns shall be exempt from this One-Time Payment. Declarant shall have the right to assign the right to receive and collect all or any portion of the One-Time Payments in Declarant's sole discretion.
- 4.12 <u>Initial Capital Contribution</u>. A \$500.00 initial capital contribution (the "Initial Contribution") shall be due and payable to the Association by the transferee upon the initial conveyance of title to a Unit or Parcel by the Declarant or a Builder to an Owner that is not the Declarant or a Builder.
- 4.13. Resale Contributions. A \$1,000.00 resale contribution (the "Resale Contribution") shall be due and payable to the Association by the transferee upon each conveyance of title to a Unit or Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Declarant or a Builder. Prior to Turnover, the Declarant shall determine the amount of the Resale Contribution. Subsequent to Turnover, the Board of Directors shall determine the amount of the Resale Contribution for a particular calendar year. The Board of Directors may increase the Resale Contribution in subsequent calendar years, but the amount shall not increase by more than ten percent (10%) over the previous calendar year. The Resale Contribution will be collected at closing and, upon payment, may be used to pay any Association Expenses. The Resale Contribution is an Assessment against and is secured by a continuing lien against Units and Parcels. However, the Resale Contribution shall not be considered an advance payment of any regular or special Assessment. Payment of the Resale Contribution shall be the legal obligation of the transferee of the Unit or Parcel. For the purposes of this Section 4.13, the term "conveyance" shall mean the transfer of title to a Unit or Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. With the exception of the Declarant or a Builder, if the Owner is a corporation, limited liability company or other business entity, then the term "conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. With the exception of the Declarant or a Builder, if the Owner is a partnership, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a Master Declaration of Covenants, Conditions, Easements

change of control over the Owner, shall be deemed a "conveyance" within the meaning of this Section 4.13. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Contribution: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; (d) to an Institutional Mortgagee or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure; and (e) to the Declarant or a Builder, or their subsidiaries, affiliates, or designated assignees. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (e) above, the Resale Contribution shall be due and payable. Notwithstanding anything to the contrary contained in this Declaration, in no event shall the Declarant, Builders and their subsidiaries, affiliates, or designated assignees be obligated to pay the Resale Contribution.

- 4.14 Irrigation Fee. At the time of the initial conveyance of title to a Unit or Parcel from the Declarant or a Builder to a third party a \$1,000.00 irrigation fee (the "Irrigation Fee") shall be collected from the purchaser at such conveyance, as further required by that certain Irrigation Water and Connection Fee Agreement (the "Irrigation Agreement"), the form of which is attached hereto as **Exhibit "G"**, with \$500.00 payable to LConnection, LLC, a Florida limited liability company, or its assignee and \$500.00 payable to WDG Connections, LLC, a Florida limited liability company, or its assignee. At the time of each conveyance of title to a Unit or Parcel by an Owner subsequent to the initial conveyance of the Unit or Parcel from the Declarant or a Builder a \$1,500.00 irrigation fee shall be due and payable, with \$750.00 payable to LConnection, LLC, a Florida limited liability company, or its assignee and \$750.00 payable to WDG Connections, LLC, a Florida limited liability company, or its assignee.
- <u>4.15. Exempt Properties</u>. All portions of the Area of Common Responsibility and Land dedicated to, and accepted by, the County or any other public or quasi-public authority shall be exempt from the Assessments created herein.
- 5. <u>ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS.</u> To ensure the orderly development, operation and maintenance of the Community, including the properties subject to the administration of the Neighborhood Associations as integrated parts of The Place, this Section has been promulgated for the purposes of: (a) giving the Association certain powers to effectuate such goal; (b) providing for intended (but not guaranteed) economies of scale; and (c) establishing a framework of the mechanism through which the foregoing may be accomplished. The provisions of this Section are specifically subject, however, to Section 17.7 of this Declaration.
 - 5.1. <u>Cumulative Effect; Conflict.</u> The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Neighborhood Associations and the Association may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any articles of incorporation, bylaws, rule and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to the Governing Documents. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of any Neighborhood Association. As to any condominium Neighborhood Association, no duties of same shall be performed or assumed by Association if same are required by law to be performed by such condominium Neighborhood Association or if the performance or assumption of such duties would be contrary to the purpose and intent of Section 17.7 of this Declaration.
 - 5.2. Expense Allocations. Association may, by written notice given to the affected Neighborhood Association at least sixty (60) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to a Neighborhood Association a share of the expenses incurred by the Association which are reasonably allocable to the Neighborhood Association and/or the Parcels or Units within its jurisdiction

- (e.g., for utilities billed to the Association, but serving only the Neighborhood or part thereof). In such event, the expenses so allocated shall be thereafter deemed common expenses of the Neighborhood Association payable by it (with Assessments collected from its members) to the Association. If a Neighborhood Association fails to budget or assess its members for expenses allocated as aforesaid, the Association shall be entitled to pursue all available legal and equitable remedies against the Neighborhood Association or, without waiving its right to the foregoing, specially assess the members of the Neighborhood Association and their Units or Parcels for the sums due (such special Assessments, as all others to be secured by the lien provided for in this Declaration).
- 5.3. <u>Obligations of Neighborhood Associations</u>. Each Neighborhood Association shall be liable and responsible to the Association hereunder for its compliance with the covenants, restrictions and requirements of the Governing Documents.
- 5.4. Non-Performance of Neighborhood Association Duties. In addition to the specific rights of the Association provided elsewhere in this Declaration, and subject to the limitation set forth in Section 5.1 of this Declaration, if a Neighborhood Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own declaration, articles of incorporation, bylaws or related documents, which failure continues for a period in excess of thirty (30) days after Association gives notice thereof, then Association may, but shall not be required to, assume such duties. In such event, the Neighborhood Association shall not perform such duties unless and until such time as Association directs it to once again perform.
- 5.5. <u>Conflict</u>. If any conflict arises between this Section 5 and any other covenants, restrictions or provisions of the Governing Documents, the provisions of this Section 5 shall supersede and control.
- 6. ARCHITECTURAL AND AESTHETIC CONTROL. Subject to Section 6.8, except for the initial construction and subsequent alteration of Residences, Structures, Units and related improvements by the Declarant, no improvement shall be erected or altered on the Land, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any Residence, Structure, Unit, Parcel or Common Area be performed without the prior written approval of the Architectural Review Committee as defined herein, and any time approval of the ARC is required, it shall mean written approval, whether or not so stated. In obtaining said written approval, the Owner, or any other person applying, shall comply with all applicable requirements and procedures of the Governing Documents. The membership, term of office, composition, compensation (if any), qualifications and procedures of the ARC shall be as provided below.
 - 6.1. <u>Architectural Review Committee</u>. There is hereby established an Architectural Review Committee ("ARC") which shall be responsible for the administration of the construction standards of the Association. The ARC shall be composed of such number of persons as are appointed and removed by Declarant, prior to Turnover, and by the Board, following Turnover. ARC members need not be Members, and may constitute as few as one person.
 - 6.2. <u>Purpose</u>. Subject to Section 6.8, the ARC shall review, study and either approve or reject proposed improvements or alterations to improvements to the Land, all in compliance with this Declaration and as further set forth in any Rules and Regulations and the Association standards as shall be adopted and established and may be amended from time to time by the Board of Directors. The ARC shall exercise its best judgment to see that all improvements conform and harmonize with any existing improvements as to external design, quality and type of construction herein set forth. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

- 6.3. <u>Criteria.</u> The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines, performance criteria, and application and review procedures (collectively the "Design Review Guidelines"), and the ARC shall have sole and full authority to prepare and to amend them, except that for so long as the Declarant owns any real property in the Community, the ARC shall not amend or alter the Design Review Guidelines without the Declarant's consent, which consent may be withheld in Declarant's sole and absolute discretion. Copies shall be available from the ARC for review. The ARC shall make the guidelines and procedures available to Owners who seek to engage in development of or construction upon all or any portion of the Land. If the ARC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within thirty (30) days after submission thereof, the plans shall be deemed approved. If the ARC disapproves any plans submitted to it, the Owner, whose plans have been disapproved shall have the right to appeal the decision by written notice to the Board within fifteen (15) days after the ARC issues its disapproval. The ARC shall establish, subject to the Board's approval, a procedure for such appeals. The Board's decision on any appeal shall be final.
- 6.4. <u>Limitation of Liability</u>. The ARC shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the ARC, nor any individual member thereof, shall be liable to any person for any official act of the ARC in connection with submitted plans and specifications except to the extent the ARC or any individual member thereof acted with malice or wrongful intent. Approval by the ARC does not assure approval by the appropriate governmental board or commission. Notwithstanding that the ARC has approved plans and specifications, neither the ARC nor any of its members shall be responsible or liable in any way to any Neighborhood Association, Owner or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval or failure to approve. The Board, the ARC or any agent thereof, shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Association Documents, or for any structural or other defects in any work done according to such plans and specifications. In all events the ARC shall be defended and indemnified by the Association in any such suit or proceeding.
- 6.5. <u>Fees and Plans</u>. The Board of Directors may establish reasonable fees to be charged by the ARC on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application. All improvements constructed on any portion of the Land shall be designed by and built in accordance with the plan and specifications of a licensed architect and/or certified designer.
- 6.6. <u>Removal of Non-Conforming Improvements</u>. The Association, upon request of the ARC and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, reconstructed, refinished, altered, or maintained in violation of these covenants, and the Owner thereof shall forthwith reimburse the Association for all expenses incurred in connection therewith. Such expense until paid shall constitute a special Assessment against the Owner and the Owner's Unit or Parcel, as the case may be.
- 6.7. <u>Compliance</u>. Any contractor, subcontractor, agent, employee or other invitee of any Owner who fails to comply with the terms and provisions of the Association standards and their procedures promulgated by the ARC may be excluded by the Board from the Community, without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.
- 6.8. <u>Exception</u>. This Article shall not apply to any of the activities of Declarant, or to improvements or modifications to the Common Areas by or on behalf of the Association. The Declarant shall have exclusive architectural oversight with respect to any improvements or alterations made by Builders. Additionally, after plans for a specific Model have been approved by Declarant, a Builder shall not be

required to obtain any additional approvals from Declarant prior to construction of the Model type on Units within the Community, provided that the Residence constructed does not materially differ from the approved Model.

- 6.9. <u>Landscaping Requirements</u>. All Lee County code required landscaping on Lots shall consist of a minimum of 75 percent native vegetation. The ARC shall maintain a list of native plants on file for review by Owners. All plants identified in the Lee County Exotic Pest Plant Control 2007 Invasive Exotic Vegetation brochure, as amended or modified (a copy of which is available from the ARC) are prohibited. All code minimum landscaping on Common Areas shall consist of 100 percent native vegetation.
- 7. <u>EASEMENTS</u>. The Declarant (during any period in which the Declarant has any ownership interest in the Community) and the Association shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Land and to grant access easements and to relocate any existing access easements in any portion of the Land as the Declarant, or the Association, shall deem necessary or desirable, for the following purposes: the proper operation and maintenance of the Community, or any portion thereof; the general health or welfare of the Owners; to carry out any provisions of this Declaration; to complete the development of the Community; and to fulfill the Declarant's obligations to any governmental authority, taxing district, a public or private utility or SFWMD. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of Units or Parcels. Without limiting the generality of the foregoing, the easements listed below are established, granted and reserved in, over, under, across, through and upon the Land and no easement may be removed from its intended use by subsequent amendment of this Declaration or otherwise.
 - 7.1. Encroachments and Overhangs. There shall be a reciprocal appurtenant easement for encroachment and overhang between adjacent Units, Parcels, and Common Areas. Such easement shall be for roof overhangs, and other improvements which were unintentionally placed or have settled or shifted in a manner that causes them to encroach upon or over an adjacent Unit, Parcel, or Common Area. The easement shall be for a distance of not more than five (5) feet, as measured from any point on the common boundary between the adjacent Units, Parcels, or Common Areas, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment of anything other than an overhang exist if such encroachment occurred due to willful conduct on the part of an Owner. Neighborhood Common Areas and Units shall be subject to an access easement in favor of the adjoining Owner(s) and their contractors and agents for purposes of bringing materials and construction equipment to the rear or side of the adjoining Owner's Unit for construction of pools or other structures. The adjoining Owner shall restore the Neighborhood Common Areas and Units to its previous condition following completion of such construction. Such encroachments will likely constitute a violation of County Regulations. Lee County does not expressly or by implication authorize such encroachments. This section does not limit Lee County's ability to pursue all available remedies to prevent, remove, or extinguish encroachments violating county regulations. Lee County will not permit or allow encroachments into any easement dedicated to, or owned by, the public.
 - 7.2. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc. Each portion of the Land shall have (and relevant portions of the Land shall be subject to) a non-exclusive, perpetual easement in common with all other portions thereof to use, maintain, repair, alter and replace all Water Management Systems, pipes, wires, ducts, transformers, vents, heating, ventilation and air conditioning systems (including, without limitation, compressors, air handlers, chillers, water towers and other apparatus used in the delivery of HVAC services), cables, conduits, public utility lines, and similar or related facilities located on the Land and serving any portion thereof.
 - 7.3. <u>Waste Disposal</u>. Each portion of the Land shall have (and relevant portions of the Land shall be subject to) a non-exclusive, perpetual easement in common with all other portions thereof to use, maintain,

repair, alter and replace all trash collection and/or disposal systems, and similar or related facilities, located on the Land and serving such portion thereof.

- 7.4. <u>Ingress and Egress</u>. A non-exclusive, perpetual easement shall exist in favor of Declarant, the CDD, the Association, each Owner and their respective Guests, lessees, licensees and invitees, for pedestrian and vehicular access over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Areas and Streets as from time to time may be intended and designated for such purpose and use. An easement for pedestrian access shall also exist over any portion of a sidewalk which is part of a Parcel or Unit if such sidewalk is intended for use by pedestrian traffic.
- 7.5. <u>Maintenance</u>. An easement shall exist in favor of the Association and the CDD as to the portions of each Parcel or Unit for which the Association or the CDD has maintenance responsibility. In addition, an easement is hereby reserved to Declarant, the CDD, the Association and any member of its Board, and its respective officers, agents, employees and assigns, upon, across, over, in and under the Land and each Unit or Parcel as may be necessary or appropriate to make repairs or to perform the duties and functions which the Association or the CDD is obligated or permitted to perform pursuant to the Governing Documents, including the right to enter upon any Parcel or Unit for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Parcel or Unit as may be permitted herein, or to the Water Management System or other common areas.
- 7.6. <u>Cross-Drainage</u>. Every Parcel, Unit, and the Common Area shall be burdened with easements for natural drainage of storm water runoff and/or other drainage from other portions of the Community and of adjoining Parcels, Units, or Common Areas; provided, no person shall alter the natural drainage on any Parcel, Unit, or Common Area so as to materially increase the storm water onto adjacent portions of the Community without consent of both the Association and the Owner of the affected Parcel or Unit.
- 7.7. Water Management System. Subject to Article 9, the Association, Neighborhood Association, the CDD, and Declarant shall have a perpetual, non-exclusive easement, right, license and servitude to use the Water Management System. Declarant or the Association may reconfigure such parts of the Water Management System, provided same is then in accordance with sound engineering practices and governmental approvals. In such event, the perpetual non-exclusive drainage easement rights of Declarant, Association and all Owners shall, without necessity of additional written documentation, be transferred from the previously existing Water Management System to the reconfigured system. Declarant may dedicate to any public or quasi- public agency, community development district or other similar entity under such terms as Declarant deems appropriate, all or any part of the drainage lines, structures and facilities which are part of the Water Management System. Declarant, or others with consent of Declarant, may execute such instruments as may be necessary or desirable to affect such dedication without the joinder or consent of Association, any Owner, or the holder of any mortgage or other lien on any Unit or Parcel. Notwithstanding the foregoing, the Water Management System may not be altered or modified in any way without the written approval of SFWMD.
- 7.8. Common Area. Declarant may, at any time prior to the termination of its Class B Membership, convey and transfer (or cause to be conveyed or transferred) to the Association or a Neighborhood Association, and the Association or Neighborhood Association shall accept, any or all of such conveyed Common Areas. Any Common Areas that are conveyed, dedicated, or transferred to a Neighborhood Association for the exclusive use of the Neighborhood shall become Neighborhood Common Areas for that Neighborhood. The Declarant or the party making the conveyance, dedication or transfer shall not be required to furnish title insurance, title opinion or survey. Any conveyance shall be by Quit Claim Deed. Upon request, the Association shall convey, assign or transfer back to the Declarant or the party making the conveyance, dedication or transfer, without any payment by the Declarant or such other party, any real property which has not been improved by a structure intended for recreational purposes, if originally

conveyed, dedicated or transferred to the Association for no or nominal payment.

THE ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION SHALL ACCEPT, ON A "WHERE IS, AS IS" BASIS, THE CONVEYANCE OF ANY SUCH COMMON AREAS INCLUDING ANY AND ALL REAL PROPERTY, IMPROVEMENTS AND PERSONAL PROPERTY CONVEYED TO THE ASSOCIATION BY WRITTEN INSTRUMENT OR OTHERWISE WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION. ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATIONS TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREAS OR THE DEED TO ANY PARCEL, THE ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANTIES. NO CLAIM SHALL BE MADE BY THE ASSOCIATION, NEIGHBORHOOD ASSOCIATION, OR ANY OWNER RELATING TO THE CONDITION. OR COMPLETENESS OF COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE ASSOCIATION OR A NEIGHBORHOOD ASSOCIATION SHALL BE PAID FOR BY THE ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION.

The Declarant declares, subject to the provisions of this Declaration, that the Common Areas are subject to a perpetual non-exclusive easement in favor of Declarant, Association, CDD, the Owners, their family members, guests, invitees, licensees and lessees, to use the Common Area for all normal purposes for which same is intended, including, but not limited to, ingress and egress and for the furnishing of services and facilities for which the same are reasonable intended in accordance with the terms of this Declaration. Without limiting the generality of the foregoing, such rights of use and enjoyment are subject to the following:

- 7.8.1. The right and duty of the Association or CDD to levy Assessments against each Unit or Parcel for the purpose of maintaining the Common Areas and all facilities located thereon in compliance with the provisions of Governing Documents.
- 7.8.2. The right of the Association to suspend the Owners' (and the Owners' guests, lessees and/or invitees) right to use the Common Area recreational facilities (if any) for any period during which any Assessment against the Owner's Parcel or Unit remains unpaid for more than ninety (90) days; and for any violation of the Governing Documents.
- 7.8.3. The right of the Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on Common Areas or Neighborhood Common Areas. Any such admission and other fees shall be uniform for all Owners and their family members, Guests and lessees.
- 7.8.4. The rights of the Association, or CDD, to adopt at any time and from time to time and enforce Rules and Regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Owners as herein provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

- 7.8.5. The right of Declarant to permit such persons as Declarant shall designate to use the Common Areas and all recreational facilities located thereon.
- 7.8.6. The right of Declarant and the Association to have, grant and use general and specific easements over, under and through the Common Areas.
- 7.8.7. The rights of Declarant to withdraw portions of the Common Areas as provided herein.
- 7.9. Construction and Sales Activity. For as long as any portion of the Community is under construction by Declarant, and for as long as Declarant or any Builder owns any real property in the Community, the Declarant and its designees, and all Builders, shall have the right to ingress and egress over all Common Areas and to use, without charge, any Parcel or Unit owned by it and the Common Areas, to establish, modify, maintain and utilize, as it and they deem appropriate, Models, sales offices, other offices and trailers. Without limiting the generality of the foregoing, the Declarant and its designees, and the Builders, may show Models or the Common Areas to prospective purchasers and lessees, erect on the Parcel(s), Unit(s), or Common Areas, signs and other promotional material to advertise Parcels for sale or lease, and take all other action helpful for sales, leases and promotion of the Community.
- 7.10. Easement for Lake Maintenance. Subject to Article 9, Declarant hereby grants to the Association, CDD, and its successors and assigns, a perpetual, non-exclusive easement for maintenance of lakes, canals, and waterways that it is charged with maintaining upon, across, over and under any Common Area, Parcel, or Unit adjacent to such lake or canal, for ingress, egress and access to such lake or canal; provided, however, the exercise of this easement shall not unreasonably interfere with the use of any Unit or Parcel. If such easement is not shown on a plat, then such easement shall be deemed to extend from the top of the bank or canal of a lake twenty (20') landward. No structure of any kind shall be constructed or maintained in this easement area unless approved by the Declarant.

8. MAINTENANCE; IMPROVEMENTS.

- 8.1. <u>Maintenance of Units/Parcels and Common Areas.</u> Each Owner shall maintain its Unit or Parcel and all related improvements in a manner consistent with this Declaration and all applicable covenants unless such maintenance responsibility is otherwise assumed by, or assigned to, the Association or a Neighborhood Association pursuant to any applicable Declaration, amendment, Supplemental Declaration, or Neighborhood Declaration. Each Neighborhood Association shall maintain the Neighborhood Common Areas within its Neighborhood, unless provided for otherwise, in a manner consistent with the Governing Documents and all applicable covenants. The Association may, but shall not be obligated to, assume maintenance responsibility for any Neighborhood Common Areas, either by agreement with the applicable Neighborhood Association or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with that required by this Declaration, in which case all costs of such maintenance shall be assessed only against the Units or Parcels within the Neighborhood. The provision of services in accordance with this section shall not constitute discrimination or action against a class.
- 8.2. <u>Responsibility for Repair and Replacement</u>. Unless otherwise specifically provided in this Declaration or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary, to maintain the Community to a level consistent with this Declaration. By virtue of taking title to a Unit or Parcel, each Owner covenants and agrees with all other Owners, and with the Association, to carry property insurance for the full replacement cost of all insurable improvements on the Owner's Unit or Parcel, less a reasonable deductible, unless the applicable Neighborhood Association or the Association carries such insurance (which they may, but are not obligated to do, hereunder unless mandated by statute). Each Owner further

covenants and agrees that in the event of damage to, or destruction of, structures on, or comprising its Unit or Parcel, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, or, if the Owner determines not to reconstruct, to clear debris from and to maintain the Unit or Parcel. The Owner shall pay any costs that are not covered by insurance proceeds. The requirements of this section shall apply to any Neighborhood Association responsible for its Neighborhood Common Area in the same manner as if the Neighborhood Association were an Owner. Additional recorded covenants, such as a Supplemental Declaration, applicable to any Unit, Parcel, or Neighborhood Common Area may establish more stringent and particular requirements for insurance and more stringent and particular standards for rebuilding or reconstructing improvements on the Parcel with such Unit, Parcel, or Neighborhood Common Area and for clearing of debris and maintaining the Unit, Parcel, or Neighborhood Common Area in the event the improvements are not rebuilt or reconstructed.

- 8.3. Maintenance Obligations of Owners. Subject to the right of the Association to provide for maintenance as provided in this Section, it shall be the duty of the Owners and Neighborhood Associations in each Neighborhood, at their sole cost and expense, subject to the provisions of this Declaration, to maintain, repair, replace and restore areas subject to their exclusive control, in a neat, sanitary and attractive condition consistent with the quality of the original construction, and the standards adopted by the Association from time to time. Notwithstanding, in accordance with the Covenant to Create an Enhanced Lake Management/Maintenance Plan attached hereto as Exhibit "E", no Owner shall apply, or contract for the application of, any pesticide, herbicide and/or fungicide to any portion of the Land, including his or her own Unit, without the prior written approval of the Association, which may be withheld in the Association's sole and absolute discretion. Only licensed professionals authorized by Lee County may perform the application of fertilizers, pesticides, insecticides, herbicides, nematicide, and other similar chemicals on the Property. In the event that any such Owners or Neighborhood Associations shall permit any improvement on any portion of the Land, which it is their responsibility to maintain, to fall into disrepair or to not be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise be contrary to any specific standards adopted by the Association, then the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice to the appropriate Owner or Neighborhood Association, to correct such conditions and to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner or Neighborhood Association. Said cost shall be a special Assessment and shall create a lien upon the corresponding Units, Parcels, or Neighborhood and shall be enforceable in the same manner as other Assessments as set forth in this Declaration. Such Neighborhood Association or such Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by all Units or Parcels in the affected Neighborhood as Association Expenses. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to provide landscaping maintenance to all Units as an Association Expense or a Neighborhood Expense. All irrigation water will be delivered from the Irrigation Lake, as defined in and pursuant to the Irrigation Agreement. All Owners shall be prohibited from the installation of domestic wells for potable or irrigation water.
- 8.4. <u>Maintenance Obligations of Association</u>. Subject to the provisions of Section 8.3, and subject to the obligations for maintenance by the CDD, the Association shall maintain, or provide for the maintenance by others, of all of the Common Areas and all improvements thereon, in good order and repair, including recreational facilities (if any), and any and all utility facilities and improvements on the Common Areas (but excluding Neighborhood Common Areas, unless the Association elects to maintain or repair same). However, notwithstanding anything contained in this Declaration to the contrary, the Association shall have the ultimate maintenance responsibility for any areas or infrastructure dedicated to the Association on any subdivision plats. In addition to maintenance, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation that is located on the Common Areas, all as determined by the

Association in its sole discretion. The Association and/or the CDD shall further maintain, reconstruct, replace and refinish any Streets, parking, landscaping, hardscape, water management and retention areas and any other impervious surfaces in the Common Areas unless provision is made otherwise in a Supplemental Declaration, or unless such maintenance is the responsibility of the CDD. All such maintenance shall be an Association Expense. If wildlife mitigation or wetland mitigation is required under any of the permits for the Community, then the Association and or the CDD shall be responsible for all mitigation maintenance and monitoring required and any financial assurances required under the relevant permits. The maintenance and monitoring plan for the Conservation Areas and the Indigenous Preserve and Protected Species Management Plan is attached hereto as Exhibit "D", and the Covenant to Create an Enhanced Lake Management/Maintenance Plan is attached hereto as **Exhibit "E"**. Additionally, the Association and or the CDD shall maintain all Conservation Areas and upland buffer zones, if any, including those located within a Unit or Parcel. It is the Association's and or the CDD's responsibility to complete the mitigation and monitoring plan successfully, including meeting all conditions associated with the mitigation maintenance and monitoring, and including complying with all requirements of Lee County, including but not limited to any requirements set forth in Exhibits "D", and "E". All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in their judgment to be appropriate, and the Declarant, prior to Turnover, or the CDD, or the Association after Turnover, shall have the power and authority to convey title to, and/or assign maintenance responsibilities for, all or such portion of the Conservation Areas, Streets, Common Areas, and Water Management Systems as the Declarant, the CDD, or Association elects; provided, however, said conveyance and/or assignment may only be made to a public or quasi-public agency, community development district or similar entity under such terms as the Association or the CDD deems appropriate, which may assume responsibility for maintenance hereunder. No Owner shall plant or remove any landscaping in violation of Exhibit "D". In the event of any violation by an Owner, the Association or the CDD shall have the right to remove the landscaping, or re-plant any landscaping improperly removed, at the sole cost and expense of Owner. The Owners have the right to enforce, by appropriate legal means, the Association's duty to operate, maintain. repair, replace and insure the Common Areas, including without limitation all improvements placed thereon, all easements and rights-of-way and the Water Management System.

8.5. Negligence: Damage Caused By Condition in Unit. The Owner of each Parcel or Unit shall be liable for the expenses of any maintenance repair or replacement of Common Areas, other Parcels or Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his quests, employees, agents, or lessees. Each Owner has a duty to maintain his Parcel or Unit, except those items required to be maintained by the Association or a Neighborhood Association as provided herein and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Parcels or Units, Common Areas or the property of other Owners. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Parcels or Units, Common Areas or property within other Parcels or Units, the Owner of the offending Parcel or Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Parcels or Units involved is not occupied at the time the damage is discovered, the Association may, but shall have no obligation, to enter the Parcel or Unit (including Structures or Residences thereon) without prior notice to the Owner and take reasonable actions to mitigate damage or prevent its spread. The Association may, but is not obligated to repair the damage with the prior consent of the Owner. Notwithstanding the foregoing, the Association reserves the right to levy a special Assessment against any Owner, equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Parcel or Unit, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a special Assessment against the Owner and may be collected as provided herein for the collection of shared Assessments.

9. <u>IRRIGATION; WATER MANAGEMENT SYSTEM AREA RESTRICTIONS AND EASEMENTS;</u> CABLE TELEVISION SERVICES.

- 9.1 <u>Irrigation</u>. EACH OWNER ACKNOWLEDGES THAT ANY WATER PROVIDED FOR IRRIGATION PURPOSES MAY BE UNTREATED WATER OR TREATED EFFLUENT. NEITHER DECLARANT, THE CDD, LCONNECTION, LLC, WDG CONNECTIONS, LLC NOR THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE QUALITY OF WATER PROVIDED FOR SUCH IRRIGATION PURPOSES. ANY USE OF SUCH WATER SHALL BE AT THE USER'S OWN RISK.
- 9.2 <u>Water Management System</u>. No improvements, planting or other material (other than landscape material) of any kind shall be constructed, erected or installed, unless constructed, erected or installed by Declarant, or the CDD, subject to the SFWMD Permits, nor shall an Owner or Neighborhood Association in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of a Water Management System reserved for, or intended to be reserved for, drainage ways, sluiceways or for the accumulation of run-off waters, as reflected in any plat or instrument of record, without the specific written permission of the Declarant or the CDD, subject to the SFWMD Permits. No Owner or Neighborhood Association shall alter any wetlands, conservation or preserve areas from their natural or permitted condition except for exotic vegetation, which may only be removed in accordance with the SFWMD permits for the Community. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow and grapevine. The Land shall be subject to the following covenants, easements, and restrictions related to the Water Management System.
 - 9.2.1. <u>Modification</u>. No Unit or Parcel shall be increased in size by the filling in of any water retention or Water Management system on which it abuts. Owners or Neighborhood Associations shall not fill, dike, rip-rap, block, divert or change the established water retention and Water Management Systems that have been or may be created by easement. No Owner or Neighborhood Association may draw water for irrigation or other purposes from any lake, pond, canal or other Water Management System, nor is any swimming in such areas allowed.
 - 9.2.2. Responsibility. All Water Management Systems and maintenance of any conservation easements, preserve areas, and/or signage required by the SFWMD permits for the Community will be the ultimate responsibility of the CDD, although actual maintenance functions may be delegated to the Association by agreement between the Association and the CDD. In such instance, the Association's power to levy and collect regular and special Assessments shall include, but not be limited to the power to assess for operation, repair and replacement of the Water Management System. The Association, CDD, or its designee, may enter any Parcels, Common Areas or Neighborhood Common Areas and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of the Association or the CDD. In addition thereto, any Owner. Neighborhood Association, SFWMD or other beneficiary of the Water Management System shall have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Water Management System or in any mitigation or conservation areas under the responsibility or control of the Association. The Association shall take all action as necessary to enforce the conditions of any conservation easements and of the Permit. Notwithstanding the foregoing, the Association or CDD shall have the power and authority to convey title to, and maintenance responsibilities for, all or such portion of the Water Management systems as the Association or CDD elects; provided, however, said conveyance may only be made to a public or quasi-public agency, community development district or similar entity which is acceptable to SFWMD, under such terms as the Association deems appropriate, which may assume responsibility for the proper maintenance and care of the Water Management System.
 - 9.2.3. <u>Construction</u>. Nothing in this Section shall be construed to allow construction of any new water management facility or alteration of Water Management Systems without first obtaining the approval

of Declarant, which may be withheld in its sole and absolute dissolution, and without necessary permits from all governmental regulatory agencies having jurisdiction.

- 9.2.4. Other Properties. Declarant does hereby reserve the right to grant non-exclusive drainage easements benefiting lands not included within the Land, and to allow said benefited lands to utilize the Water Management System, upon such terms and conditions (if any) that Declarant deems appropriate, without regard as to whether said benefited lands ever comprise a portion of the Community.
- 9.2.5. <u>No Plantings</u>. No plantings of any kind may be located within a recorded or platted drainage easement, except that buffer trees or shrubs may be planted within any such easements if required by any governmental entity under a development order, permit, ordinance, or other governmental action.
- 9.2.6. <u>Assignment by Declarant</u>. Declarant, may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations, and privileges reserved or granted hereunder to the Association, CDD, or to any other person.
- 9.3. Cable and Telecommunications Systems. Declarant hereby reserves unto itself and its designees, successors, assignees and licensees the right, without obligations, to construct or install over, through, under, across and upon any portion of the Land for the use of the Owners and their permitted or authorized Guests, invitees, lessees, licensees and family members one or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein as the "System"), the exact description, location and nature of which may have not yet been fixed nor determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Land shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of: (i) unlimited ingress and egress thereto for installing, constructing, inspecting, repairing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection; and (ii) transmitting, the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees. The term "Contractual Designee" or "Designees" shall mean the company or companies with which Declarant or the Association has contracted for the furnishing of such System services.

Declarant and/or the Association shall have the right to enter into contracts for the exclusive provision of the System, as Declarant and the Association shall deem, in their sole respective discretion, to be in the best interests of the Land. Should the Declarant enter into a contract or contracts pursuant to this Section 9.3, the Association shall, to the extent the Declarant assigns its rights and obligations under any such contract or contracts, accept such assignment, and Association hereby agrees to be bound by all of the terms and provisions of the contract or contracts.

Every Owner subscribing to the System services contract may be subject to a charge, payable per Unit or Parcel on such day of each month or quarter in advance, as the Board may select, for basic cable television programming services. The Association shall impose, in addition to or included within the regular Assessment, against each Unit or Parcel an Assessment as it shall determine, the amount of the basic fees due and payable for the System and shall collect same and forthwith remit the amount collected to the Contractual Designee providing the System services.

Declarant may excuse portions of the Land from the provisions of this Section which, in the determination of Declarant, have uses for System services inconsistent with the overall design of such services in the Land as a whole.

10. INSURANCE.

- 10.1. <u>Common Areas</u>. The Association shall keep, or cause to be kept, the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, unless the Members determine otherwise as set forth in Section 11 below. Premiums for all insurance carried by the Association are Association Expenses included in the Assessments made by the Association.
- 10.2. <u>Neighborhood Association Insurance</u>. If applicable, each Neighborhood Association shall maintain and pay for such insurance as is required hereby to and by its own applicable documents. If any Neighborhood Association fails to do so then the Association may purchase insurance for it and assess the cost to the particular Neighborhood Association.
- 10.3. <u>Replacement or Repair of Land</u>. In the event of damage to or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available, subject to the other provisions of this Declaration.
- 10.4. <u>Waiver of Subrogation</u>. As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Owners, any management company, Declarant, Builders and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.
- 10.5. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments, liquor liability insurances and malicious mischief, in such limits as it shall deem desirable (public liability coverage shall be in an amount not less than \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence), insuring against liability for bodily injury, death and property damage arising from the activities of the Association and respecting the Common Areas, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The Association may also obtain workmen's compensation insurance, and other liability insurance as it may deem desirable, insuring the Owners thereof and the Association, the Board and any management company, from liability in connection with the Common Areas, the premiums for which are Association Expenses. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion. The Board shall also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and any management company thereof against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. All Builders shall be required to carry general liability insurance with minimum limits of \$1,000,000.
- 11. <u>DESTRUCTION OR DAMAGE TO COMMON AREAS</u>. Damage to or destruction of all or any portion of the Common Areas shall be handled in the following manner, notwithstanding any provision in this Declaration to be contrary:

- 11.1. If in the event of damage or destruction to the Common Areas or any portion thereof, the insurance proceeds are sufficient to effect total restoration, then the Board shall cause such Common Areas to be repaired and reconstructed substantially as it previously existed to the extent possible.
- 11.2. If the insurance proceeds are within Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) or less of being sufficient to effect total restoration to the Common Areas, then the Declarant or the Association shall cause the Common Areas to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a special Assessment.
- 11.3. If the insurance proceeds are insufficient by more than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to effect total restoration to the Common Areas, then the Common Areas shall be rebuilt and restored in substantially the same manner as the improvements existed prior to the damage unless 75% or more of the Voting Interests (as such term is defined in Section 720.301, Florida Statutes), vote to not rebuild and instead to distribute the available insurance proceeds equally to the Owners or mortgagees as their interests may appear.
- 12. <u>GENERAL COVENANTS AND RESTRICTIONS.</u> The Declarant has established a common scheme of development for the Community, including, but not limited to, exterior paint colors, signage, materials and landscaping. In order to ensure compliance with such common development scheme, all portions of the Community shall be held, used and enjoyed subject to the following limitations and restrictions, and further subject to the exemption of Declarant in Section 12.17 hereof.
 - 12.1. <u>Signs.</u> No sign, poster, display, billboard, decoration, logos, or other advertising device of any kind shall be displayed to the public view on any portion of the Land without the prior written consent of the Declarant, or the Board, except: (i) commercial and identification signs that are consistent with the architectural theme and criteria for the Community, as established by Declarant in the initial construction of the Community; (ii) directional and safety signage; and (iii) signage used by Declarant, its successors or assigns, and signage used by Builders and their successors and assigns, subject to the prior approval of Declarant, or other signage with permission of Declarant, for advertising during the construction and sale of Units or Parcels in the Community. The Declarant will make provision for certain exterior signage for the Community as a whole and for certain Neighborhoods. The Board may establish Rules and Regulations and criteria for signage in the Common Areas that will honor and respect commitments made by the Declarant.
 - 12.2. Landscaping: Refuse Disposal. Subject to the Association's election to provide landscaping maintenance under section 8.3 above, each Owner shall keep his or her Unit free and clear of weeds, underbrush, unsightly growth, trash and debris and shall reasonably maintain his Unit and Residence. Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their Owner as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals, or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. All lawns and landscaping shall be completed at the time of completion of the Residence as evidenced by a certificate of occupancy, and shall be maintained in good condition by the Owner and regularly cut and mulched areas regularly re-mulched. The Association shall be responsible for operation of the central irrigation system. Individual Owners shall have no control over the central irrigation system. The Owner shall be responsible for all irrigation of the landscaped areas within the Unit that are not irrigated by the central irrigation systems and shall comply with all governmental water restrictions in effect from time to time. No landscaping shall be installed, cut down, destroyed or removed without the prior written approval of the ARC. No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably screened from view from the street and

adjacent Units. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

- 12.3. <u>Outside Lighting.</u> Except as may be initially installed by the Declarant, no spotlights, floodlights, or other outdoor high intensity lighting shall be placed or utilized upon any Unit which in any way will allow light to be reflected on any other Unit or the improvements thereon without the written authorization of the ARC. Low intensity lighting which does not unreasonably disturb the Owners or other occupants of the Community shall be allowed. The Owner of each Unit shall maintain the front yard lamp (if any), and keep it operating during all hours of darkness. The Owner's responsibility includes the photoelectric cell and replacement of light bulbs. The Conservation Easements as well as any other indigenous preserves or mitigation areas shall not be directly or indirectly illuminated by lighting originating from the developed areas of the Land or originating from other Common Areas. Declarant and/or Association may use shielding and or master sensors to limit the impact of lighting.
- 12.4. No Commercial Use. No trade, commercial use, or business may be conducted or operated from any Parcel or Unit, except that an Owner (or his family members or lessees) residing in a Residence may conduct business activities within the Residence so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (2) the business activity is otherwise permitted under applicable zoning regulations, ordinances, and laws; (3) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons, suppliers, or tradesman coming into the Community who do not reside in the Community, nor the solicitation of other Community residents; and (4) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Community residences. Notwithstanding the foregoing, the leasing or rental of a Residence shall not be considered a business or commercial activity.
- 12.5. <u>Common Areas and Neighborhood Common Areas</u>. The Common Areas and each of the Neighborhood Common Areas shall be used only for the purposes for which they are intended to be used in the furnishing of services and facilities for the Owners.
- 12.6. <u>Communication Equipment</u>. No improvements, modifications, alterations, communication equipment, antennae or satellite dishes, or other electronic towers, shall be permitted on the exterior of any Structure or Residence or within the Community without the prior written approval of the Declarant or the Board and then only in accord with criteria established from time to time, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.40000 as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Association may adopt Rules and Regulations limiting the installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or an adjacent Unit, to the extent lawful.
- 12.7. Exterior Improvements. No Owner shall alter the exterior paint color, nor make any other alteration or addition to the exterior of the Residence, without prior written consent of the ARC. Notwithstanding, an Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 41/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.
- 12.8. <u>Awnings and Windows</u>. Awnings, hurricane shutters, solar film and other window shading or decoration shall be subject to the prior approval and control of the ARC.
- 12.9. <u>Fences</u>. No fence, wall, hedge or other similar structure shall be erected on any Unit, except as originally installed by Declarant, and except any approved by the ARC.

- 12.10. <u>Mailboxes, Lamp Posts.</u> Mailboxes shall be clustered at a central mail kiosk location as located by the Declarant. Front yard lamp posts, and their supporting structures, shall be substantially uniform in style, appearance and location, and are subject to regulation by the ARC. Owners are required to maintain their front yard lamp post at all time including the replacement of the light bulb when necessary.
- 12.11. Parking; Vehicles; Boats. Vehicles shall be parked only in driveways and other designated parking spaces. No vehicle shall be permitted to be parked on any unpaved or grassed area. Parking spaces may be used only for parking vehicles that are in operating condition and for no other purposes (i.e. vehicles shall not be permanently stored except in an enclosed garage). In no event shall an abandoned or inoperable vehicle, or a vehicle containing more than two (2) axles, be permitted to park on the Common Areas or Neighborhood Common Areas, or on a Parcel or Unit; provided, however, the foregoing does not apply to the temporary parking of trucks for the loading and unloading of equipment and supplies and for the construction, maintenance or repair of Common Areas, Neighborhood Common Areas, Parcels or Units. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of ten (10) days or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left in designated parking areas by Owners while on vacation. No boat, trailer of any kind, semitrailer, house trailer, camper mobile home, motor home, bus, commercial vehicle, truck camper, vehicles with commercial markings, racks or tools in the bed, or disabled, inoperative or unlicensed vehicle shall be parked, kept or stored unless kept fully enclosed inside a garage. Boats are not permitted to be used on lakes in the Community. Notwithstanding anything to contrary contained in this Declaration, vans, pick-up trucks and sport utility vehicles shall be considered to be automobiles and may be parked on driveways and designated parking spaces if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a commercial vehicle. Law enforcement vehicles may be parked on driveways and designated parking spaces if the driver is a law enforcement officer. Overnight parking in the roadway or other Common Areas is prohibited. A written notice requesting removal of any vehicle located upon the Land in violation of the foregoing may be personally served upon the Owner or posted on the vehicle by the Association, and the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner, if such vehicle has not been removed within seventy-two (72) hours after posting of said notice. The preceding restrictions shall not apply to commercial vehicles or other vehicles which may be utilized by: the Declarant, Builders and their contractors and subcontractors for purposes of completing construction of the Community, Parcels and Units; the Association, its vendors and employees; and any governmental authority, taxing district, or private or public utility. No motor vehicle shall be used as a domicile or residence, either permanent or temporary while in the Community.
- 12.12. Additional Temporary or Permanent Structures; Basketball Hoops. No structure of a temporary or permanent character, including, but not limited to sheds, garages, storage facilities, canopies, or other improvements shall be used or erected within the Community without the prior approval of the Declarant, and, after Turnover, the Association. Temporary use of portable basketball hoops on Parcels is permitted. Basketball hoops shall be stored out of sight or within an enclosed garage after sunset on Sunday through Thursday. The Board of Directors may impose other reasonable Rules and Regulations governing basketball hoops.
- 12.13. <u>Nuisances</u>. No nuisances shall be allowed nor any use or practice which is the source of annoyance or which interferes with the proper use of the Common Areas. All parts of the Community shall be kept in clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or shall any fire hazard be allowed to exist. No use shall be made of any portion of the Community that would increase the rate of insurance upon the Community.
- 12.14. <u>Lawful Use</u>. No immoral, improper, offensive or unlawful use shall be made of the Community or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place

bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Community shall be the same as is elsewhere herein specified with respect to other maintenance, repair and replacement.

- 12.15. Animals: Pets. The Owner of a Unit may keep not more than two (2) pets of normal domesticated household type (cats or dogs only) in the Unit. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulation by the Association. Pets shall never be allowed to run freely upon any of the Common Areas or any other part of the Community and shall be exercised and walked in designated areas and leashed at all times while outside of the Unit. Any resident maintaining a pet shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Such resident shall also be responsible for cleaning up after its pet. Any such damage shall be determined by and collected by the Association. Pets shall not be left unattended outside or in open areas such as lanais, porches, courtyards, garages and similar areas. Commercial activities of any kind involving pets are prohibited, including without limitation breeding, training, grooming, veterinary services and boarding. The Board of Directors may impose reasonable Rules and Regulations governing the keeping of pets in the Community, including restrictions on where pets may be walked. The ability to keep a pet is a privilege, not a right, and the Board of Directors may revoke the privilege, and order and enforce the removal from the Unit or Parcel of any pet which becomes a source of unreasonable annoyance or nuisance to other residents, or whose owner repeatedly refuses or fails to abide by this Section. Pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior) are prohibited. No reptiles, amphibians, poultry or livestock may be kept in the Community. A location in the community may designated for a "dog park". If a location is designated, the Board of Directors may impose Rules and Regulations governing its use.
- 12.16. Wildlife. As a result of the open spaces, natural areas and bodies of water in and around the Community, Owners may periodically find wild animals within the confines of the Community including, but not limited to, panthers, coyote, bobcats, swine, raccoons, deer, spiders, snakes, bees, fire ants, alligators and other reptiles and other insects common to the area. Contact with any wild animal can be dangerous and it is illegal to feed or harass many wild animals, including but not limited to alligators and panthers. Should any Owner encounter any such animal, the Owner is encouraged to contact the local animal control office for further instructions. Dumpsters and individual trash receptacles must be bear proof. Trash receptacles for Lots must not exceed 40 gallons in size and must have two handles and a tight fitting lid in accordance with County Solid Waste Ordinance, as described in the Indigenous Preservation, Restoration, and Management Plan and the Protected Species Management and Human-Wildlife Coexistence Plan further set forth in Exhibit "D".
- 12.17. <u>Leasing of Units</u>. An Owner may lease his or her Residence without prior Association approval, subject to the following:
 - 12.17.1.1. The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the lessees as the Board may reasonably require, including but not limited to a background check for the prospective lessees. A \$250.00 transfer fee shall be due from the tenant, payable to the Association upon execution of the lease.
 - 12.17.1.2. No Residence may be leased or rented for a term of less than thirty (30) consecutive days, and no more than three (3) times per calendar year. The year in which the lease term commences shall determine in which year the lease occurs.
 - 12.17.1.3. No subleasing or assignment of lease rights shall be permitted. All of the provisions of the

Governing Documents shall be applicable and enforceable against any person occupying a Residence as a lessee or Guest to the same extent as an Owner, and a covenant on the part of each occupant to abide by the Governing Documents, designating the Association as Owner's agent, and granting the Association the authority to terminate any lease and evict the lessee in the event of violations by the lessee of such covenant, shall be deemed included in every lease whether oral or written, and whether expressed in such lease or not.

- 12.17.1.4. In the event that the proposed lease and information required by the Board are not submitted at least 15 days prior to the proposed lease term, or in the event that the proposed lease violates the terms of this section, then the lease shall be deemed null and void and the lessee shall not have the right to take possession of the Unit until such time as this section is complied with.
- 12.18. <u>Declarant Exemption</u>. Declarant or its successors or assigns and Builders will undertake the work of constructing improvements on the Units, Parcels, and Common Areas. The completion of that work and the sale, rental and other disposal of Units are essential to the establishment and proper economic function of the Community. As used in this section, the words "its successors or assigns" specifically do not include purchasers of Units or Parcels unless such purchasers are specifically designated by Declarant as a successor or assignee of Declarant's rights under this Declaration in the instrument of conveyance or other instrument executed by the Declarant. In order that said work may be completed and the Community established as a fully occupied community as rapidly as possible, no Owner or the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:
 - 12.18.1. Prevent Declarant, it successors or assigns, Builders, or its or their contractors or subcontractors, from doing on any property owned by it whatever they determine to be necessary or advisable in connection with the completion of said work, including, but not limited to, the alteration of such construction plans and designs as Declarant and Builders (subject to the prior consent of the Declarant) deem advisable in the course of development.
 - 12.18.2. Prevent Declarant, its successors or assigns, Builders, or its or their representatives, from erecting, constructing and maintaining on any portion of the Land owned or controlled by Declarant, or its successors or assigns, Builders, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business or of completing said work and establishing the Community as a residential community and disposing of the same by sale.
 - 12.18.3. Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Common Areas.
 - 12.18.4. Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, or any Builder, from maintaining such sign or signs, sales offices, offices, construction trailers and Models on any portion of the Land owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Parcels or Units.
 - 12.19 <u>Covenants Relating to Attached Residences</u>. The Community may include single family attached villas or homes (the "Attached Residences") that are not condominiums. The following restrictions, covenants, and provisions set forth in Section 12.18.1 through 12.8.8 shall apply to such attached Residences, and may be modified, deleted, or supplemented by subsequent amendment.
 - 12.19.1 <u>Structural Elements</u>. Each building ("Building") containing Attached Residences shall contain common structural elements, which include but are not limited to:

- A. Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each Building and which directly or indirectly in any way service more than one Residence in such Building.
- B. Party Walls. All division walls ("Party Walls") between and shared by two Residences. The Owners of the Residences adjacent to a Party Wall shall own such Party Wall as tenants in common.
- B. Bearing Walls. Any and all walls or columns necessary to support the roof structure.
- C. Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each Building.
- D. Foundation. The entire concrete floor slab and all foundational and support structures and appurtenances thereto.
- E. Roofs. The entire roof of a Building.
- 12.19.2 <u>Utility Easements</u>. Each Owner of an attached Residence grants to all other Owners owning an Attached Residence in the same Building a perpetual utility easement for water, sewer, power, telephone, internet, and other utility and service company lines and systems installed beneath or within the Attached Residence. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Attached Residences within a Building, and which are located beneath or within the Building shall be shared equally by each of the Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Owner, their lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Area shall be paid by the Association as a Common Expense, or where appropriate, in the sole discretion of the Board, through a Neighborhood Assessment.
- 12.19.3 Party Walls. The center line of a Party Wall is the common boundary of the adjoining Residence. Each Owner of an Attached Residence with a Party Wall shall have the right to use the Party Wall jointly with the other Owner(s) of the Party Wall. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming the Party Wall. The cost of maintaining each side of a party wall shall be borne by the Owner using said side, except as otherwise provided herein.
- 12.19.4 Roof. The entire roof of the Building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "Shared Roofing". Each Owner of an Attached Residence with Shared Roofing shall have the right to use the Shared Roofing jointly with the other Owner(s) of the Shared Roofing. The term "use" shall and does include normal usage but prohibits any form of alteration which would change the aesthetic or structure of the Shared Roofing.
- 12.19.5 <u>Casualty Damage</u>. If an Attached Residence is damaged through an act of God or other Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place

casualty, the affected Owner shall promptly have his or her portion of the Attached Residence repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Building. In the event damage or destruction of a Party Wall or Shared Roofing is caused solely by the neglect or willful misconduct of an Owner, any expense incidental to the repair or reconstruction of the Party Wall or Shared Roofing shall be borne solely by that Owner. If the Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected Building, and the Association shall thereafter have the right to specially assess said Owner for the costs of such repair and reconstruction.

12.19.6 <u>Maintenance of the Exterior of the Attached Residence</u>. Each Owner shall at all times be responsible for the maintenance and care of the exterior surfaces of his or her Attached Residence. The phrase "exterior surfaces of the Attached Residence" shall include, but not be limited to, the exterior walls and Shared Roofing. Each Owner shall be responsible for the periodic cleaning of the exterior walls and Shared Roofing, and the periodic repainting of the exterior walls of the Attached Residence. No Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roofing of their Home without the consent of the Architectural Review Committee. If an Owner refuses or fails to maintain the exterior of the Residence, the Association shall have the right to complete such maintenance and the Association shall thereafter have the right to specially assess said Owner for the costs of maintenance. The Benefited Assessment or Special Assessment incurred to maintain the exterior of the Home(s) by the Association in accordance with this Article will be made pursuant to the assessment powers and lien rights set forth in the Declaration.

12.19.7 <u>Casualty Insurance</u>. Each Owner shall maintain casualty insurance for his or her Attached Residence in an amount equal to the replacement value of his or her Attached Residence. The Association may, but is not obligated to, require that each Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a special Assessment against the Attached Residence. The Association shall have no liability to any Owner for failure to request proof of insurance or for failure to purchase insurance on behalf of an Owner. Each Owner shall be liable for all activities of its guests or vendors and shall be required to carry insurance to cover them.

12.19.8 Party Fences. Walls or fences which are constructed between two adjoining Units and are to be shared by the Owners of said adjoining Units are "Party Fences." Party Fences shall be the joint maintenance obligation of the Owners of the Units bordering the Party Fences. Each Owner shall have the right to full use of the Party Fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Unit or in any manner impair the value of the Party Fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Owners, the Owners of the adjacent Units shall, at their joint expense, repair and rebuild said fence within 30 days. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board of Directors of the Association to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any Party Fence or any part thereof shall be

rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed unless otherwise agreed to by the Owners of the Party Fence. If maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Owner, any expense incidental thereto shall be borne solely by such Owner. If the Owner shall refuse to repair or reconstruct the fence within 30 days, and to pay for the repair or reconstruction, the Association may have the Party Fence repaired or reconstructed and shall be entitled to a lien on the Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Units shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Units to effect necessary repairs and reconstruction.

- 13. <u>ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS</u>. Every Owner shall at all times comply, or cause the compliance, with all the covenants, conditions and restrictions of the Governing Documents. Violations of the Governing Documents should be reported immediately in writing to the Board. Except in the event of an emergency, before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors of the Association, that person shall be liable to be fined by the Association for each such failure to comply or other violation.
 - 13.1. Enforcement; Legal Action; Dispute Resolution. Every Owner shall have the right to seek judicial enforcement of the Association's maintenance responsibility set forth herein. Disputes governed by section 720.311, Florida Statutes, as amended from time to time, shall be subject to the requirements thereunder. Judicial enforcement of all other disputes and of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation and/or to recover damages, and against the corresponding Unit or Parcel to enforce any corresponding lien. Failure of the Association, Declarant or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the prevailing party shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents.
 - 13.2. Entry by Association. Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to summarily abate and remove, at the expense of the Owner of the Unit or Parcel, any construction or other violation that may be or exist thereon. The Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.
 - 13.3. <u>Fines and Suspension of Use Rights to Common Areas</u>. The Board may impose a fine or fines upon an Owner, or the Owner's lessee, Guest, occupant of the Unit, licensee or invitee, for failure of the Owner, or the Owner's, lessee Guests, invitees, licensees to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. The Board may also suspend, for a reasonable amount of time, the right of an Owner, or the Owner's lessee, Guests or invitee to use the Common Areas and facilities for the failure of the Owner of the Unit, or its occupant, licensee or invitee to comply with any provision of the Governing Documents. In addition, if an Owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the Owner, or the Owner's lessee, Guest, or invitee to use the Common Area and facilities until the

monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Unit, and does not impair the right of an Owner or lessee to have vehicular and pedestrian ingress to and egress from the Unit, including, but not limited to, the right to park. The Association may suspend the voting rights of a Parcel or Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right may not be counted towards the total number of Voting Interests for any purpose, including but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to approve an action under Chapter 720, Florida Statutes or the Governing Documents. The requirements for notice and opportunity for a hearing set forth in Sections 13.4 and 13.5 below do not apply to suspensions of use rights and voting rights based upon non-payment of monetary obligations in excess of ninety (90) days. All suspensions of use rights and voting rights based upon such non-payment of monetary obligations must be approved at a properly noticed Board meeting. Upon approval, the Association must mail or hand deliver notice of the suspension to the Owner, or if applicable, the Unit's occupant, licensee or invitee.

- 13.4. <u>Notice</u>. A fine or suspension for other than non-payment of any monetary obligations in excess of ninety (90) days may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before the committee referred to in Section 13.5 below.
- 13.5. <u>Hearing</u>. The Board shall appoint a committee of at least three (3) members ("Hearing Committee"), who are not officers, directors, or employees of the Association, or the spouse, parent child, brother or sister of an officer, director or employee, to conduct a hearing The facts of the alleged infractions shall be presented to the Owner or other person sought to be fined or suspended, after which the Owner or other person shall have a reasonable opportunity to present a defense and reasons why the fines or suspension should not be imposed. A written decision of the Hearing Committee shall be submitted to the Owner not later than ten (10) days after the hearing.
- 13.6. <u>Amount of Fine</u>. The Hearing Committee may impose a fine in an amount that is equal to the greater of \$100.00 per violation or \$5,000.00 and in no event greater the maximum amount permitted by section 720.305, as amended from time to time. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity to be heard, except that no such fine shall exceed in the aggregate the maximum amount permitted by section 720.305, Florida Statutes, as amended from time to time.
- 13.7. <u>Collection of Fines</u>. Fines shall be treated as an Assessment due to the Association fourteen (14) days after written notice to the Owner of the imposition of the fine, as provided above. A fine may not be secured by a lien against the Unit or Parcel except as set forth in Section 720.305, Florida Statutes, as amended from time to time.
- 13.8. Application. All monies received from fines shall be allocated as determined by the Board.
- 13.9. <u>Non-exclusive Remedy</u>. Fines and suspensions shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.
- 14. <u>DECLARANT'S RIGHTS AND DUTIES</u>. So long as the Declarant owns any real property in the Community, the following shall apply, notwithstanding any other provisions to the contrary:
 - 14.1. <u>Declarant's Use</u>. Neither the Owners nor the Association (nor their use of the Parcels), shall interfere with the completion of the contemplated improvements or sales of Parcels and Units or any other property within the Community. The Declarant may make any use of the unsold Parcels, Units or Master Declaration of Covenants, Conditions, Easements

Common Areas as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of construction and sales offices and trailers, display of signs, leasing of Units, and showing the Units for sale and lease to prospective purchasers and lessees.

- 14.2. <u>Assignment of Development Rights</u>. All or any portion of the rights, privileges, powers and duties of the Declarant set forth in the Governing Documents may be assigned in whole or in part by the Declarant to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Parcel. Upon the acceptance of such assignment by the assignee, the assignor shall be relieved of all liabilities and responsibilities to the extent of the assignment. In the event of the foreclosure of any mortgage owed by the Declarant, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Declarant in and to such interest.
- 14.3. <u>Amendment of Declaration Prior to Turnover.</u> In addition to any other right of amendment or modification provided for in this Declaration and its Exhibits, the Declarant, or any entity which succeeds to its position as the Declarant of the Land described in Exhibit "A", may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration or any of its Exhibits, prior to Turnover. This right specifically includes the right to amend this Declaration and its Exhibits to incorporate additional property into the Community, to withdraw property previously submitted to this Declaration, and to change the size or dimension of any Unit or Parcel without the approval of any Owner or mortgagee so long as that Unit or Parcel is owned by the Declarant, unless required by applicable law. Any amendment made pursuant to the foregoing provisions may be made without notice to the Members or to any other entity, unless required by applicable law. Notwithstanding the foregoing, any amendment that would affect the Water Management System (including environmental conversation areas) must be submitted to the District for a determination of whether the amendment necessitates a modification of applicable Water Management System permits. If a modification is necessary, SFWMD will so advise the permittee.
- 14.4. <u>Amendment to Declaration after Turnover</u>. After Turnover, amendments may be proposed by the Board of Directors or by written petition to the Board signed by at least one-fourth of the Voting Interests. Except as otherwise provided by law, or by specific provision of this Declaration, the Declaration may be amended by affirmative vote of 2/3rds of the Voting Interests present in person or by proxy at a duly called and noticed meeting of the Members, at which a quorum was present.
- 14.5. <u>Sales or Leases of Parcels and Units</u>. The Declarant and Builders shall have the right to sell, lease or transfer any Parcel or Unit owned by them on such terms and conditions as they deem in their own best interest, and no Association approval shall be required.
- 14.6. <u>Non-Enforcement of Covenants</u>. The Declarant shall have no liability with regard to the enforcement or non-enforcement of the covenants, conditions and restrictions in the Governing Documents.
- 14.7. <u>Easements</u>. The Declarant shall have the right to create and/or grant any and all easements over across and through the Community as may be necessary or convenient to the development process.
- 14.8. <u>Turnover of Association</u>. Members other than the Declarant are entitled to elect at least a majority of the members of the Board of Directors of the Association three months after 90 percent of the Parcels in all phases of the Community that will ultimately be operated by the Association have been conveyed to Members. For purposes of this section, the term "Members other than the Declarant" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements

thereon for resale. The Declarant is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the Parcels in all phases of the community. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned Voting Interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Turnover shall be effected as follows:

Within ninety (90) days after Members other than the Declarant are entitled to elect at least a majority of the Board of Directors, the Association shall conduct a special meeting of the membership (hereinafter called "Turnover Meeting") for the purpose of allowing Members other than the Declarant to elect a majority of the directors of the Board, and to permit Declarant to deliver the turnover documents set forth in Section 720.307(3), Florida Statutes, as amended from time to time, to the Association. Notwithstanding the foregoing, the Declarant may turn over control of the Association prior to the date required by this Section and with fewer than ninety (90) days' notice to the Members.

- 14.9 <u>Limitation on Amendments</u>. No amendment shall be effective which alters the rights and privileges of the Declarant, a Builder, an Institutional Mortgagee, SFWMD, any governmental authority, taxing district, or a public or private utility, unless such party shall first provide its written consent and joinder. As long as the Declarant owns any real property in the Community, no amendment adopted by the Members shall be effective without the prior written consent and joinder of the Declarant, which consent may be denied in the Declarant's discretion.
- 15. <u>MORTGAGEE PROTECTION CLAUSE</u>. The following provisions are for the benefit of Institutional Mortgagees and to the extent these provisions conflict with any other provisions of the Declaration, these provisions shall control.
 - 15.1. Institutional Mortgagees shall have the right to examine the books and records of the Association during normal business hours.
 - 15.2. Institutional Mortgagees may, if first requested in writing (which request is deemed given by Declarant's Institutional Mortgagee), have the right to timely written notice of: (i) any condemnation or casualty loss affecting a material portion of the Common Areas; (ii) a sixty (60) day delinquency in the payment of Assessments on a mortgaged Parcel or Unit; (iii) occurrences of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (iv) any proposed action which requires the consent of a specified number of Institutional Mortgagees.
 - 15.3. Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Areas and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and Institutional Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.
- 16. <u>DURATION OF COVENANTS</u>. The covenants, conditions and restrictions of this Declaration shall run with and bind the Land, and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, their respective legal representative, heirs, successors and assigns, for an initial period to expire on the 99th anniversary of the date of recordation of this Declaration. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, if 90% of all Voting Interests, in person or by proxy, at a duly held meeting of Members of the Association vote in

favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

17. GENERAL PROVISIONS:

- 17.1 <u>Waiver</u>. Any waiver by Declarant, Association or any Neighborhood Association of any provisions of this Declaration of breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.
- 17.2 <u>Severability</u>. If any section, subsection, sentence, clause, phrase or portion of this Declaration is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.
- 17.3 <u>Headings</u>. The headings of any sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.
- 17.4 <u>Notices</u>. Any notice required to be sent to any Member or Owner under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. The Member or Owner bears the responsibility for notifying the Association of any change of address.
- 17.5 <u>Interpretation</u>. The Board of Directors of the Association is responsible for interpreting the provisions of this Declaration and its Exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.
- 17.6 <u>Easements</u>. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no existing grantee having capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.
- 17.7 <u>Limitation on Association</u>. Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Association as same pertains to any condominium located within the Community which would cause the Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Association to said Chapter 718. It is the intent of this provision that the Master Declaration of Covenants, Conditions, Easements

Association not be deemed to be a condominium association, nor the Common Areas to be deemed to be common elements of any such condominium.

17.8 <u>CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT.</u> THE COMMUNITY IS LOCATED WITHIN THE CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT, WHICH MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE UNITS. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE CDD AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

17.9 NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS OR THE NEIGHBORHOOD COMMON AREAS, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT: (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN THE DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES: AND (B) AS OTHERWISE REQUIRED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OWNER RECOGNIZES AND AGREES THAT IN A STRUCTURE THE SIZE OF THAT CONTEMPLATED IN THE COMMUNITY, THE EXTERIOR LIGHTING SCHEME MAY CAUSE EXCESSIVE ILLUMINATION. ACCORDINGLY, INSTALLATION OF WINDOW TREATMENTS SHOULD TAKE SAME INTO ACCOUNT. AMONG OTHER ACTS OF GOD AND UNCONTROLLABLE EVENTS, HURRICANES AND FLOODING HAVE OCCURRED IN SOUTH FLORIDA AND, GIVEN THE PROXIMITY OF THE COMMUNITY TO THE WATER, THE COMMUNITY IS EXPOSED TO THE POTENTIAL DAMAGES FROM FLOODING AND FROM HURRICANES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM STORM SURGES AND WIND-DRIVEN RAIN. WATER OR OTHER DAMAGES FROM THIS OR OTHER EXTRAORDINARY CAUSES SHALL NOT BE THE RESPONSIBILITY OF THE DECLARANT.

AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS, PARCELS, RESIDENCES, AND/OR STRUCTURES (WHETHER FROM THE DECLARANT OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN SOUTH FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN THE UNITS. EACH OWNER IS ADVISED THAT CERTAIN MOLDS, MILDEWS, TOXINS AND FUNGI MAY BE, IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD, OR MAY BECOME TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A UNIT OR COMPONENT, OR POTIONS THEREOF, EACH OWNER IS DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT, BUILDERS, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES. FROM ANY AND ALL LIABILITY RESULTING THEREFROM.

17.10 DISCLAIMER OF LIABILITY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY OR IN THE ARTICLES, BYLAWS OR RULES AND REGULATIONS OF THEASSOCIATION OR ANY OTHER GOVERNING DOCUMENT THE ASSOCIATION, DECLARANT AND BUILDERS SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE HEALTH, SAFETY OR WELFARE OF ANY MEMBER, OWNER, OCCUPANT OR USER OF ANY PORTION OF THE COMMUNITY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF FOREGOING: (A) IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF GOVERNING OR REGULATING THE USES OF COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND VALUE THEREOF; (B) NEITHER THE ASSOCIATION, DECLARANT, NOR BUILDERS ARE EMPOWERED NOR ESTABLISHED TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES; (C) ANY PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATION ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE RECIPIENT OF SUCH ASSESSMENT FUNDS TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND (D) NEITHER THE DECLARANT, BUILDERS NOR THE ASSOCIATION SHALL BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR ANY RECREATION AREAS. ANY INDIVIDUAL USING A RECREATION AREAS (INCLUDING, WITHOUT LIMITATION, THE WALKING/NATURE TRAILS) SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS THE DECLARANT AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE TO TITLE OF HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE LAND (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE DEEMED BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION, DECLARANT AND BUILDERS ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE AFOREMENTIONED PARTIES HAS BEEN DISCLAIMED IN THIS SECTION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. REFERENCES IN THIS SECTION TO DECLARANT SHALL INCLUDE ITS PARTNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. REFERENCES IN THIS SECTION TO BUILDERS SHALL INCLUDE THEIR PARTNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

[Signatures on following page - remainder of this page intentionally left blank]

Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place

The Place at Corkscrew, LLC a Florida limited liability company

Witnesses (2):

Sign:

Print: KAY

Sign:

Print:

By: Corkscrew Farms a Florida limited liability Its: Authorized Memb

By:

Print: toh Cameratta

Its:

Mariager

STATE OF FLORIDA **COUNTY OF LEE**

THE FOREGOING INSTRUMENT was acknowledged before me this 2 day of March, 2017, by Joseph Cameratta, as Manager of Corkscrew Farms, LLC, a Florida limited liability company, Authorized Member of The Place at Corkscrew, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(Notary Seal/Stamp)

CHERYL ANN YANO MY COMMISSION # FF 028038 EXPIRES: October 17, 2017 Bonded Thru Notary Public Underwriters Notary Public - State of Florida

Sign: Print:

My Commission Expires:

INSTR # 2017000047834 Page Number: 41 of 205

Joined in and Consented to by:

WITNESSES

Name: Parksmith (Print or Type Name)

Name: (harris) (Print or Type Name)

CFEE:

CFEE Land Investments-Sub, LLC, a Florida limited liability company

By: CFEE Land Investments, LLC, a Florida limited liability company its Sole Member

By: Corkscrew Farms, LLC, a Florida limited liability company, its Authorized Member

By: Joseph Cameratta, Manager

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me on this 2 day of March, 2017, by Joseph Cameratta, as Manager of Corkscrew Farms, LLC, a Florida limited liability company, Authorized Member of CFEE Land Investments, LLC, a Florida limited liability company, Sole Member of CFEE Land Investments-Sub, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

Notary Public

(Print, Type or Stamp Name)

My Commission Expires:

CHERYL ANN YANO
MY COMMISSION # FF 026038
EXPIRES: October 17, 2017
Bonded Thru Notary Public Underwriters

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EXHIBIT "A" LEGAL DESCRIPTION OF THE LAND



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Civil Engineers, Land Surveyors and Planners

DESCRIPTION

Parcel in Sections 23 and 24, Township 46 South, Range 26 East, and Section 19, Township 46 South, Range 27 East Lee County, Florida

A tract or parcel of land lying in Sections 23 and 24, Township 46 South, Range 26 East and in Section 19, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being those lands described in deed recorded in Instrument Number 2005000078253, less and except Parcels 103, 104A, 104B, 104C, 105 and 109, as described in Instrument Number 2007000176222, all in the Public Records of Lee County, Florida said tract or parcel of land being more particularly described as follows:

Beginning at the Northeast corner of said Section 19 run Soo°13'40"E along the East line of the Northeast Quarter (NE 1/4) of said Section 19 for 2,621.08 feet to the Southeast corner of said Fraction; thence run Soo°11'34"E along the East line of the Southeast Quarter (SE 1/4) of said Section 19 for 2,427.68 feet to the Northeast corner of said Parcel 109; thence run along the Northerly and Westerly line of said Parcel 109 the following three (3) courses: S89°20'15"W for 1.25 feet; S89°32'32"W for 259.15 feet and Soo°27'28"E for 145.00 feet to an intersection with the Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°32'32"W along said Northerly right of way line for 1,880.92 feet to an intersection with the Easterly line of the West Half (W 1/2) of the following: the South Half (S 1/2) of the West Three Quarters (W 3/4) of said Section 19, Less the West 2,310 feet; thence run Noo°33'27"W along said Easterly line for 2,561.01 feet to an intersection with the North line of the South Half (S 1/2) of said Section 19; thence run S89°13'58"W along said North line for 830.92 feet to an intersection with the East line of the West 2,310 feet of said Section 19; thence run Soo°46'37"E along said East line for 2,557.42 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°23'21"W along said Northerly right of way line for 2,265.68 feet to an intersection with the Easterly line of said Parcels 104C and 105; thence run along the Easterly, Northerly and Westerly line of said Parcels 104C and 105 the following four (4) courses: Noo°36'39"W for 190.00 feet; S89°23'21"W for 43.96 feet; S89°29'50"W for 185.35 feet and Soo°30'10"E for 190.00 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°29'50"W along said Northerly right of way line for 2,232.72 feet to an intersection with the Easterly line of said Parcel 104B; thence run along the Easterly, Northerly and Westerly line of said Parcel 104B the following four (4) courses: Noo°30'10"W for 145.00 feet; S89°29'50"W for 211.66 feet; S89°40'10"W for 48.02 feet and S00°19'50"E for 145.00 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°40'10"W along said Northerly right of way line for 1,437.11 feet to an intersection with the Easterly line of said Parcel 104A; thence run along the Easterly, Northerly and Westerly line of said Parcel 104A the following five (5) courses: Noo°19'50"W for 144.55 feet; S89°40'10"W for 38.90 feet to a point on a non-tangent curve; Westerly along an arc



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DESCRIPTION (CONTINUED)

of a curve to the left of radius 1,044.55 feet (delta 11°07'17") (chord bearing S84°06'38"W) (chord 202.43 feet) for 202.75 feet; S78°33'07"W for 38.84 feet and S11°26′53″E for 144.55 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run along said Northerly right of way line the following three (3) courses: S78°33'10"W for 201.45 feet to a point of curvature; Westerly along an arc of a curve to the right of radius 1,050.00 feet (delta 10°30'00") (chord bearing S83°48'10"W) (chord 192.15 feet) for 192.42 feet to a point of tangency and S89°03'10"W for 504.76 feet to an intersection with the East line of the Southeast Quarter (SE 1/4) of said Section 23; thence run S89°29'09"W along the Northerly right of way line of Corkscrew Road, (100 feet wide right of way), as described in a deed recorded in Official Records Book 571, at Page 457, Lee County Records, for 1,069.13 feet to an intersection with the Easterly line of said Parcel 103; thence run along the Easterly and Northerly line of said Parcel 103 the following two (2) courses: Noo°30'51"W for 145.00 feet and S89°29'09"W for 260.29 feet to an intersection with the West line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 23; thence run Noo°39'48"W along said West Line for 2,436.24 feet to the Northwest corner of said Fraction; thence run Noo°37'17"W along West line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 23 for 2,632.74 feet to an intersection with the North line of said Section 23; thence run N89°37'27"E along said North line for 1,338.27 feet to the Northwest corner of said Section 24; thence run N88°49'06"E along the North line of the Northwest Quarter (NW 1/4) of said Section 24 for 2,619.25 feet to the Northeast corner of said Fraction; thence run N88°49'23"E along the North line of the Northeast Quarter (NE 1/4) of said Section 24 for 2,619.44 feet to the Northwest corner of said Section 19; thence run N89°27'01"E along the North line of the Northwest Quarter (NW 1/4) of said Section 19 for 2,660.88 feet to the Northeast corner of said Fraction; thence run N89°26'58"E along the North line of the Northeast Quarter (NE 1/4) of said Section 19 for 2,662.24 feet to the POINT OF BEGINNING.

Containing 1,361.27 acres, more or less.

LESS AND EXCEPT:

COMMENCING at the Southeast Corner of said Section 19 run Noo°11'34"W along the East line of the Southeast Quarter (SE 1/4) of said Section 19 for 195.01 feet to the Northeast corner of Parcel 109 as described in Instrument Number 2007000176222, of the Public Records of Lee County, Florida and the POINT OF BEGINNING.

From said Point of Beginning run along the Northerly and Westerly line of said Parcel 109 the following three (3) courses: S89°20'15"W for 1.25 feet; S89°32'32"W for 259.15 feet and S00°27'28"E for 145.00 feet to an intersection with the Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°32'32"W along said Northerly right of way line for 210.27 feet; thence run N00°11'34"W parallel with said East line of the Southeast Ouarter (SE 1/4) for 553.34 feet; thence run N89°48'26" E for 470.00 feet to an

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DESCRIPTION (CONTINUED)

intersection with said East line; thence run Soo°11'34"E along said East line for 406.17 feet to the POINT OF BEGINNING. Containing 5.09 acres, more or less.

Containing a net area of 1356.18 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2007) and are based on the East line of the Northeast Quarter (NE 1/4) of said Section 19 to bear S00°13'40"E.

Scott A. Wheeler (For The Firm) Professional Surveyor and Mapper Florida Certificate No. 5949

 $L: \verb|\align=| Corkscrew Farms (Cameratta) \verb|\align=| Survey \verb|\align=| Descriptions \verb|\align=| Survey \verb|\align=| OVERALL_LESS FIRE STA.doc | Survey \verb|\align=| Survey \verb|\ali$

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EXHIBIT "B" ARTICLES OF INCORPORATION

EXHIBIT "B"

ARTICLES OF INCORPORATION FOR THE PLACE MASTER ASSOCIATION, INC.

The undersigned hereby submits these articles for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I. Corporate Name

The name of the corporation is The Place Master Association, Inc., hereinafter called the "Association".

ARTICLE II. Address

The mailing address for the Association shall be **4954 Royal Gulf Circle**, **Fort Myers**, **Florida 33966**. The principal office of the Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Association.

ARTICLE III. Purpose and Powers of the Association

The Association does not contemplate pecuniary gain or profit to the Members thereof and shall make no distribution of income to its Members, Directors, or Officers. The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Parcels, Units, Common Areas (as defined in the Master Declaration of Covenants, Conditions, Easements, and Restrictions for The Place, referred to hereinafter as the "Declaration"), and related improvements, according to the provisions of the Declaration, and to promote the health, safety, and welfare of the residents within The Place community and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

The Association shall have all powers granted under Section 617.0302, Florida Statutes and Chapter 720, Florida Statutes, including but not limited to:

- (a) To exercise all of the common law and statutory powers of a corporation not for profit and homeowners' association organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles, or the By-Laws of the Association.
- (b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time, said Declaration being incorporated herein by reference as if set forth in its entirety.
- (c) To fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
- (d) To maintain, repair, and operate the property of the Association.
- (e) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members.
- (f) To reconstruct improvements after casualty and make further improvements upon the property.
- (g) To enforce by legal means the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations adopted pursuant thereto.
- (h) To employ personnel to perform the services required for the proper operation of the Association.
- (i) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (j) To maintain and operate the Water Management System, as more particularly described in the Declaration.
- (k) To sue and be sued.

(1) To contract for the management and maintenance of The Place, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration, these Articles or the Bylaws to be exercised by the Association's Board of Directors or the Members.

ARTICLE IV. Membership

Section 1. Membership generally: No person except an Owner or the Declarant, as such terms are defined in the Declaration, is entitled to membership in the Association; and all Owners and Declarant, regardless of whether Declarant is also an Owner, shall be either Class A or Class B Members of the Association, as provided in this Article.

Section 2. Class A Membership: Until termination of Class B membership, as provided in Section 3 of this Article, every Owner who holds title to a Unit or Parcel that is subject to assessment under the Declaration, except Declarant, shall be a Class A Member of the Association. Each Class A membership shall be appurtenant to a Unit or Parcel. An Owner of more than one Unit is entitled to one (1) Class A membership for each Unit to which such Owner holds record title, or in the case of a Parcel Owner, one (1) vote for each Unit assigned to that Parcel. If more than one person holds an interest in any Unit or Parcel, all such persons shall be Members; provided however, that only one (1) vote shall be cast with respect to any one (1) Unit. No person other than an Owner may be a Class A Member of the Association, and a Class A membership may not be transferred except by a transfer of record title to the Unit or Parcel to which it is appurtenant.

Section 3. Class B Membership: The Declarant shall be a Class B Member of the Association. The Class B membership shall terminate and be converted to a Class A membership upon Turnover, as defined by the Declaration

ARTICLE V. Voting Rights

Section 1. Class A Voting: All Class A Members shall be entitled to one (1) vote for each Unit owned, or in the case of a Parcel Owner, one (1) vote for each Unit assigned to such Parcel. If more than one (1) person holds record title to a Unit, there shall be only one vote cast with respect to such Unit or

Parcel, exercised as the Owners determine among themselves.

Section 2. Class B Voting: The Class B Member shall be entitled to appoint all members of the

Board and all Association Officers prior to Turnover. The Class B Member shall have two (2) times the

number of votes held collectively by all Class A Members, plus one (1) vote.

ARTICLE VI. Board of Directors

The affairs of this Association shall be managed and governed by a Board of Directors consisting of a

minimum of three (3) Directors who need not be Members of the Association. The number of Directors

may be changed by amendment of the By-Laws of the Association. The names and addresses of the

persons who are to act in the capacity of Directors until the selection of their successor are:

Name Address

Joseph Cameratta 4954 Royal Gulf Circle, Ft. Myers, Florida 33966

Ray Blacksmith 4954 Royal Gulf Circle, Ft. Myers, Florida 33966

Nicholas Cameratta 4954 Royal Gulf Circle, Ft. Myers, Florida 33966

ARTICLE VII. Officers

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary, and a

Treasurer, and such other Officers as may be designated from time to time by the Directors. The Officers shall

be elected or designated by the Board of Directors at its first meeting following the annual meeting of the

Members of the Association.

ARTICLE VIII. Indemnification

Every Director and every Officer of the Association, and every member of the Association serving the

Association at its request, shall be indemnified by the Association against all expenses and liabilities, including

counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any

settlement of any proceeding to which he may be a party or in which he may become involved by reason of his

being or having been a Director or Officer of the Association, or by reason of his having served the Association at

its request, whether or not he is a Director or an Officer of Member serving the Association at the time such

expenses or liabilities are incurred, except when the Director, Officer, or Member serving the Association is

adjudged guilty of willful malfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all the other rights to which such Director, Officer, or Member serving the Association may be entitled.

ARTICLE IX. By-Laws

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner set forth in the By-Laws.

ARTICLE X. Dissolution

The Association may be dissolved upon written assent signed by Members holding not less than one hundred percent (100%) of the total number of votes of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or organization to be devoted to such similar purposes. Any such dedication with regard to the Water Management System shall first be approved by SFWMD.

ARTICLE XI. Term

The term of the Association shall be perpetual.

ARTICLE XII. Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Section 2. <u>Vote:</u> Subsequent to Turnover, a resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the Members of the Association. Except as elsewhere

provided, such resolutions must be adopted by no less than a majority of the votes of the entire membership of

the Association. Notwithstanding the foregoing, prior to Turnover, amendments may be adopted by the

Declarant.

Section 3. Limits on Amendments: No amendment shall make any changes in the qualifications for

membership, or in the voting rights of Class A or Class B Members, without approval in writing by all

Members. As long as the Declarant owns a Parcel or other property in The Place, no amendment to these

Articles of Incorporation adopted by the Members shall be effective without the prior written consent of the

Declarant, which consent may be denied in the Declarant's discretion, provided, further, that regardless of

whether the Declarant owns a Parcel or other property in The Place, no amendment shall be effective if it

affects the Declarant's rights or alters any provision made for the Declarant's benefit. No amendment shall be

effective if it affects a Builder's rights or alters a provision made for a Builder's benefit.

Section 4. Certification: A copy of each amendment shall be certified by the Secretary of State.

ARTICLE XIII. General

Unless otherwise defined in the Articles of Incorporation, defined terms contained in the Articles, as indicated

by initial capitalization, shall have the meaning ascribed to them in the Declaration and By-Laws. Any conflict

between these Articles and the Declaration shall be governed by such Declaration, and any conflict between

these Articles and the By-Laws shall be governed by such By-Laws.

ARTICLE XIV. Incorporator

The name and address of the incorporator of these Articles of Incorporation is as follows:

Joseph Cameratta 4954 Royal Gulf Circle, Ft. Myers, Florida 33966

ARTICLE XV. Registered Agent

The initial registered office of the Association shall be 4954 Royal Gulf Circle, Fort Myers, Florida 33966.

The initial registered agent at said address shall be Joseph Cameratta. In addition to its

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> CHERYL ANN YANO MY COMMISSION # FF 028038

EXPIRES: October 17, 2017 Bonded Thru Notary Public Underwriters

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for The Place Master Association, Inc., a Florida not for profit corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity, and agree to comply with the provisions of the laws of the State of Florida, relative to keeping open said office. I am familiar with and accept the duties and obligations of my position agreeistered agent.

Joseph #ameratta

NOTARY PUBLIC

My Commission Expires

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EXHIBIT "C"

BY-LAWS OF THE PLACE MASTER ASSOCIATION, INC.

The Place Master Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Master Association" or the "Association" sets forth these By-Laws:

ARTICLE I IDENTITY AND DEFINITION

- a. This Master Association is organized for the purpose of providing an entity for the preservation and enhancement of property values in The Place, a planned community located in Lee County, Florida, in accordance with the Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place, herein called the "Declaration", as same may be amended.
- b. All terms which are defined in the Declaration have the same meanings herein as defined in the Declaration.

ARTICLE II LOCATION OF PRINCIPAL OFFICE

The principal office of the Association is located at 4954 Royal Gulf Circle, Fort Myers, Florida 33966, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III MEMBERSHIP VOTING, QUORUM AND PROXIES

- a. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by the Members, shall be as set forth in the Declaration and these By-Laws.
- b. A quorum at any meeting of the Association's Members shall consist of persons entitled to cast votes representing at least thirty percent (30%) of the total votes entitled to be cast as determined in the manner set forth in the Declaration.
- c. In any situation where more than one person holds an interest in a Parcel or Unit, the vote for the respective Parcel or Unit shall be exercised by any such person; provided, however, the persons holding the interest in the Parcel or Unit can notify the Secretary of the Association, in writing, prior to or during any meeting of the manner in which the vote is to be exercised, and in the absence of such notice, the Parcel or Unit's vote shall be suspended if more than one person seeks to exercise it. A Parcel or Unit's vote shall be suspended if the Member and his or her spouse seeks to exercise it. The voting rights of a Member that is a corporation, partnership, limited liability company, trust or other entity shall be exercised by any officer, director, partner, manager, managing member, as applicable, or the individual designated from time to time by the Member in a written instrument provided to the Association, subject to the laws of the State of Florida.
- d. Votes may be cast either in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

- e. Except where otherwise required under the provisions of the Articles of Incorporation, these By-Laws, the Declaration or where the same may otherwise be required by law, the affirmative vote of the holders of a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum is present, is necessary for approval of any matter that is to be binding upon all Members. Except as set forth in the Declaration, no amendment to the Declaration, Articles or these By-laws may be adopted that materially and adversely alters the proportional voting interest appurtenant to a Unit or Parcel, or increase the proportion or percentage by which a Unit or Parcel shares in the common expenses of the Association, unless the record owner of the Unit or the Parcel, and all record owners of liens on the Unit or Parcel join in the execution of the amendment. A change in quorum requirements shall not be deemed an alteration of voting interests.
- f. The Association is entitled to give all notices required to be given to the Members of the Association by these By-Laws or the Articles of Incorporation or the aforesaid Declaration to the person or entity shown by the Association's records entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.
- g. Change of membership in the Association is established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a change in record title to a Unit or Parcel. The owner established by such instrument becomes a Member of the Association, and the membership of the prior owner is terminated. The Association may establish reasonable Rules and Regulations requiring appropriate evidence of any such change as may reasonably be required by the Association to be furnished. The Association may rely upon its record of Members.
- h. Subject to the Declaration, voting at any meeting may be proxy or by written ballot. Notwithstanding, routine matters such as approval of Minutes, adjournment, acceptance of reports, and social business shall be determined by "yeas" or "nays".

ARTICLE IV ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

- a. The annual meeting of the membership of the Association shall be held at the office of the Association, or at such other place as may be designated by the Board of Directors, on such date and time as designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the Members. The Board of Directors provide notice as required by these Bylaws and Florida law.
- b. Special meetings of the Members of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Subsequent to Turnover, such meeting must be called by such officers upon receipt of a written request from Members of the Association whose votes represent more than 30% of the total votes of the Association.
- c. Notice of all Members' meetings, regular or special, shall be given to each Member, unless waived in writing. Such notice shall be written or printed and shall state the time, place and the reasons for which the meeting is called. The Association shall give all Owners and Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether executed

and filed before or after the meeting, shall be deemed to be equivalent to the giving of such notice to such Member.

- d. All meetings of the Members will be held in Lee County, Florida as designated by the Board of Directors in the Notice of Meeting.
- e. If any membership meeting cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- f. In meetings of the membership, the President, or, in his or her absence, the Vice- President shall preside, or in the absence of both, the Treasurer or Secretary shall preside, or in the absence of all of such officers, the membership shall select a chairman.
- g. The order of business at the annual meeting of the Members and, as far as applicable and practical, at any other Members' meeting, shall be as follows:
- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of the meeting or waiver of notice;
- (c) Reading of minutes;
- (d) Report of officers;
- (e) Reports of committees;
- (f) Appointment by the President of inspectors of election;
- (g) Election of directors;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.
- h. Whenever the vote or the approval of the Members is required or permitted, the action may be taken without a meeting if those Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all Members entitled to vote on such action were present and voted, agree in writing to take the action and waive the formality of a meeting. Notice of any action taken without a meeting shall be given in writing to all Members who did not approve such action within thirty (30) days of such action.

ARTICLE V BOARD OF DIRECTORS

- a. The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) Directors, all of whom shall be appointed by the Declarant. The Board of Directors shall increase to five (5) at the Turnover meeting. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.
- b. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director (except for recall by the Members), shall be filled by the Board of Directors. The Director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office and shall continue to serve until his or her successor shall have been elected or appointed and qualified.
- c. The term of each Director's service shall extend to the next annual meeting at which the Director's term is scheduled to expire, and then until the successor Director is duly elected and qualified or until the Director is recalled in the manner provided below. Staggered Board terms shall be created at the Turnover meeting.

- d. Any Director, except those selected by the Declarant, may be recalled and removed from office by the Members in the manner set forth in Chapter 720. Florida Statutes (the "Act")
- e. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently.

ARTICLE VI ELECTION OF DIRECTORS

- Other than those selected by the Declarant, Directors must be Members or their spouses; officers of a corporate Member: Members of an LLC Member: Trustees of a trust Member: or partners of a partnership Member. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association for more than 90 days is not eligible for Board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property is removed from office. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director or officer. Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall certify in writing to the Secretary that he or she has read the Declaration, Articles of Incorporation, Bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board of Directors, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board of Directors. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's election. However, the failure to have such written certification or educational certificate on file does not affect the validity of any Board of Directors' action.
- b. Except for the Turnover meeting (if it does not occur at the annual meeting), Directors shall be elected at the annual meeting of Members.
- c. The members of the Board of Directors elected in accordance with the procedures set forth in this Article shall take office upon the adjournment of the meeting of Members at which they were elected.
- d. Anything herein to the contrary notwithstanding, the Declarant shall have the right to appoint a majority of the Board of Directors until Turnover.
- e. At the Turnover meeting, and subsequently, Directors shall be elected by secret ballot (using a double envelope system) in accordance with the Act and these Bylaws. Prior to the Turnover meeting, the Association shall solicit candidates and any eligible person may place his or her name in nomination in advance of the Turnover meeting, in accordance with those procedures established by the Board of Directors. If the number of candidates exceeds the number of seats to be filled, an election shall be required. After indicating the

name(s) of the candidate(s) for which the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Parcel for which the vote is being cast, and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. Nominations from the floor are prohibited. If more than one (1) ballot is submitted for a Parcel, the ballots for that Parcel shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered. Directors shall be elected by a plurality of the votes cast by eligible voters. In the election of Directors, there shall be appurtenant to each Parcel as many votes for Directors as there are Directors to be elected, but no Parcel may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. At the Turnover meeting, the three (3) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining two (2) Directors elected shall serve an initial one (1) year term. In the event of a tie vote, or if the number of candidates does not exceed the number of seats to be filled, the candidates shall mutually agree or shall draw lots to determine which candidate shall serve the initial two (2) year term. Thereafter, all Directors (except those appointed by the Developer) shall serve two (2) year terms. Notwithstanding the foregoing provisions, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of THE PLACE.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- a. The Board of Directors has all power, authority, discretion and duties necessary for the administration and operation of the Association as contemplated by the Declaration, the Articles, and these By-Laws except as otherwise reserved or granted in the Declaration, the Articles, or these By-Laws.
- b. The Board of Directors may enforce by legal means the provisions of the Declaration, the Articles, these By-Laws and Rules and Regulations for the use of the Common Areas.
- c. The Board of Directors has the power to adopt budgets and make assessments, to sue and expend assessments and other monies of the Association as necessary to carry out the powers and duties of the Association pursuant to the Declaration, the Articles and these By-Laws.
- d. The Board of Directors has the power to employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to manager, maintenance personnel, attorneys, accountants and other professional as the Board may determine.
- e. The Board has the power to adopt, amend and rescind reasonable Rules and Regulations relating to the administration of the Association and the operation of the Common Areas, subject to the Declaration and these By-Laws.
- f. The Board has the power to create and to disband such committees as the Board determines is necessary or useful in the administration of the Association. The Board has the power to reasonably delegate the Board's authority to such committees, subject always to the provisions of the Declaration, the Articles, and these By-Laws. All committees of this Association shall keep records and conduct meetings in the same manner as is required of the Board of Directors, to the extent required by the Act. However, nothing contained in this section shall be deemed to restrict the authority of the President of this Association from appointing advisory committees not inconsistent with committees created by the Board of Directors.
- g. The duties of the Board of Directors include:
- (a) To keep a complete record of all its acts and corporate affairs.
- (b) To supervise all officers, agents and employees of the Association, and to see

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that their duties are properly performed.

- As required by the Act, to issue or cause an appropriate officer to issue, upon request by any Member, a certificate in recordable form setting forth whether any assessment has been paid; and if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- To make payment of all taxes and assessments assessed against Association property, if any, real or personal.
- To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.
- To enforce by appropriate legal means the provisions of the Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, and any and all applicable laws and regulations.
- Prior to commencement of any legal action against Declarant for claims, disputes and liabilities pertaining to or arising out of Declarant's obligations and duties in the development of Common Areas, or prior to commencement to any legal action which involves an amount in controversy in excess of \$100,000, the Board shall in good faith undertake mediation or structured negotiation with Declarant and attempt to resolve the claim, dispute or liability. The Board of Directors is only entitled to bring such legal action upon (i) the failure of the Board of Directors and Declarant to negotiate or mediate a settlement to the claim, dispute or liability; and (ii) the affirmative vote of seventy-five percent (75%) of all votes entitled to be cast by Members of the Association to bring such legal action, at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws; and (iii) a majority vote of all Directors of the Board of Directors, at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws. Regardless of anything herein to the contrary, this provision of the By-Laws may not be modified or superseded by amendment or other provision of these By-Laws or the Articles of Incorporation of the Association, except upon the affirmative vote of seventy-five percent (75%) of all votes entitled to be cast at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws. It is the intent of this paragraph that expenditure of Association funds in litigation should be made only upon the agreement by Members holding seventy-five percent (75%) of the votes entitled to be cast and only after bona fide attempts at negotiation and settlement have been unsuccessful.

ARTICLE VIII MEETINGS OF DIRECTORS

- The organizational meeting of the newly elected Board of Directors, which shall also be the Board's annual meeting, shall be held within ten (10) days of their election at such time and at such place as fixed by the Directors at the annual meeting of Members at which they were elected.
- Regular meetings of the Board of Directors shall be held at such time and place as provided by a corporate resolution of the Board of Directors.
- Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two (2) directors.
- Notices of all Board meetings must be posted in a conspicuous place in the community at least fortyeight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Alternatively, broadcast notice may be used in lieu of a notice posted physically in the community, provided the notice is broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required. When

broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice may also be given electronically in a manner authorized by law for meetings of the Board of Directors, committee meetings requiring notice, and annual and special meetings of the Members; however, a Member must consent in writing to receiving notice by electronic transmission. Each notice shall state the time, place and purpose of the meeting, unless such notice is waived. An Assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.

- e. A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where the approval of a greater number of Directors is required by the Declaration or these By-Laws.
- f. Meetings of the Board of Directors shall be run using Roberts Rules of Order and are open to all Members, except that meetings between the Board and its attorney to discuss proposed or pending litigation where the contents would otherwise be governed by attorney-client privilege or meetings of the Board of Directors held for the purpose of discussing personnel matters, are not required to be open to the Members.

ARTICLE IX OFFICERS

- a. The officers shall be a President, Vice-President, Secretary and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors. An individual may simultaneously hold more than one office so long as the President is not also the Secretary.
- b. All of the officers of the Association shall be elected by the Board of Directors, no later than the Board's annual organizational meeting. New officers may be created and filled thereafter as convenient. New officers may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and qualified or until earlier resignation or removal.
- c. A vacancy of any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.
- d. All officers hold office at the pleasure of the Board of Directors.
- e. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, leases, mortgages, deeds and other written instruments. The President, may, but need not, be a required signatory on checks of the Association.
- f. The Vice-President shall perform all the duties of the President in his absence. The Vice-President shall perform such other acts and duties as may be assigned by the Board of Directors.
- g. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or she shall sign all certificates of membership; shall keep the records of the Association, and shall record in a book for that purpose the names of all of the Members of the Association together with each Member's current address as registered by such Member.
- h. The Treasurer or the Treasurer's appointed agent shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution by the Board of Directors, provided,

however, that a resolution by the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

g. The Treasurer, or the Treasurer's appointed agent, shall keep proper books of account, and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

ARTICLE X COMMITTEES

The Board shall create such committees as the Board deems necessary and desirable. Unless otherwise provided herein, each committee shall consist of a chairperson and two (2) or more members and need not include a member of the Board of Directors. The committee members shall be appointed by the Board of Directors, and the members of each committee shall serve until the succeeding committee members have been appointed or the committee has been dissolved.

ARTICLE XI ASSESSMENTS

- a. The Association has the right to obtain funds with which to operate by assessing its Members in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws. The method of assessment and the manner of enforcing collection thereof shall be as set forth in the Declaration.
- b. Annual assessments shall be made in advance on or before December 31st preceding the year for which the assessment is made. Such assessment shall be due in quarterly or monthly installments, which will be due on the first day of each quarter or month beginning as of the first day of the fiscal year for which the assessments are made, unless other payments are provided by the Board. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior annual assessment.
- c. Special assessments, capital improvement assessments, initial contributions, resale contributions, and other categories of assessments may also be made from time to time by the Board as provided in the Declaration with Association approval where required.

ARTICLE XII FISCAL MANAGEMENT

The provisions of fiscal management of the Association, as set forth in the Declaration, Articles of Incorporation and By-Laws shall be supplemented by the following provisions:

- a. The annual assessment roll, hereinafter called "Assessment Roll", shall be maintained in a set of accounting books in which there shall be an account for each Member. The account shall designate the name and address of the Member, the amount of each assessment, the dates in which such assessments become due, and the amounts paid on the account and the balance due on prior assessments.
- b. The fiscal year of the Association shall be a calendar year and shall begin on January 1. The Association shall prepare an annual budget that sets out the annual operating expenses and revenues. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, the Declarant, or another person. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of

the budget is available upon request at no charge to the Member. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible.

- c. The depository of the Association shall be such federally insured bank or banks as designated by the Directors and in which the monies of the Association shall be deposited. Withdrawal of money from such accounts shall be only by check or wire transfer signed or presented by such persons as are authorized by the Board of Directors.
- d. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used herein, the term "persons who control or disburse Association funds" includes, but is not limited to, persons who are authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer. The Association shall bear the cost of any insurance or bond.

ARTICLE XIII OFFICIAL SEAL

The Association shall have an official seal which shall be circular in form bearing the name of the Association, the words "Florida", the words "Corporation Not For Profit", and the year of incorporation.

ARTICLE XIV BOOKS AND RECORDS

The official records of the Association shall be available at the Association's office and subject to the inspection by any of the Association Members during regular business hours in accordance with the Act. The Board of Directors may adopt reasonable written Rules and Regulations governing the frequency, time, location, notice, records to be inspected, and manner of inspections. The Board of Directors may also impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying.

ARTICLE XV AMENDMENTS

Subsequent to Turnover, a resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the Members of the Association. Except as elsewhere provided, such resolutions must be adopted by no less than a majority of the votes of the entire membership of the Association. Notwithstanding the foregoing, prior to Turnover, amendments may be adopted by the Declarant. As long as the Declarant owns a Parcel or other property in The Place, no amendment to these By-Laws adopted by the Members shall be effective without the prior written consent of the Declarant, which consent may be denied in the Declarant's discretion, provided, further, that regardless of whether the Declarant owns a Parcel or other property in The Place, no amendment shall be effective if it affects the Declarant's rights or alters any provision made for the Declarant's benefit. No amendment shall be effective if it affects a Builder's rights or alters a provision made for a Builder's benefit.

ARTICLE XVI NOTICE; RECORDS

Upon written request to the Association, identifying the name and address of the holder or insurer and the property and address of any property encumbered or insured, any mortgage holder or insurer is entitled to timely written notice of:

- A. Any condemnation or casualty loss that affects a material portion of the property.
- B. Any sixty (60) day delinquency in the payment of assessments or charges owed by a Member on the property on which it holds the mortgage.
- C. A lapse or cancellation of any insurance policy or fidelity bond maintained by the Association.

The Association is required to make available to Members and lenders, and to holders of any first mortgage, current copies of the Declaration, Articles, By-Laws, other Rules and Regulations and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Any holder of a first mortgage is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XVII CONFLICTS

Any conflict between these By-Laws and the Master Declaration of Covenants, Conditions and Restrictions of The Place shall be governed by such Declaration and any conflict between these By-Laws and the Articles of Incorporation shall be governed by these By-Laws.

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EXHIBIT "D"

MAINTENANCE AND MONITORING PLAN FOR CONSERVATION AREAS INDIGENOUS PRESERVE AND PROTECTED SPECIES MANAGEMENT PLAN PROTECTED SPECIES MANAGEMENT HUMAN WILDLIFE COEXISTENCE PLAN

THE PLACE WETLAND MITIGATION/MONITORING/MAINTENANCE PLAN

Revised May 2016

INTRODUCTION

The following provides details of the wetland mitigation, monitoring, and maintenance plan for the 1,361.27± acre The Place (f.k.a. Corkscrew Farms) project (Project) located in Sections 23 and 24, Township 46 South, Range 26 East; and Section 19, Township 46 South, Range 27 East, Lee County. The construction of the Project will result in unavoidable impacts to 0.41± acre of South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (COE) jurisdictional wetlands. In order to offset these impacts, wetland mitigation consists of 3.47± acres of on-site wetland enhancement.

The wetland mitigation activities within the mitigation area will commence upon initiation of the first development phase (Phase 1) and be completed prior to the completion of Phase 1 development. A conservation easement granted to the SFWMD with third party enforcement rights granted to Lee County, COE, and U.S. Fish and Wildlife Service (USFWS) will be impressed on the 3.47± acre wetland mitigation area.

In addition to the 3.47± acre wetland mitigation area, the Project provides 749.04± acres of conservation area which will be placed under conservation easement granted to Lee County with third party enforcement rights granted to the SFWMD and USFWS. Of this 749.04± acre conservation area, 98.86± acres constitute the remaining existing wetlands for which the SFWMD will have third party enforcement rights. As such, the SFWMD will have enforcement rights over a total of 102.33± acres of existing wetlands depicted on Sheet E-2 of the environmental plans set (not including the 0.41± impact area).

MITIGATION AREA

The mitigation plan consists of 3.47± acres of wetland enhancement in the northwest portion of the Project site. The mitigation area is adjacent to the Southwest Florida International Airport Mitigation Park to the north. The mitigation area will also be surrounded by Lee County Indigenous Preserve and Restoration within the Project. Sheet E-9 of the environmental plans shows the conservation area.

The wetland within the mitigation area consists of cypress and freshwater marsh habitats with 50 to 100 percent coverage by exotic vegetation, particularly Brazilian pepper (Schinus terebinthifolius) and West Indian marsh grass (Hymenachne amplexicaulis). The following are descriptions of the existing vegetative communities within the mitigation area that will be enhanced.

Cypress, Disturbed (50-75% Exotics) (FLUCFCS Code 6219 E3)

The canopy of this community type consists predominantly of bald cypress (Taxodium distichum) with widely scattered cabbage palm (Sabal palmetto) and slash pine (Pinus elliottii). The sub-canopy consists of Brazilian pepper and guava (Psidium guajava). The ground cover includes dog fennel (Eupatorium capillifolium), caesarweed (Urena lobata), balsam pear (Momordica charantia), swamp fern (Blechnum serrulatum), Nuttall's thistle (Cirsium nuttallii), sawgrass (Cladium jamaicense), and bog hemp (Boehmeria cylindrica).

Freshwater Marsh, Disturbed (76-100% Exotics) (FLUCFCS Code 6419 E4)

The canopy of this community type is primarily open with scattered bald cypress along the edges. The sub-canopy is primarily open with scattered Carolina willow (Salix caroliniana). The ground cover includes West Indian marsh grass, cattail (Typha sp.), water lettuce (Pistia stratiotes), smartweed (Polygonum sp.), pickerelweed (Pontederia cordata), common dayflower (Commelina diffusa), and alligator flag (Thalia geniculata).

MITIGATION PLAN

The mitigation plan includes the enhancement and preservation of $3.47\pm$ acres of wetlands. The mitigation plan for the preserve is shown on Sheet E-6 of the environmental plans.

Enhancement Activities

Enhancement activities consist of the removal/treatment of exotic and nuisance species and supplemental planting of native wetland vegetation. Exotic vegetation species are identified as Category I and II invasive exotic plant species, pursuant to the most current list established by the Florida Exotic Pest Plant Council (EPPC). The exotic species to be eradicated include, but are not limited to, Brazilian pepper, water lettuce, and West Indian marsh grass.

Enhancement activities within the preserve will include hand removal/treatment of exotic and nuisance vegetation. Hand removal of exotic and nuisance vegetation will be conducted using one or more of the following methods: (1) cut exotics within 12 inches of ground elevation and treat remaining stump with approved herbicide; (2) girdle standing melaleuca with diameter at breast height greater than 4 inches and apply approved herbicide to cambium; (3) foliar application of approved herbicide to melaleuca saplings and Brazilian pepper; and (4) foliar application of approved herbicide or hand pulling of exotic seedlings.

In areas where exotic vegetation exceeds 50 percent coverage, exotic vegetation will be removed using mechanical equipment in order to allow for successful supplemental plantings and natural recruitment of native vegetation. All efforts will be made to preserve native trees when conducting the selective mechanical removal activities. Exotic and nuisance vegetation will be cut within 12 inches of ground elevation and the remaining stump will be treated with approved herbicide. The cut exotic and nuisance vegetation will be removed from the mitigation area.

Following the removal of exotics, supplemental wetland plantings will be installed within the preserve. The target community type is cypress and freshwater marsh. As such, the majority of

the trees planted will be cypress with the inclusion of 2 of the other 4 tree species listed in Table 1. The freshwater marsh habitat type will not receive any tree plantings. Ground cover plantings will include a minimum of 6 of the 14 ground cover species listed in Table 1. The species selected for planting will depend on market availability at the time the plantings are to occur.

Table 1. Supplemental Plantings

| Common Name | Scientific Name | Minimum Height | Minimum Container Size | Planting Density (On Center) | | |
|-------------------|--------------------------------|-------------------|---------------------------|------------------------------------|--|--|
| Tree Plantings | | | | | | |
| Bald cypress | Taxodium distichum | 5 ft. | 3 gal. | 15 ft. | | |
| Red maple | Acer rubrum | 5 ft. | 3 gal. | 15 ft. | | |
| Slash pine | Pinus elliottii | 5 ft. | 3 gal. | 15 ft. | | |
| Laurel oak | Quercus laurifolia | 5 ft. | 3 gal. | 15 ft. | | |
| Dahoon holly | Ilex cassine | 5 ft. | 3 gal. | 15 ft. | | |
| Pop ash | Fraxinus caroliniana | 5 ft. | 3 gal. | 15 ft. | | |
| Ground Cover | | | | | | |
| Cordgrass | Spartina bakeri | 12 in. | 2 in. | 3 ft. | | |
| Wiregrass | Aristida stricta | 12 in. | 2 in. | 3 ft. | | |
| Gulfdune paspalum | Paspalum monostachyum | 12 in. | 2 in. | 3 ft. | | |
| Muhly grass | Muhlenbergia capillaris | 12 in. | 2 in. | 3 ft. | | |
| Sawgrass | Cladium jamaicense | 12 in. | 2 in. | 3 ft. | | |
| Blue maidencane | Amphicarpum muhlenbergianum | 12 in. | 2 in. | 3 ft. | | |
| Swamp lily | Crinum americanum | 12 in. | 2 in. | 3 ft. | | |
| Golden canna | Canna flaccida | 12 in. | 2 in. | 3 ft. | | |
| Maidencane | Panicum hemitomon | 12 in. | 2 in. | 3 ft. | | |
| Spike rush | Eleocharis interstincta | 12 in. | 2 in. | 3 ft. | | |
| Arrowhead | Sagittaria lancifolia | 12 in. | 2 in. | 3 ft. | | |
| Pickerelweed | Pontederia cordata | 12 in. | 2 in. | 3 ft. | | |
| Soft-stem bulrush | Scirpus validus | 12 in. | 2 in. | 3 ft. | | |
| Alligator flag | Thalia geniculata | 12 in. | 2 in. | 3 ft. | | |
| Spatterdock | Nuphar luteum | 24 in. | 1 gal. | 15 ft. | | |
| Water lily | Nymphaea odorata | 24 in. | 1 gal. | 15 ft. | | |

Shrub species are anticipated to recruit naturally within the mitigation area after the initial exotic treatment is conducted. If successful recruitment of desirable native shrubs does not occur within two years after the initial exotic treatment, cypress habitat within the mitigation area will be planted in accordance with Table 2. Shrub plantings will include a minimum of two species from Table 2.

Table 2. Supplemental Shrub Plantings

| Common Name | Scientific Name | Minimum Height | Minimum Container Size | Planting Density (On Center) | | |
|-----------------|---------------------------|-------------------|---------------------------|------------------------------------|--|--|
| Shrub Plantings | | | | | | |
| Wax myrtle | Myrica cerifera | 3 ft. | 1 gal. | 10 ft. | | |
| Myrsine | Rapanea punctata | 3 ft. | 1 gal. | 10 ft. | | |
| Buttonbush | Cephalanthus occidentalis | 3 ft. | 1 gal. | 10 ft. | | |
| Gallberry | Ilex glabra | 3 ft. | 1 gal. | 10 ft. | | |

PRESCRIBED FIRE

Prescribed burning may be used as a management tool to maintain the native vegetation communities within the conservation areas. Prescribed burns help maintain vegetative communities in their natural state, reduce fuel loads and the danger of wildfire, aid with the eradication and control of exotic and nuisance vegetation species, and improve wildlife habitat. The objectives of prescribed burning maintenance events will be to aid in the control of exotic vegetation and woody shrubs (i.e., wax myrtle and saltbush) and to stimulate the growth and diversity of herbaceous vegetation.

The burning frequency for the conservation areas will be two to four years, which is consistent with the natural fire regime for mesic flatwoods, wet flatwoods, and wet prairies described by Florida Natural Areas Inventory (FNAI) in the *Guide to the Natural Communities of Florida* (FNAI 2010). The edges of the Project's freshwater marshes will be burned when the fire moves through the adjacent pine and prairie habitats. The fire will be allowed to extinguish naturally within the wetter marsh habitats.

Prescribed burning is typically conducted during the winter or early spring when temperatures are reduced and wind direction is more constant. The initial burn is anticipated to occur during the late winter. Winter burns are preferred to reduce high fuel loads. Growing season burns also may be conducted as conditions allow. Changes in annual weather cycles determine when burn permits will be available and burns may be conducted only on the day(s) of Florida Forest Service permission.

Controlled burns will be conducted only when authorized with a permit by the Florida Forest Service. In addition, notice will be given to the Estero Fire District. Coordination with the Lee County Port Authority and the SFWMD will occur before burning. Burning will not be conducted if smoke is anticipated to encroach upon Corkscrew Road, Corkscrew Farms' residential lots, or the Burgundy Farms subdivision.

MITIGATION SUCCESS CRITERIA

The following are the success criteria for the mitigation area: (1) the conservation easement for the mitigation area will be recorded; (2) initial eradication of exotic vegetation will be completed; and (3) the mitigation area will be free from exotic vegetation immediately following a maintenance activity and will consist of no more than five percent cover for exotic and nuisance species. Exotic vegetation species are identified as Category I and II invasive exotic plant species, pursuant to the most current list established by the EPPC.

Following the completion of the initial exotic treatment effort, semi-annual inspections of the mitigation area will occur for the first two years. During these inspections, the mitigation area will be traversed by qualified ecologists. Locations of exotic species will be identified for immediate treatment with an appropriate herbicide. Any additional potential problems will also be noted and corrective actions taken. Once exotic and nuisance species levels have been reduced to acceptable limits (i.e., less than five percent cover), inspections of the mitigation area will be conducted annually.

Descriptions of the target habitat types for the wetland enhancement and preservation area follow.

The target condition for the 3.32± acres of cypress habitat within the wetland mitigation area is a forested wetland community consisting primarily of a cypress canopy with scattered slash pine and cabbage palm. The sub-canopy may include native shrubs such as wax myrtle and pine, cypress, or cabbage palm saplings. The target ground cover composition consists of a variety of obligate, facultative wetland, and facultative ground cover species which will be dependent on season and wetness of the site.

The target condition for the $0.15\pm$ acre of freshwater marsh habitat consists predominantly of ground cover species acclimated to withstand a longer hydroperiod, such as alligator flag or maidencane (*Panicum hemitomon*). The canopy and sub-canopy of this community type predominantly open with scattered cypress along the edges.

QUANTITATIVE MONITORING

Monitoring Methodology

The proposed monitoring of the mitigation area will consist of baseline, time-zero, and annual monitoring of vegetation, wildlife, rainfall, and wetland water levels. The baseline monitoring report will document ecological conditions as they exist prior to enhancement activities. The time-zero monitoring report will document conditions immediately following wetland enhancement. The annual reports will document conditions following enhancement activities and document the extent of success of the mitigation activities. If needed, the annual reports will identify specific actions to be taken to improve the conditions within the mitigation area. Sampling transects and methodology for the baseline, time-zero, and annual reports will utilize identical methods of data collection from identical sampling stations.

Vegetation Monitoring

Wetland vegetation will be monitored prior to and following enhancement activities. Sampling will involve canopy, sub-canopy, and ground cover stratum along the monitoring transect established within the enhancement area.

Canopy and sub-canopy vegetation species will be monitored within 20×50 foot plots established along the monitoring transect. Species richness and visual estimate of percent cover will be calculated for canopy and sub-canopy stratum.

To facilitate an intensive, accurate, and repeatable sampling program, the point frame method (Bonham 1989) will be utilized for the ground cover strata. Point frames will be sampled at approximately 25- or 50-foot intervals along the monitoring transect. Each point frame consists of a one meter square wire grid with 25 cross points. Any plant species directly below a cross point will be recorded, including bare ground. Each cross point represents four percent of the square meter. Water depths will also be recorded at each sampling station. For each sampling station, identified species will be listed and percent cover computed and discussed.

Wildlife Monitoring

Regular observations of wildlife will be made during the monitoring events by qualified ecologists. Observations will consist of recording evidence and signs of wildlife (i.e., direct sightings, vocalizations, burrows, nests, tracks, droppings, etc.).

Photographic Documentation

A permanent fixed-point photograph station will be established in the monitored area providing physical documentation of the condition and appearance of an area, as well as any changes taking place within it. Monitoring photographs will accompany vegetation data in each report. Location of the photograph station will remain the same throughout the duration of the monitoring program.

Monitoring Wells and Rainfall Data

Hydrologic monitoring for the mitigation area will include the installation of a continuous recording monitoring well. A monitoring well will be installed within the mitigation area. The monitoring well will be set to record hydrologic data on a daily basis. Monitoring well data will be downloaded once every three months and will be summarized in the annual monitoring reports along with available rainfall data for the area.

QUALITATIVE MONITORING

Qualitative monitoring will be conducted in accordance with Lee County monitoring requirements in the remaining on-site wetlands (98.86± acres) not being used for mitigation to ensure that the condition of the wetlands does not worsen due to construction of the proposed

Project. Qualitative monitoring will include a brief description of the vegetation, hydrology, and wildlife observations. Photograph stations will be established to provide photographic documentation of the condition of each wetland. Additionally, hydrologic data recorded by monitoring wells will be included in the qualitative monitoring results.

MONITORING REPORTS

The permittee will submit annual monitoring reports to the SFWMD documenting the success of the mitigation program and general condition of the mitigation area. Within 60 days of permit issuance, the baseline wetland monitoring report will be submitted to the SFWMD. The timezero monitoring report will be submitted within 60 days of completion of the mitigation activities. Annual monitoring reports will be prepared for a period of five years and will include the following information:

- Brief description of mitigation and maintenance work performed since the previous report along with a discussion of any modifications to the mitigation or maintenance program.
- Brief description of anticipated mitigation and maintenance work to be conducted over the next year.
- Results of quantitative vegetation monitoring conducted in the mitigation area. A list of observed wildlife species.
- Monitoring photographs taken at photograph stations within the mitigation area.
- Monitoring well and available local rainfall data.

Qualitative monitoring reports will be prepared in accordance with the approved Lee County monitoring plan. The qualitative monitoring reports will be provided to SFWMD compliance staff under separate cover for a period of five years.

CONSERVATION EASEMENTS

The mitigation area totaling 3.47± acres will be impressed with a conservation easement granted to the SFWMD with third party enforcement rights granted to Lee County, the COE, and the USFWS. The conservation easement will ensure that the mitigation area will remain in a natural state in perpetuity. The mitigation area will not be disturbed by dredging, filling, land clearing, agricultural activities, or other construction work whatsoever, except those activities described in this mitigation plan.

The Project provides an additional 749.04± acres of conservation area which will be placed under conservation easement granted to Lee County with third party enforcement rights granted

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to the SFWMD and the USFWS. Of this 749.04± acre conservation area, 98.86± acres constitute the remaining existing wetlands for which the SFWMD will have third party enforcement rights.

MAINTENANCE AND LONG-TERM MANAGEMENT

Following the completion of the initial exotic removal effort, semi-annual inspections of the mitigation area will occur for the first two years. During these inspections, the mitigation area will be traversed by qualified ecologists. Locations of exotic and/or nuisance species will be identified for immediate treatment with an appropriate herbicide. Any additional potential problems will also be noted and corrective actions taken. Once exotic/nuisance species levels have been reduced to acceptable limits (i.e., less than five percent cover), inspections of the mitigation area will be conducted annually, as needed.

Maintenance will be conducted in perpetuity to ensure that the mitigation area is free of exotic vegetation (as currently defined by the EPPC) immediately following maintenance and that exotic and nuisance species will constitute no more than five percent of total combined cover.

Long-term management activities within the mitigation area may include prescribed fires at a frequency of two to four years.

REFERENCES

Bonham, C.D. 1989. Measurements for Terrestrial Vegetation. John Wiley and Sons, New York, New York.

Florida Natural Areas Inventory. 2010. Guide to the natural communities of Florida: 2010 edition. Florida Natural Areas Inventory, Tallahassee, Florida.

THE PLACE INDIGENOUS PRESERVATION, RESTORATION, AND MANAGEMENT PLAN

Revised September 2016

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1.0 INTRODUCTION

The following outlines the Lee County Indigenous Preservation, Restoration, and Management Plan for The Place (f.k.a. Corkscrew Farms) (Project) located in Sections 23 and 24, Township 46 South, Range 27 East and Section 19, Township 46 South, Range 27 East, Lee County. The Project site totals 1,361.27± acres. According to Lee County's open space requirements outlined in Policy 33.3.4 of The Lee Plan, the minimum open space requirement for the Project is 60 percent of the site, or approximately 817 acres. The open space requirements are detailed in Development Order plans prepared by Barraco & Associates, Inc. As part of the required open space, the Project proposes to preserve and enhance 110.26± acres of existing indigenous vegetation, or 100 percent of the indigenous vegetation that exists on-site.

In addition, the Project proposes to restore 622.94± acres of existing farm fields to indigenous wetland and upland habitats. These 622.94± acres are currently of row crop and improved pastures. Restoration of these areas is not needed to meet the Lee County indigenous vegetation preserve requirements; however, restoration of these areas is required to comply with Lee Plan Policy 33.3.4. The on-site conservation area totals 766.38± acres. Of the conservation area, 749.06± acres will be placed in a conservation easement granted to Lee County with third party enforcement rights granted to the South Florida Water Management District (SFWMD) and the U.S. Fish and Wildlife Service (USFWS). This includes 15.42± acres of lake in the southwest corner of the site that will remain as part of the indigenous restoration area. In addition, 3.47± acres of wetlands in the northwest portion of the Project site will be used for SFWMD and U.S. Army Corps of Engineers (COE) wetland mitigation. The wetland mitigation area will be placed under conservation easement granted to the SFWMD with third party enforcement rights granted to the COE, Lee County, and the USFWS. The remaining 13.85± acres of conservation area includes land that will be restored within the rear lot setback but not placed under conservation easement.

The proposed conservation areas total 766.38± acres. The conservation areas are depicted in Appendix A and the following is a breakdown of the conservation area acreage:

- 110.26± acres of indigenous wetlands and uplands (existing forested and herbaceous habitats with less than 75 percent exotics);
- 17.76± acres of indigenous wetland and upland vegetation restoration through removal of exotic vegetation (existing forested and herbaceous habitats with greater than 75 percent exotics and smaller portions of berms, spoil areas, and surface waters that are surrounded by existing vegetation);
- 158.79± acres of indigenous wetland flow-way restoration from farm fields; and
- 464.15± acres of indigenous upland restoration from farm fields.
- 15.42± acres of lake in the southwest corner of the site that will remain as part of the indigenous restoration area.

2.0 EXISTING INDIGENOUS VEGETATION HABITATS

Pursuant to Land Development Code (LDC) Section 10-1, indigenous native vegetation means those plant species that are characteristic of the major plant communities of the County. Areas where invasive exotic vegetation has exceeded 75 percent of the plant species by quantity are not considered to be indigenous vegetation.

The Project site includes 110.26± acres of habitat which meet this definition. The indigenous areas occur on-site as scattered pockets of forested habitats with less than 75 percent coverage by exotics. These indigenous areas are surrounded by agricultural fields. The Project's indigenous wetland and upland vegetation communities are identified in Appendix B.

The existing indigenous wetland habitats total 86.48± acres and consist mostly of cypress, hydric pine, and mixed wetland hardwood habitats. Wetland shrub and freshwater marsh habitats occur to a lesser extent. The indigenous upland habitats total 23.78± acres and consist mostly of pine flatwoods habitat. Listed below are the Florida Land Use, Cover and Forms Classification System (FLUCFCS) (Florida Department of Transportation 1999) descriptions of the indigenous wetland and upland habitats proposed for preservation and enhancement. An aerial showing the FLUCFCS and wetlands is attached as Appendix C.

2.1 Indigenous Wetland Habitats

Mixed Wetland Hardwoods, Disturbed (0-24% Exotics) (FLUCFCS Code 6179 E1)

The canopy of this community type consists of laurel oak (Quercus laurifolia), slash pine (Pinus elliottii), bald cypress (Taxodium distichum), and melaleuca (Melaleuca quinquenervia). The sub-canopy consists of wax myrtle (Myrica cerifera) with scattered Brazilian pepper (Schinus terebinthifolius) and melaleuca. The ground cover includes shrubby false buttonweed (Spermacoce verticillata), bushy bluestem (Andropogon glomeratus), dog fennel (Eupatorium capillifolium), bahiagrass (Paspalum notatum), swamp fern (Blechnum serrulatum), and blue maidencane (Amphicarpum muhlenbergianum).

Cypress, Disturbed (0-25% Exotics) (FLUCFCS Code 6219 E1)

The canopy of this community type consists predominantly of bald cypress with widely scattered cabbage palm (Sabal palmetto) and slash pine. The sub-canopy consists of Brazilian pepper and guava (Psidium guajava). The ground cover includes dog fennel, caesarweed (Urena lobata), swamp fern, Nuttall's thistle (Cirsium nuttallii), balsam pear (Momordica charantia), sawgrass (Cladium jamaicense), and bog hemp (Boehmeria cylindrica).

Cypress, Disturbed (25-49% Exotics) (FLUCFCS Code 6219 E2)

The vegetation composition of this community type is similar to FLUCFCS Code 6219 E1, except with higher concentrations of exotic vegetation.

Cypress, Disturbed (50-75% Exotics) (FLUCFCS Code 6219 E3)

The vegetation composition of this community type is similar to FLUCFCS Code 6219 E2, except with higher concentrations of exotic vegetation.

Pine, Hydric, Disturbed (0-24% Exotics) (FLUCFCS Code 6259 E1)

The canopy of this community type consists predominately of slash pine with scattered cabbage palm and melaleuca. The sub-canopy consists of wax myrtle, myrsine (*Myrsine cubana*), saltbush (*Baccharis halimifolia*), and scattered Brazilian pepper and melaleuca. The ground cover includes blue maidencane, Southern beaksedge (*Rhynchospora microcarpa*), spadeleaf (*Centella asiatica*), dog fennel, Nuttall's thistle, bahiagrass, rosy camphorweed (*Pluchea rosea*), redtop panicum (*Panicum rigidulum*), and gulfdune paspalum (*Paspalum monostachyum*).

Wetland Shrub, Disturbed (0-24% Exotics) (FLUCFCS Code 6319 E1)

The canopy of this community type is open. The sub-canopy consists of wax myrtle, saltbush, Carolina willow (*Salix caroliniana*), and scattered Brazilian pepper. The ground cover includes saltmarsh fingergrass (*Eustachys glauca*), swamp fern, maidencane (*Panicum hemitomon*), frog-fruit (*Phyla nodiflora*), pennywort (*Hydrocotyle umbellata*), dog fennel, and Nuttall's thistle.

Freshwater Marsh, Disturbed (0-24% Exotics) (FLUCFCS Code 6419 E1)

The canopy of this community type is primarily open with scattered bald cypress along the edges. The sub-canopy is primarily open with scattered Carolina willow. The ground cover includes smartweed (*Polygonum* sp.), pickerelweed (*Pontederia cordata*), common dayflower (*Commelina diffusa*), West Indian marsh grass (*Hymenachne amplexicaulis*), cattail (*Typha* sp.), alligator flag (*Thalia geniculata*), and water lettuce (*Pistia stratiotes*).

Freshwater Marsh, Disturbed (25-49% Exotics) (FLUCFCS Code 6419 E2)

The vegetation composition of this community type is similar to FLUCFCS Code 6419 E1, except with higher concentrations of exotic vegetation.

2.2 Indigenous Upland Habitats

Pine Flatwoods, Disturbed (25-49% Exotics) (FLUCFCS Code 4119 E2)

The canopy within this community type is predominantly slash pine with scattered cabbage palm. The sub-canopy consists of wax myrtle, myrsine, saltbush, and Brazilian pepper. The ground cover includes saw palmetto (*Serenoa repens*), caesarweed, saltbush, myrsine, muscadine grape (*Vitis rotundifolia*), and common ragweed (*Ambrosia artemisifolia*).

Pine, Disturbed (0-24% Exotics) (FLUCFCS Code 4159 E1)

The canopy within this community type consists of slash pine with widely scattered cabbage palm. The sub-canopy consists of scattered Brazilian pepper. The ground cover includes shrubby false buttonweed, smutgrass (*Sporobolus indicus*), bahiagrass, dog fennel, and scattered caesarweed.

Pine, Disturbed (25-49% Exotics) (FLUCFCS Code 4159 E2)

The vegetation composition in this community is similar to FLUCFCS Code 4159 E1, except with higher concentrations of exotic vegetation.

Pine, Disturbed (50-75% Exotics) (FLUCFCS Code 4159 E3)

The vegetation composition in this community is similar to FLUCFCS Code 4159 E2, except with higher concentrations of exotic vegetation.

3.0 EXISTING NON-INDIGENOUS VEGETATION

Approximately 1,251.01 acres (92 percent) of the Project site consists of vegetation communities that do not meet the LDC's definition of indigenous vegetation. The non-indigenous areas are predominantly pastures and row crop fields. Non-indigenous uplands total 1,194.66± acres and consist of improved pasture, row crops, upland habitats with greater than 75 percent exotics, berms, and other disturbed lands. Existing non-indigenous wetlands on the site total 16.26± acres and consist of low pasture and wetland habitats with greater than 75 percent coverage by exotics, primarily Brazilian pepper. Non-indigenous areas also include 40.10± acres of man-made surface waters consisting of ditches, cattle ponds, and borrow areas. The Project's non-indigenous wetland and upland vegetation communities and surface waters are identified in Appendix B. Listed below are the FLUCFCS descriptions of the non-indigenous areas on the Project site. The non-indigenous vegetation areas within the conservation areas will be restored to native habitats.

3.1 Non-Indigenous Wetland Habitats

Low Pasture (FLUCFCS Code 262)

The canopy and sub-canopy are open with ground cover containing dog fennel, smutgrass, Nuttall's thistle, foxtail (*Setaria parviflora*), Southern beaksedge, yellow nutgrass (*Cyperus esculentus*), bushy bluestem, pennywort, spadeleaf, creeping beggarweed (*Desmodium incanum*), frog-fruit, and crabgrass (*Digitaria* sp.).

Cypress, Disturbed (76-100% Exotics) (FLUCFCS Code 6219 E4)

The vegetation composition of this community type is similar to FLUCFCS Code 6219 E3, except with higher concentrations of exotic vegetation.

Pine, Hydric, Disturbed (76-100% Exotics) (FLUCFCS Code 6259 E4)

The vegetation composition of this community type is similar to FLUCFCS Code 6259 E1, except with much higher concentrations of exotic vegetation.

Freshwater Marsh, Disturbed (76-100% Exotics) (FLUCFCS Code 6419 E4)

The vegetation composition of this community type is similar to FLUCFCS Code 6419 E2, except with much higher concentrations of exotic vegetation.

3.2 Non-Indigenous Upland Habitats

Agricultural Support Operations (FLUCFCS Code 205)

This land use type consists of outbuildings, cattle pens, and other infrastructure associated with the ongoing agricultural operations within the site.

Improved Pasture (FLUCFCS Code 211)

The canopy and sub-canopy of this community type are open. The ground cover contains bahiagrass, smutgrass, dog fennel, shrubby false buttonweed, frog-fruit, and scattered spadeleaf.

Woodland Pasture (FLUCFCS Code 213)

The canopy of this community type consists of slash pine. The sub-canopy is primarily open with scattered slash pine and wax myrtle. The ground cover includes bahiagrass, smutgrass, shrubby false buttonweed, dog fennel, and caesarweed.

Row Crop (FLUCFCS Code 214)

This land use type consists of active fruit/vegetable row crop operations and associated infrastructure.

Pine, Disturbed (76-100% Exotics) (FLUCFCS Code 4159 E4)

The vegetation composition in this community is similar to FLUCFCS Code 4159 E3, except with higher concentrations of exotic vegetation.

Brazilian Pepper (FLUCFCS Code 422)

The canopy within this community type is primarily open with widely scattered slash pine. The sub-canopy is dominated by Brazilian pepper. The ground cover includes caesarweed, dog fennel, shrubby false buttonweed, and bahiagrass.

Disturbed Land (FLUCFCS Code 740)

The canopy of this community type consists of slash pine. The sub-canopy consists of Brazilian pepper. The ground cover includes saw palmetto, dog fennel, caesarweed, common ragweed, and shrubby false buttonweed.

Spoil Area (FLUCFCS Code 743)

This land use type consists of an open canopy and sub-canopy. The ground cover includes caesarweed, smutgrass, dog fennel, shrubby false buttonweed, crabgrass, frog-fruit, and yellow nutgrass.

Berm (FLUCFCS Code 747)

The canopy in this land use type is primarily open with scattered slash pine. The sub-canopy consists of Brazilian pepper. The ground cover includes caesarweed, bahiagrass, smutgrass, and shrubby false buttonweed.

3.3 Non-Indigenous Surface Waters

Ditch (FLUCFCS Code 514)

The canopy within this land use is open. The sub-canopy contains scattered Brazilian pepper and Carolina willow. The ground cover includes smartweed, frog-fruit, spadeleaf, and crabgrass.

Cattle Pond (FLUCFCS Code 525)

The canopy and sub-canopy of this land use are open. The ground cover is open with smartweed, frog-fruit, and spadeleaf along the edges.

Borrow Area (FLUCFCS Code 742)

The canopy and sub-canopy of this land use type are open. The ground cover is open with frog-fruit, spadeleaf, and smartweed along the edges.

4.0 INDIGENOUS VEGETATION PRESERVATION AND ENHANCEMENT

A total of 110.26± acres (86.48± acres of wetlands and 23.78± acres of on-site uplands) with less than 75 percent existing exotic vegetation will be preserved and enhanced by the hand removal/treatment of exotic and nuisance vegetation. The locations of the indigenous preservation areas are shown on Appendix A.

4.1 Methods to Remove and Control Exotic and Nuisance Plants

Exotics to be eradicated include, but are not limited to, the 21 species of prohibited invasive exotic species listed in Section 10-420(h) of the LDC (Table 1).

Table 1. Prohibited Invasive Exotics

| Common Name | Scientific Name |
|------------------------|---------------------------|
| Air potato | Dioscorea alata |
| Australian pines | All Casuarina species |
| Bishopwood | Bischofia javanica |
| Brazilian pepper | Schinus terebinthifolius |
| Carrotwood | Cupaniopsis anacardioides |
| Chinese tallow | Sapium sebiferum |
| Cork tree | Thespesia populnea |
| Cuban laurel fig | Ficus microcarpa |
| Downy rose-myrtle | Rhodomyrtus tomentosus |
| Earleaf acacia | Acacia auriculiformis |
| Japanese climbing fern | Lygodium japonicum |
| Java plum | Syzygium cumini |

Table 1. (Continued)

| Common Name | Scientific Name |
|-------------------------|--------------------------|
| Melaleuca | Melaleuca quinquenervia |
| Murray red gum | Eucalyptus camaldulensis |
| Old World climbing fern | Lygodium microphyllum |
| Rose apple | Syzygium jambos |
| Rosewood | Dalbergia sissoo |
| Tropical soda apple | Solanum viarum |
| Wedelia | Wedelia trilobata |
| Weeping fig | Ficus benjamina |
| Woman's tongue | Albizia lebbeck |

Exotic and nuisance vegetation removal will be conducted by hand methods. Hand treatment will be either felling of exotic trees, hand removal, and herbicide treatment of the stumps; or hand pulling. The treatment of exotic and nuisance vegetation will include one or more of the following methods: (1) cut exotics within 12 inches of ground elevation, hand remove cut vegetation, and treat remaining stump with approved herbicide; (2) girdle standing Brazilian pepper, melaleuca, and Australian pine (Casuarina equisetifolia) with diameter at breast height greater than 4 inches and apply approved herbicide to cambium; (3) foliar application of approved herbicide to Brazilian pepper, melaleuca saplings, Australian pine, and downy rose-myrtle (Rhodomyrtus tomentosus); (4) foliar application of approved herbicide or hand pulling of exotic seedlings; and (5) foliar application of approved herbicide to nuisance grasses.

4.2 Debris Removal

Exotic vegetative debris that is cut will be removed from the indigenous preserve areas. Exotic debris may be stacked in the adjacent open pasture areas and burned. The preserve areas will be inspected annually for trash/garbage. Any trash/garbage located within the preserve areas will be removed and disposed of by hand.

4.3 Method and Frequency of Pruning and Trimming

Exotic removal within the existing indigenous habitats is scheduled to begin after the applicable permits and approvals have been attained. After the completion of the initial exotic removal, semi-annual inspections of the preserves will occur for the first two years. During these inspections, the conservation areas will be traversed by a qualified ecologist. Locations of nuisance and/or exotic species will be identified for immediate treatment with an appropriate herbicide. Any additional potential problems will also be noted and corrective actions taken. Once exotic/nuisance species levels have been reduced to acceptable limits, as described in Section 7.0, inspections of the conservation areas will be conducted a minimum of once every two years.

Maintenance will be conducted in perpetuity to ensure that the conservation areas are free of exotic vegetation, including the prohibited invasive exotic species listed in Section 10-420(h) of the LDC (Table 1).

5.0 INDIGENOUS VEGETATION RESTORATION

Restoration and re-establishment of indigenous vegetation communities will be conducted in areas with greater than 75 percent coverage by exotic vegetation and in the existing agriculture fields within the conservation areas. Restoration activities will include 17.76± acres of exotic removal and supplemental plantings in existing forested habitats with greater than 75 percent exotics including smaller portions of berms, spoil areas, and surface waters that are surrounded by existing vegetation; 158.79± acres of wetland flow-way restoration from existing farm fields; and 464.15± acres of upland restoration from farm fields. The locations of the restoration areas are shown on Appendix A.

5.1 Removal of Exotics and Supplemental Plantings

Approximately 17.76 acres (16.30± acres of wetlands and 1.46± acre of uplands) with greater than 75 percent exotics will be enhanced by the removal of exotic species and supplemental plantings of native vegetation. The 17.76± acre area also includes portions of berms, spoil areas, and surface waters that are surrounded by existing vegetation. Mechanical equipment may be utilized to assist in the removal of exotic species in these areas. Cut vegetative debris will be removed from these areas in order to allow for successful supplemental plantings. All efforts will be made to preserve native trees when conducting the exotic removal with mechanized equipment. To minimize adverse impacts to the ground surface, machinery that exerts a relatively low impact on the ground surface (i.e., tracked skid steer, feller-buncher) will be utilized within the mechanical removal areas.

Following the removal of exotics, supplemental plantings will be installed in the 16.30± acres of wetland habitats. Wetland plantings will be selected based on the type of native vegetation that occurs in the adjacent or nearby wetland habitats. Tree and ground cover species will be planted according to the specifications in Table 2 and Appendix D. A minimum of three tree species and five ground cover species will be planted. The species selected for planting will depend on market availability at the time the plantings are to occur.

Table 2. Supplemental Wetland Plantings

| Common Name | Scientific Name | Minimum Height | Minimum Container Size | Planting Instruction (On Center) |
|--------------|--------------------|-------------------|------------------------------|----------------------------------|
| | Trees (minimum t | hree species) | | |
| Bald cypress | Taxodium distichum | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Red maple | Acer rubrum | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |

Table 2. (Continued)

| Common Name | Scientific Name | Minimum Height | Minimum Container Size | Planting Instruction (On Center) |
|-----------------------|--------------------------------|-------------------|------------------------------|--|
| | Frees (minimum three sp | ecies) (Contin | nued) | 0 - 6 v |
| Slash pine | Pinus elliottii | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Laurel oak | Quercus laurifolia | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Dahoon holly | Ilex cassine | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Pop ash | Fraxinus caroliniana | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| | Ground Cover (minim | um five speci | es) | #E |
| Cordgrass | Spartina bakeri | 12 in. | 2 in. | 5 to 8 ft. |
| Wiregrass | Aristida stricta | 12 in. | 2 in. | 5 to 8 ft. |
| Gulfdune paspalum | Paspalum monostachyum | 12 in. | 2 in. | 5 to 8 ft. |
| Muhly grass | Muhlenbergia capillaris | 12 in. | 2 in. | 5 to 8 ft. |
| Sawgrass | Cladium jamaicense | 12 in. | 2 in. | 5 to 8 ft. |
| Blue maidencane | Amphicarpum muhlenbergianum | 12 in. | 2 in. | 5 to 8 ft. |
| Swamp lily | Crinum americanum | 12 in. | 2 in. | 5 to 8 ft. |
| Golden canna | Canna flaccida | 12 in. | 2 in. | 5 to 8 ft. |
| Maidencane | Panicum hemitomon | 12 in. | 2 in. | 5 to 8 ft. |
| Spikerush | Eleocharis interstincta | 12 in. | 2 in. | 5 to 8 ft. |
| Arrowhead | Sagittaria lancifolia | 12 in. | 2 in. | 5 to 8 ft. |
| Pickerelweed | Pontederia cordata | 12 in. | 2 in. | 5 to 8 ft. |
| Alligator flag | Thalia geniculata | 12 in. | 2 in. | 5 to 8 ft. |
| Soft-stem bulrush | Scirpus validus | 12 in. | 2 in. | 5 to 8 ft. |
| Dense-flower knotweed | Polygonum glabrum | 12 in. | 2 in. | 5 to 8 ft. |

BR - Bare root

Following the removal of exotic vegetation, supplemental planting will be installed in $1.46\pm$ acre of upland habitats. Upland plantings will be selected to replace the type of native vegetation that occurs in the adjacent or nearby upland habitats. Tree plantings will include primarily slash pine, although other tree species listed in Table 3 may be utilized. Upland tree and ground cover plantings will be installed according to the specifications listed in Table 3 and Appendix D. A minimum of three tree species and five ground cover species will be planted. The species selected for planting will depend on market availability at the time the plantings are to occur.

Table 3. Supplemental Upland Plantings

| Common Name | Scientific Name | Minimum Height | Minimum Container Size | Planting Instruction (On Center) |
|--------------|-----------------|-------------------|------------------------------|--|
| | Trees (minimum | three species) | | |
| Slash pine | Pinus elliottii | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Cabbage palm | Sabal palmetto | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |

Table 3. (Continued)

| Common Name | Scientific Name | Minimum Height | Minimum Container Size | Planting Instruction (On Center) |
|-------------------|--------------------------------|-------------------|------------------------------|--|
| | Trees (Continued) (mini | mum three sp | ecies) | |
| Live oak | Quercus virginiana | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Laurel oak | Quercus laurifolia | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Dahoon holly | Ilex cassine | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| 11 A. L.C | Ground Cover (minin | num five speci | es) | Tolkian A Salas |
| Saw palmetto | Serenoa repens | 12 in. | l gal. | 15 to 20 ft |
| Gulfdune paspalum | Paspalum monostachyum | 12 in. | 2 in. | 5 to 8 ft. |
| Blue maidencane | Amphicarpum muhlenbergianum | 12 in. | 2 in. | 5 to 8 ft. |
| Wiregrass | Aristida stricta | 12 in. | 2 in. | 5 to 8 ft. |
| Muhly grass | Muhlenbergia capillaris | 12 in. | 2 in. | 5 to 8 ft. |
| Cordgrass | Spartina bakeri | 12 in. | 2 in. | 5 to 8 ft. |
| Broomgrass | Andropogon virginicus | 12 in. | 2 in. | 5 to 8 ft. |
| Fakahatchee grass | Tripsacum dactyloides | 12 in. | 2 in. | 5 to 8 ft. |
| Purple lovegrass | Eragrostis spectabilis | 12 in. | 2 in. | 5 to 8 ft. |

BR - Bare root

5.2 Restoration of Farm Fields – Wetland Flow-Way and Upland Restoration

Approximately 622.94 acres of existing farm fields, including agricultural ditches, cattle ponds, borrow areas, spoil areas, and berms will be restored to native wetland and upland habitats. Wetland flow-way and upland restoration activities will include eradication of exotic species and undesirable pasture grasses, grading, and re-vegetation. The restoration of existing farm fields will also include the removal of portions of the northern perimeter berm to re-establish hydrologic connection to wetlands located to the north. The locations of the berm removal are included in the engineering plans prepared by Barraco and Associates, Inc.

Prescribed burns will be utilized as the initial method to eliminate undesirable ground cover vegetation in the wetland and upland restoration areas. The prescribed burning will be conducted prior to ditch backfilling and grading activities. Approximately 30 to 60 days following the prescribed burn, the restoration areas will be treated with broadcast applications or spot applications of herbicide, as needed, to kill remaining exotics. Multiple spot re-treatments of herbicide may be necessary depending on the extent of recruitment of exotic species. The burns will be conducted early in the dry season to allow sufficient time for multiple applications of herbicide treatment of exotics prior to the wet season.

5.2.1 Wetland Flow-Way Grading and Planting

Following the elimination of exotic species and undesired pasture grasses in the restoration areas, approximately 158.79 acres of wetlands will be restored from

the existing farm fields in the locations shown on Appendix A. The goal of the wetland restoration is to restore historic flow-ways on the site. The wetland flow-way restoration locations were identified based on an analysis of historic and current site conditions including historic aerials, site topography, hydrology, soils, and LiDAR data.

The wetland flow-way restoration areas will be graded to mimic the elevation of existing native wetlands, followed by native plantings. The berms and spoil areas will be removed to natural grade and the fill used to backfill the ditches, cattle ponds, and/or borrow areas. The ditch that runs parallel to the northern berm will only be backfilled in locations where fill is available. If fill is limited, excess material along the south side of the ditch will be used to backfill the ditch to the maximum extent possible. The grading plan consists of excavating linear wetlands to connect the existing wetland habitats and re-establish historic wetland flow-ways. The wetland flow-way restoration areas will be graded to create freshwater marsh habitat at the lowest elevations with a gradual slope up to the existing grade. Water control berms will be strategically located to stage water levels appropriate for freshwater marsh habitat. A typical cross-section of the wetland flow-way restoration areas is included on Appendix A. The wetland flow-way restoration areas will include the establishment of wading bird foraging habitat. The varying depths will allow the concentration of prey for wading birds at alternating times of the year as water levels seasonally rise and recede.

After the grading has been completed, the wetland flow-way restoration areas will be planted using species and planting specifications listed in Table 4 and Appendix D. A typical planting detail for the wetland flow-way restoration is also included in Appendix D. Trees will be clustered along the edge of the flow-way restoration area in order to create open foraging habitat for listed wading bird species. Widely scattered trees may also be planted in the flow-ways.

The wetland flow-way restoration areas are divided into three zones for ground cover plantings. The approximate location of the planting zones is depicted on the typical wetland flow-way restoration cross-section (Appendix A). Zone 1 plantings will be installed on the higher slope of the restored flow-ways where the target habitat is wet prairie. Zone 2 plantings will be installed on the mid to lower elevations where the target habitat is freshwater marsh. Zone 3 plantings will be installed in the lowest portions of the graded area. See Appendix D for details. The Zone 3 target habitat type is freshwater marsh, but may contain intermittent areas of open water. A minimum of two ground cover species will be planted in each planting zone. The species selected for planting will depend on market availability at the time the plantings are to occur.

In addition, the water management conveyance areas within the development area, as shown in the Development Order plans, will be planted using the ground cover species, minimum height, and container size specified in Table 4. Plantings for the water management conveyance areas will include a minimum of three

ground cover species, listed in Table 4, installed on five- to eight-foot centers. Ground cover species may be clustered in the water management conveyance areas. At the developer's discretion, trees may also be planted in the water management conveyance areas in accordance with Table 4, but the number and spacing of trees may be limited by the SFWMD surface water management system requirements.

Table 4. Wetland Flow-Way Restoration Plantings

| Common Name | Scientific Name | Minimum Height | Minimum Container Size | Planting Instruction (On Center) | | | |
|-------------------|--------------------------------|-------------------|------------------------------|--|--|--|--|
| - 1.14.1998年 | Trees ¹ | | | | | | |
| Bald cypress | Taxodium distichum | 2 to 5 ft. | BR to 3 gal. | 30 to 50 ft. | | | |
| Slash pine | Pinus elliottii | 2 to 5 ft. | BR to 3 gal. | 30 to 50 ft. | | | |
| Gro | ound Cover Plantings (minir | num two spec | | 1.00 (| | | |
| 1 | Zone | | | er energi. | | | |
| Gulfdune paspalum | Paspalum monostachyum | 12 in. | 2 in. | 5 to 8 ft. | | | |
| Muhly grass | Muhlenbergia capillaris | 12 in. | 2 in. | 5 to 8 ft. | | | |
| Cordgrass | Spartina bakeri | 12 in. | 2 in. | 5 to 8 ft. | | | |
| Blue maidencane | Amphicarpum muhlenbergianum | 12 in. | 2 in. | 3 to 5 ft. | | | |
| Sawgrass | Cladium jamaicense | 12 in. | 2 in. | 3 to 5 ft | | | |
| Maidencane | Panicum hemitomon | 12 in. | 2 in. | 3 to 5 ft | | | |
| | Zone : | 2 | | | | | |
| Sawgrass | Cladium jamaicense | 12 in. | 2 in. | 3 to 5 ft | | | |
| Maidencane | Panicum hemitomon | 12 in. | 2 in. | 3 to 5 ft | | | |
| Spikerush | Eleocharis interstincta | 12 in. | 2 in. | 3 to 5 ft | | | |
| Golden canna | Canna flaccida | 12 in. | 2 in. | 3 to 5 ft | | | |
| Arrowhead | Sagittaria lancifolia | 12 in. | 2 in. | 3 to 5 ft | | | |
| Pickerelweed | Pontederia cordata | 12 in. | 2 in. | 3 to 5 ft | | | |
| Alligator flag | Thalia geniculata | 12 in. | 2 in. | 3 to 5 ft | | | |
| Soft-stem bulrush | Scirpus validus | 12 in. | 2 in. | 3 to 5 ft | | | |
| | Zone | 3 | | | | | |
| Spikerush | Eleocharis interstincta | 12 in. | 2 in. | 3 to 5 ft | | | |
| Golden canna | Canna flaccida | 12 in. | 2 in. | 3 to 5 ft | | | |
| Arrowhead | Sagittaria lancifolia | 12 in. | 2 in. | 3 to 5 ft | | | |
| Pickerelweed | Pontederia cordata | 12 in. | 2 in. | 3 to 5 ft | | | |
| Alligator flag | Thalia geniculata | 12 in. | 2 in. | 3 to 5 ft | | | |
| Soft-stem bulrush | Scirpus validus | 12 in. | 2 in. | 3 to 5 ft | | | |
| Alligator flag | Thalia geniculata | 12 in. | 2 in. | 3 to 5 ft | | | |
| Spatterdock | Nuphar luteum | 24 in. | 1 gal. ² | 15 ft. | | | |
| Waterlily | Nymphaea odorata | 24 in. | 1 gal. ² | 15 ft. | | | |

¹Wetland tree plantings will be clustered along the edge of the flow-way restoration area as to not preclude open foraging habitat for listed wading bird species. Tree clusters will consist of trees spaced 30-50 feet apart.

BR - Bare root

²One gallon container size will be utilized provided that they are commercially available at the time of implementation.

5.2.2 Upland Grading and Planting

Following the elimination of exotic species and undesired pasture grasses, approximately 464.15 acres of farm fields will be restored to native upland habitats. The locations of the upland restoration areas are shown on Appendix A. Upland restoration will consist of the removal of berms, and backfilling of ditches and borrow areas. The Master Concept Plan includes a typical detail of the ditch/swales to be backfilled. Disking will be utilized, as needed, to smooth the rowed furrows that exist in some of the farm fields. However, depressional pockets within the micro-topography may exist where backfilling occurs.

After completion of the berm removal and the backfilling of ditches, upland ground cover is anticipated to recruit naturally from the native seed bank. Depending on the topography and natural hydrologic regime, portions of the upland restoration areas may contain wetland vegetation. As such, trees species that are more tolerant of periodic inundation may be utilized in lower portions of the upland restoration area, particularly in the southwest corner of the site. A list of trees that may be utilized in these areas is included in Table 5. To supplement the growth of desirable native species, fire tolerant native ground cover species will also be planted (Table 5). Fire tolerant species are important since prescribed fire will be utilized to aid in the control of exotic vegetation and woody shrubs (i.e., wax myrtle and saltbush) and to stimulate the growth and diversity of native herbaceous vegetation.

Tree clusters will be established in the upland restoration areas. Planting trees in clusters will provide distinct areas that can be defended from prescribed fire by the installation of disked fire breaks around the perimeter of the clusters. The locations of the tree clusters will be identified based on an analysis of historic aerials, site topography, soils, and LiDAR data. Trees will be planted in accordance with the specifications listed in Table 5 and Appendix D. A Typical planting detail for the upland restoration is also included in Appendix D. The goal is to create clusters of primarily open canopy native forest areas, with adequate sunlight for an abundance of ground cover species. Clusters of trees may be pine, hardwoods, or a mix of pine and hardwoods. A variety of tree sizes may be utilized to create a more heterogeneous plant community.

In areas where tree plantings are not clustered, widely scattered trees will be planted randomly in the upland restoration areas. The widely scattered trees will be slash pine and will be bare root plantings.

Native ground cover plantings will be installed in the upland restoration areas and will include a minimum of four of the species listed in Table 5 and Appendix D. No one species will constitute more than 50 percent of the total ground cover plantings. Direct seeding to establish upland ground cover may be used in conjunction with ground cover plantings within the upland restoration areas. If utilized, direct seeding will not constitute more than 50 percent of the upland

restoration area. The remaining area that is not seeded will be planted in accordance with the specifications described above. The seed source will be obtained from and applied by a professional experienced with direct seeding as a method of upland restoration. The seed source will be harvested from a local area and will include a mixture of regionally-appropriate native graminoid species. The seed source mixture will include a variety of species to optimize ground cover diversity to the maximum extent possible.

Table 5. Upland Restoration Plantings

| Common Name | Scientific Name | Minimum Height | Minimum Container Size | Planting Instruction (On Center) |
|---------------------------|--------------------------------|-------------------|------------------------------|--|
| 182 | Trees | 5 | | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| Slash pine | Pinus elliottii | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Live oak | Quercus virginiana | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Laurel oak | Quercus laurifolia | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Dahoon holly | Ilex cassine | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Cabbage palm | Sabal palmetto | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Red maple ¹ | Acer ruburm | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Bald cypress ¹ | Taxodium distichum | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| Swamp bay ¹ | Persea palustris | 2 to 5 ft. | BR to 3 gal. | 15 to 20 ft. |
| | Ground Cover (minin | num four spec | ies) | |
| Saw palmetto | Serenoa repens | 12 in. | 1 gal. | 15 to 20 ft. |
| Gulfdune paspalum | Paspalum monostachyum | 12 in. | 2 in. | 5 to 8 ft. |
| Wiregrass | Aristida stricta | 12 in. | 2 in. | 5 to 8 ft. |
| Muhlygrass | Muhlenbergia capillaris | 12 in. | 2 in. | 5 to 8 ft. |
| Cordgrass | Spartina bakeri | 12 in. | 2 in. | 5 to 8 ft. |
| Fakahatchee grass | Tripsacum dactyloides | 12 in. | 2 in. | 5 to 8 ft. |
| Purple lovegrass | Eragrostis spectabilis | 12 in. | 2 in. | 5 to 8 ft. |
| Little blue maidencane | Amphicarpum muhlenbergianum | 12 in. | 2 in. | 5 to 8 ft. |
| Broomsedge | Andropogon virginicus | 12 in. | 2 in. | 5 to 8 ft. |

BR - Bare root

5.3 Preserve Activity Schedule

Site development will occur in two phases; however, multiple sub-phases will occur within each phase. The approximate location of the phase and sub-phase limits are depicted on Appendix E. A summary of the restoration acreages and planting quantities per sub-phase is include in Appendix D. Sections 5.3.1 through 5.3.3 below outline the timing of the preserve activities in relation to the development phases.

5.3.1 Indigenous Vegetation Preservation and Enhancement (110.26± acres)

The initial hand treatment of exotic and nuisance vegetation within the Project's 110.26± acres of existing indigenous habitat will commence upon initiation of the

¹To be utilized in lower portions of the upland restoration areas.

first development sub-phase (Sub-Phase 1A). These activities will be completed prior to completion of Sub-Phase 1A development.

5.3.2 Indigenous Vegetation Restoration (17.76± acres)

The indigenous vegetation restoration areas include 17.76± acres of existing non-indigenous upland and wetland habitat spread out among several sub-phases of the project. The initial hand/mechanical treatment of exotic and nuisance vegetation will be completed upon commencement of development activities in Sub-Phase 1A; however, installation of native plantings in a specific restoration area will commence upon initiation of development in that area's respective sub-phase. The planting activities will be completed prior to completion of development activities in that sub-phase.

5.3.3 Indigenous Vegetation Restoration from Farm Fields (622.94± acres)

The restoration activities in the farm fields will be conducted in two phases in accordance with Appendix E. Phase 1 will consist of the western portion of the Project's conservation area and eastern-most portion of the conservation area that abuts Corkscrew Regional Mitigation Bank. Phase 2 will consist of the remaining conservation area. Phase 1 restoration activities will commence after the applicable permits and approvals for the Project have been attained. Each restoration sub-phase will take approximately one year to complete due to seasonal time constraints for the prescribed burns, herbicide treatments, and plantings. In addition, sufficient time for re-sprouting of the remaining exotic species is needed between the initial burning, the first herbicide treatment, and successive exotic treatments. However, the aggregate of both phases will not exceed seven years to complete. Table 6 provides a typical anticipated schedule of restoration activities that will be implemented for each sub-phase. Restoration activities in both phases will be completed within seven years from the date of commencement in the first sub-phase in Phase 1 or by the completion of development within the last sub-phase in Phase 2, whichever comes first.

Table 6. Typical Restoration Activity Schedule for Each Sub-Phase¹

| Approximate Date | Restoration Activity | | |
|------------------|--|--|--|
| January 1 | Initial prescribed burn in pastures | | |
| February 15 | First herbicide treatment | | |
| April 1 | Second herbicide treatment | | |
| May 15 | Commence ditch backfilling and grading | | |
| December 1 | Install upland trees and wetland plantings | | |

¹The order of activities may be interchanged depending on site conditions at the time of implementation.

6.0 OPTIONAL SHRUB PLANTINGS

In addition to the plantings listed in the sections above, Table 7 and Appendix D provide a list of native shrubs that may be used as a visual buffer between the residential development and the wildlife control fence.

Table 7. Optional Shrub Plantings along the Wildlife Control Fence

| Common Name | Scientific Name | Minimum Height | Minimum Container Size | Planting Instruction |
|-------------------|------------------------|-------------------|------------------------------|-------------------------|
| 4 | Shrubs | 3 | | 200 0年 |
| Paroutis palm | Acoelorrhaphe wrightii | 2 ft. | 1 gal. | Clustered |
| Walter's viburnum | Viburnum obovatum | 2 ft. | 1 gal. | Clustered |
| Simpson's stopper | Myrcianthes fragrans | 2 ft. | 1 gal. | Clustered |
| Gallberry | Ilex glabra | 2 ft. | l gal. | Clustered |
| Myrsine | Rapanea punctata | 2 ft. | 1 gal. | Clustered |
| Wax myrtle | Myrica cerifera | 2 ft. | 1 gal. | Clustered |

7.0 SUCCESS CRITERIA

7.1 Indigenous Wetland and Upland Preserve and Enhancement Areas

The following are the success criteria for the indigenous preserve areas:

- 1) Initial eradication of exotic and nuisance vegetation will be completed; and
- 2) The preserve areas will be maintained free from exotic vegetation. Exotic vegetation species include, but are not limited to, the 21 species of prohibited invasive exotic species listed in Section 10-420(h) of the LDC (Table 1).

7.2 Indigenous Wetland and Upland Restoration Areas

The following are the success criteria for the indigenous wetland and upland restoration areas:

- 1) Initial eradication of exotic and nuisance vegetation will be completed;
- 2) Plantings will be completed in the indigenous restoration areas;
- 3) A minimum 80 percent survival of tree and ground cover plantings after five years; and
- 4) The preserve areas will be maintained free from exotic vegetation. Exotic vegetation species include, but are not limited to, the 21 species of prohibited invasive exotic species listed in Section 10-420(h) of the LDC (Table 1).

7.3 Wetland Flow-Way and Upland Restoration Areas from Farm Fields

The following are the success criteria for the restoration areas:

- 1) Initial eradication of exotic and nuisance vegetation will be completed;
- 2) Removal of berms and spoil areas, backfilling of ditches, cattle ponds and borrow areas, and re-grading of wetland and upland restoration areas will be completed;
- 3) Supplemental marsh plantings within wetland flow-way restoration areas will be completed;
- 4) Tree plantings will be completed in the upland restoration areas;
- 5) A minimum of 80 percent survival of tree and ground cover species after five years;
- 6) The goal will be an average of approximately 100 trees per acre in the upland restoration areas. There may be areas of clustered trees which amount to greater than 100 trees per acre and areas of herbaceous prairie with less than 100 trees per acre; and
- 7) The preserve areas will be maintained free from exotic vegetation. Exotic vegetation species include, but are not limited to, the 21 species of prohibited invasive exotic species listed in Section 10-420(h) of the LDC (Table 1).

8.0 MAINTENANCE

After the completion of the initial exotic removal, semi-annual inspections of the preserves will occur for the first two years. During these inspections, the conservation areas will be traversed by a qualified ecologist. Locations of nuisance and/or exotic species will be identified for immediate treatment with an appropriate herbicide. Any additional potential problems will also be noted and corrective actions taken. Once exotic/nuisance species levels have been reduced to acceptable limits, as described in Section 7.0, inspections of the conservation areas will be conducted a minimum of once every two years.

Maintenance will be conducted in perpetuity to ensure that the conservation areas are free of nuisance species, undesirable pasture grasses, and exotic vegetation, including the prohibited invasive exotic species listed in Section 10-420(h) of the LDC (Table 1).

8.1 Prescribed Fire

Prescribed burning will be used as a management tool in the farm field restoration areas to maintain the native vegetation communities. Prescribed burns help maintain vegetative communities in their natural state, reduce fuel loads and the danger of wildfire, aid with the eradication and control of exotic and nuisance vegetation species, and improve wildlife habitat. The objectives of prescribed burning maintenance events will be to aid in the control of exotic vegetation and woody shrubs (i.e., wax myrtle and saltbush), and to stimulate the growth and diversity of herbaceous vegetation.

The burning frequency for the conservation areas will be two to four years, which is consistent with the natural fire regime for mesic flatwoods, wet flatwoods, and wet prairies described by Florida Natural Areas Inventory (FNAI) in the *Guide to the Natural*

Communities of Florida (FNAI 2010). The edges of the Project's freshwater marshes will be burned when the fire moves through the adjacent pine and prairie habitats. The fire will be allowed to extinguish naturally within the wetter marsh habitats.

Prescribed burning is typically conducted during the winter or early spring when temperatures are reduced and wind direction is more constant. The initial burn is anticipated to occur during the late winter. Winter burns are preferred to reduce high fuel loads. Growing season burns also may be conducted as conditions allow. Changes in annual weather cycles determine when burn permits will be available and burns may be conducted only on the day(s) of Florida Forest Service permission. The hand treatment methods described in Section 4.1 may be utilized in conjunction with burning activities or in cases where burn permits are not obtainable from the Florida Forest Service.

Fire breaks will be installed in strategic locations in order to safely ignite and control prescribed fires. Fire breaks will be co-located with maintenance trails, access roads, easements, fence lines, property boundaries, phase limits, and natural habitat boundaries. A 12-foot wide fire break will be established directly adjacent to and inside (i.e., the restoration side) of the wildlife control fence, or other structural wildlife deterrent. Fires will be excluded from the planted tree clusters with the use of temporary firebreaks until such time that the plantings are mature enough to survive fires. Fires will be allowed to extinguish naturally within the wetter preserve areas, such as the marsh habitats.

Controlled burns will be conducted only when authorized with a permit by the Florida Forest Service. In addition, notice will be given to the Estero Fire District. Coordination with the Lee County Port Authority and the SFWMD will occur before burning. Burning will not be conducted if smoke is anticipated to encroach upon Corkscrew Road, the Project's residential lots, or the Burgundy Farms subdivision.

9.0 MONITORING REPORTS

Monitoring will be conducted annually commencing with the first phase of restoration. Annual reports documenting the achievement of the success criteria outlined in Section 7.0 will be submitted to Lee County's Department of Community Development (DCD). Monitoring will typically be conducted during the height of the growing season (August to October) with annual reports submitted by December 31.

Five annual monitoring reports for each restoration phase will be submitted to DCD describing the conditions of the conservations areas. One report will be provided per year for each phase which will outline the status of work conducted in each sub-phase. The monitoring reports will include documented exotic and nuisance species, mortality of vegetation, estimated causes of mortality, growth of the vegetation, wildlife observed and other factors that demonstrate the functional health of the conservations areas, hydrologic data, and photographs. A brief description of anticipated maintenance work to be conducted over the next year will also be included. Periodic inspections will be conducted by DCD staff to ensure the accuracy of the monitoring reports.

10.0 LONG-TERM MANAGEMENT AND MONITORING

Of the total conservation area, 752.53± acres will be placed in conservation easements. A total of 749.06± acres of the conservation areas will be placed in a conservation easement granted to Lee County with third party enforcement rights granted to the SFWMD and USFWS. A total of 3.47± acres of wetlands in the northwest portion of the Project site will be used for SFWMD and COE wetland mitigation. The wetland mitigation area will be placed under conservation easement granted to the SFWMD with third party enforcement rights granted to the COE, Lee County, and the USFWS. The conservation easements will prevent the encroachment of future development as well as activities that are incompatible with the goal of sustaining the restored conservation areas in good ecological health. The Lee County conservation easement allows for certain recreational uses such as wildlife trails, viewing platforms, and boardwalks with prior approval from DCD. The conservation areas will be physically managed in accordance with the approved long-term management plan prepared by the Project ecologist and implemented by a Community Development District (CDD) or Homeowners' Association (HOA) with the assistance of an appropriately skilled environmental professional.

Responsibility for management of the conservation areas will shift to the CDD or HOA following the completion of all enhancement and restoration activities on-site. Prior to completion of the five-year annual monitoring program, a long-term management and monitoring plan will be drafted for DCD review and approval. The plan will then be implemented after completion of the five-year annual monitoring program and achievement of success criteria has been verified by DCD. Long-term management activities within the conservation areas will include periodic surveys of vegetation and wildlife, control of exotic and nuisance plant species, regulating water levels, maintenance of the water control structures and access, and prescribed fires.

Long-term monitoring reports will be provided to DCD bi-annually (every other year). The long-term monitoring reports will provide ecological data such as water levels, vegetative cover, degree and location of exotic vegetation cover, and wildlife utilization. This information will guide the active management of the site.

11.0 PRESERVE SIGNAGE AND COMMUNITY EDUCATION PLAN

Signs identifying the preserve as a "nature preserve area" will be installed along the boundary of the preserve. The signage will include language stating, "No dumping allowed." The signs will be spaced up to 300 feet apart. The signs will be no closer than ten feet from residential property lines, and be limited to a maximum height of four feet and a maximum size of two square feet. A typical preserve sign is attached as Appendix F.

The community will be advised of the benefits of the preserve areas to the surrounding landscape and their residential community. The HOA will provide residents with information, maps, wildlife sightings, and community notices.

Periodic seminars will be held to further educate the community about the preservation areas, wetland benefits, coexistence with and protection of wildlife, and the benefits of prescribed fire. Community informational and educational brochures, such as those describing the benefits of preserve areas, may be created and provided as needed to keep residents in compliance with conservation easements, wildlife regulations, etc. Continued education will ensure that the community is well-informed regarding the preserves and wildlife coexistence.

Please refer to the Protected Species Management and Human-Wildlife Coexistence Plan for details on wildlife crossings, fencing, and measures to be implemented to help prevent human-wildlife conflicts.

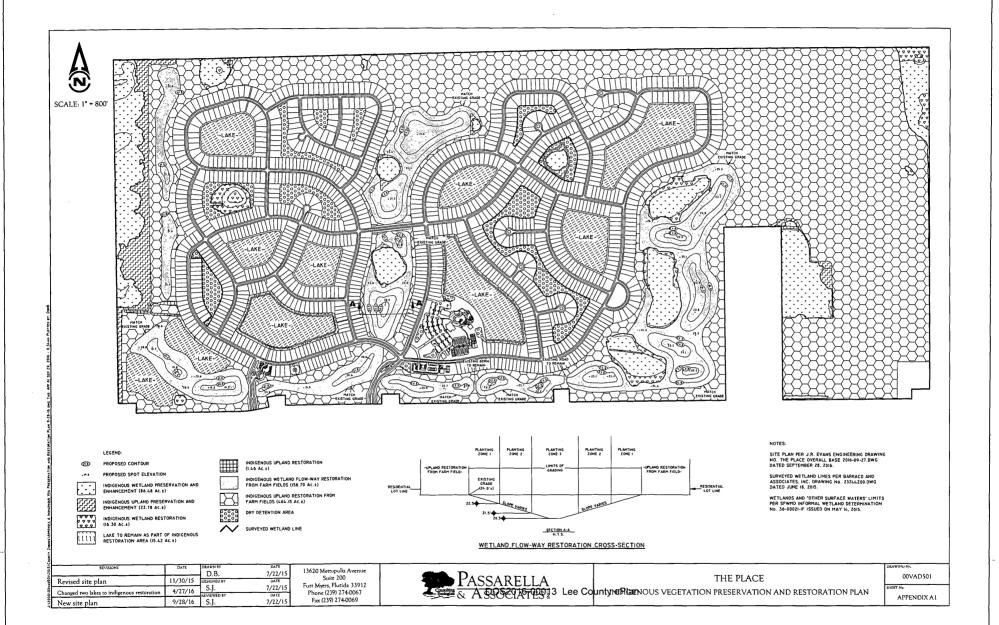
12.0 REFERENCES

Florida Department of Transportation. 1999. Florida Land Use, Cover and Forms Classification System. Procedure No. 550-010-001-a. Third Edition.

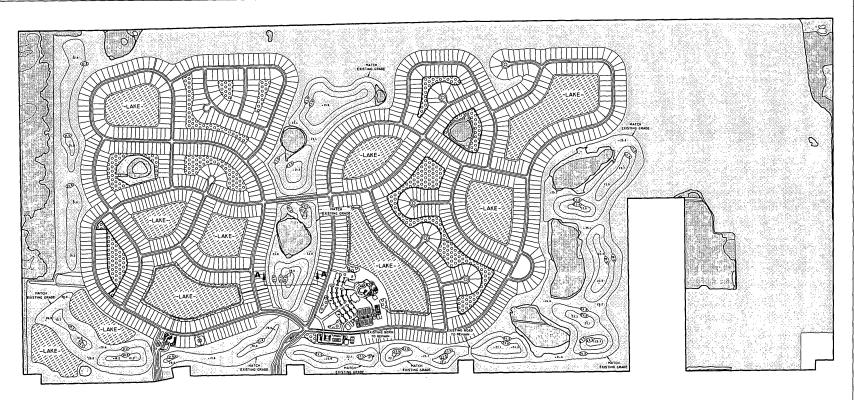
Florida Natural Areas Inventory. 2010. Guide to the Natural Communities of Florida: 2010 Edition. Florida Natural Areas Inventory, Tallahassee, Florida.

APPENDIX A

INDIGENOUS VEGETATION PRESERVATION AND RESTORATION PLAN









PROPOSED CONTOUR

PROPOSED SPOT ELEVATION

INDIGENOUS WETLAND PRESERVATION AND ENHANCEMENT (86.48 Ac.±)



INDIGENOUS UPLAND PRESERVATION AND ENHANCEMENT (23.78 Ac.±)

iiiii

LAKE TO REMAIN AS PART OF INDIGENOUS RESTORATION AREA (IS.42 Ac.±)

INDIGENOUS UPLAND RESTORATION (1.46 Ac.±)

INDIGENOUS WETLAND FLOW-WAY RESTORATION FROM FARM FIELDS (158.79 Ac.±)

INDIGENOUS UPLAND RESTORATION FROM FARM FIELDS (464.15 Ac.±)

DRY DETENTION AREA

SURVEYED WETLAND LINE

PLANTING ZONE 2 PLANTING ZONE 2 SECTION A-A

WETLAND FLOW-WAY RESTORATION CROSS-SECTION

NOTES:

SITE PLAN PER J.R. EVANS ENGINEERING DRAWING NO. THE PLACE OVERALL BASE 2016-09-27.DWG DATED SEPTEMBER 28, 2016.

SURVEYED WETLAND LINES PER BARRACO AND ASSOCIATES, INC. DRAWING No. 23244Z00.DWG DATED JUNE 18, 2015.

WETLANDS AND 'OTHER SURFACE WATERS' LIMITS PER SFWMD INFORMAL WETLAND DETERMINATION NO. 36-00021-IF ISSUED ON MAY 14, 2015.

| REVISIONS | DATE | TORAWN BY | DATE |
|---|----------|-------------|---------|
| | | D.B. | 7/22/15 |
| Revised site plan | 11/30/15 | DESIGNED BY | DATE |
| Changed two lakes to indigenous restoration | 4/27/16 | S.J. | 7/22/15 |
| New site plan | 9/28/16 | S.J. | 7/22/15 |

| 13620 Metropolis Avenue Suire 200 | |
|--|---|
| Fort Myers, Florida 33912 | |
| Phone (239) 274-0067 Fax (239) 274-0069 | l |
| Fax (239) 274-0009 | 1 |

PASSARELLA
THE PLACE

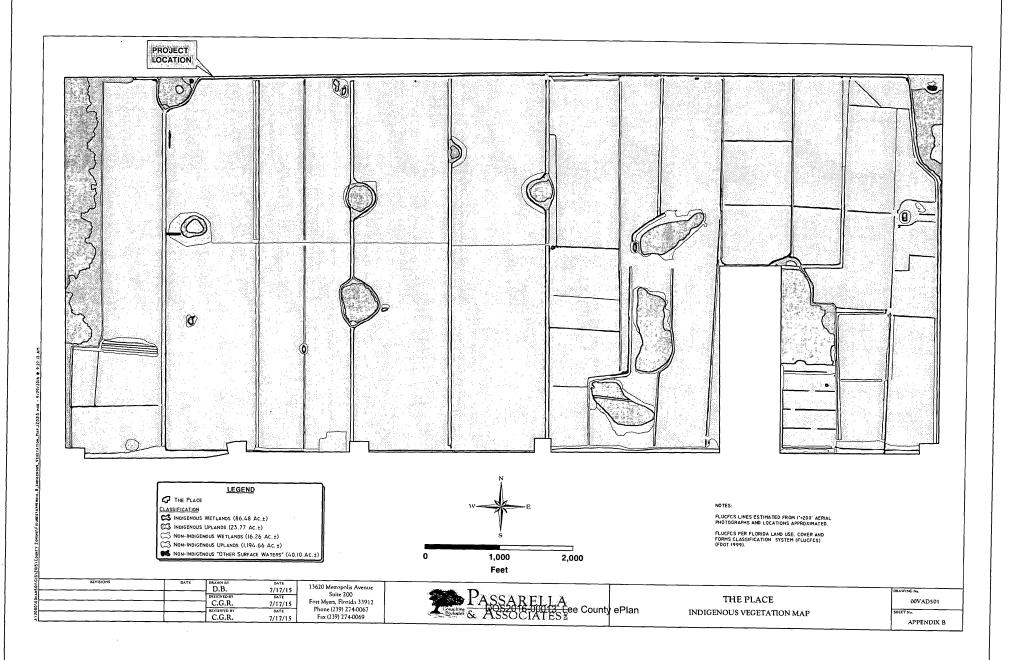
A \$19.529 10-1010 12 Lee Countyned Platinous Vegetation Preservation and Restoration Plan

00VAD501

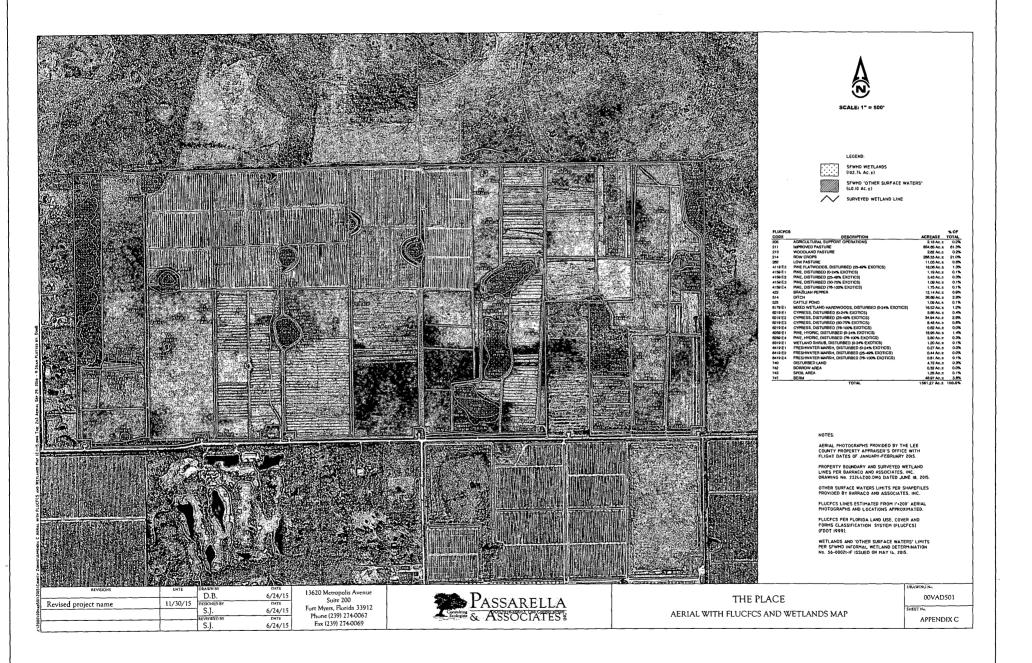
APPENDIX A-2

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APPENDIX B INDIGENOUS VEGETATION MAP



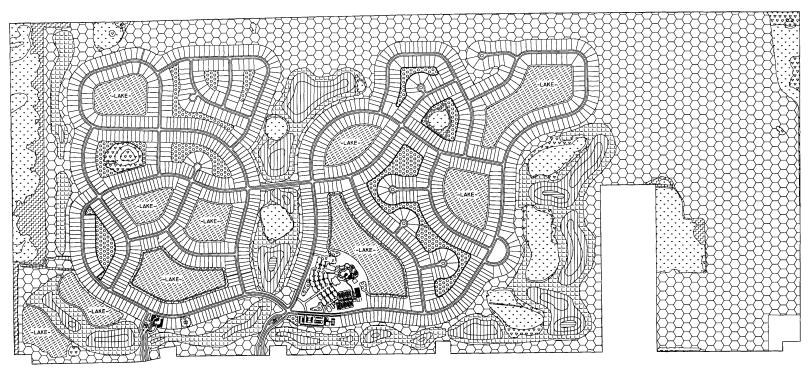
APPENDIX C AERIAL WITH FLUCFCS AND WETLANDS MAP



APPENDIX D

PLANTING PLAN







| | INDIGENOUS UPLAND PRESERVATION AND |
|---|------------------------------------|
| | ENHANCEMENT (23.78 Ac ±) |
| | INDIGENOUS WETLAND RESTORATION |
| | (16.30 Ac.±) |
| | INDIGENOUS UPLAND RESTORATION |
| | (I 46 Ac.1) |
| | INDIGENOUS UPLAND RESTORATION FROM |
| | FARM FIELDS (464.15 Ac. ±) |
| | DRY DETENTION AREA |
| | |
| • | SURVEYED WETLAND LINE |
| | |
| | |

| Common Name | Scientific Name | Minimum Height | Minimum Container Nas | Planting Instruction (On Center |
|-----------------------|------------------------------|-------------------|-----------------------------|--|
| | Trees (minimum 6 | wee mercies) | ***** | 400-00-00-00-00-00-00-00-00-00-00-00-00- |
| Beld corress | Topodon dunction | 2 to 5 ft | BR to 3 gal | 15 to 20 ft |
| Red marks | Acer redown | 2 to 5 ft | BR to 3 gal | 15 to 20 ft |
| Stark care | Poper ethicsol | 7 w 5 h. | BR to 3 gal. | 15 to 20 ft |
| Laurel ceà | Charges specifical | 2 80 5 8 | BR to 3 gal. | 156208 |
| Dahoes holls | Net control | Zio 5 ft. | BK to 3 gal | 15 to 20 ft |
| Prop. auk. | Frommer oppositelants | 250 5 ft | BR to 3 gal | 25 to 20 ft |
| , | Graned Cover (minio | was first speed | es) | |
| Conteres | Soorber futers | 12 in. | 211 | Smith. |
| Witnesses | Anaido innois | 12 in | 219 | Susa |
| Gulfduno paspalum | Parpellar manufacturer | 12 in | 210. | Suit. |
| Muhis granz | Adubijosbergus pagediarts | 12 in. | 2 ia. | 51618 |
| Sangram | Chadan panacerre | 12 % | 210 | Swit |
| Blue madencem | Amphicarpus | 12 m | 2 = | Suit |
| Swamp life | Colour convictors | 12 in | 214 | Swin |
| Golden cases | Cassa Sassasir | 12 in | 210 | 5427 |
| Masteriore | Panesa Academia | 12 as | 2 101 | " to Eff. |
| Sedennik | Alecchera intratucti | 12 m | 2 10 | # to ER |
| Arrowhead | Significant Amographics | 12 in | 2 18. | 3668 |
| Pedarelwood | Funnederna coniosa | 12 40 | 214 | 5 to 6 ft. |
| All-genor flag | Thatia presculata | 12 m. | 2 in | 3 W. S. R. |
| Scid-stem bulvah | Scriper whiter | 12 m | 2 10 | 3 w t ft. |
| Dease-flower know-god | Perference glabram | 12 | 2 in | 3108.9 |

| Consum Name | Scientific Name | Minimum Height | Minimum Container Sine | Planting Instruction (On Contest |
|----------------------|----------------------------|-------------------|------------------------------|--|
| | Trees (minimum) | three species) | | |
| Stack pers | /Xwer colleged | 2 to 5 ft. | BR to i gut | 15 to 20 ft. |
| Cabbage palm | Sahal patente | 2 to 5 ft | BR to 3 gal | 15 to 20 ft. |
| Line and | Charries we growths | 2 to 5 ft | BR to 3 gal | 15 to 20 ft. |
| Laurei cut | Charrens Assessed | 20050 | BR to 3 gal | 15 to 20 ft |
| Delegoe leaffs | Mrs conserve | 20058 | BR to 3 and | 15 to 20 ft |
| | Grand Cover (mish | | | |
| San palmetty | Secretar reports | 12 in | l gal | 15 to 20 ft. |
| CruftSanc peografore | Paranta moveda Prom | 17 tes | 246 | 540 M U |
| Hise mandencase | Amphicus promises | 12 in | 214. | 2688 |
| Winceprose | Artificial straces | 17 m. | 2 10 | 5 to 8 ft |
| Makin grass | Mahienbergus captikurts | 12 in | 2 10. | SHEE. |
| Cordarass | Sources baken | 12 us. | 210. | 5 to 6 ft. |
| Broongrass | Andropogoe organica | 12 m | 2 10. | 510 9 8 |
| Falabatchee prins | Transport of the To Anades | . 12 ap. | 2 in | 5 to 8 ft |
| Purple leverses | Engrage greatate | 12 és. | 2 100 | 5 to X ft |

| Common Name | Scientific Name | Minister Height | Minimum Container Size | Planting Instruction (On Center |
|--------------------|--------------------------------|--------------------|------------------------------|---------------------------------------|
| | Tree | | | |
| Male cyprose | Timedam absorbure | 2052 | 88 to 3 and | 10 to 50 ft |
| State merc | Press efficier | 2005% | 80. to 3 and | 30 to 50 ft |
| Gre | and Cover Plantings (mini | | ice per sone) | |
| | Zees | | | |
| Outsteen peopulars | Payaries suspensively an | 12 cm | 2 ia | 5 to 8 ft |
| Hubby grass | Understorger capalisms | 12 ie | 2 in | 5 to 8 ft |
| Corégina | Sparten Astern | 12 in. | 2 un. | 5 10 F ft |
| Her mademans | Angeliasyry-m makentergramm | 17 m. | I et. | 3 to 5 ft. |
| Services | Charles pomyceme | 12 m | 2 m | 210 5 8 |
| Madescare | Furnisher Repairment | 12 m | 2 44. | 3 to 5 ft |
| | Zone | | | |
| Savagram | Clinitum presentence | 12 in | 2 in | 3 to 5 ft |
| Maidenesse | Parent hentreen | 12 in | 2 is | 3 to 5 R |
| Spikerush | Deschorts merrores | 12 m | 2 in | 3 to 5 ft |
| Golden canna | Const facción | 12.00. | 2 m. | 3 to 5 ft |
| Arrowhood | Seguitoro familiales | 12 15 | 216. | 3 to 5 ft |
| Pataretwood | Photosimia avalues | 12 43 | 210. | 1 to 1 ft |
| Allegace flag | These promises | 12 un | 2 in | 31058 |
| Soft-ston bulerah | Serges welche | 11 00 | 2 100 | 3 to 5 ft |
| | Zone | | | |
| Spikerust | Eleocherty swerman so | 12 in | 2 m. | 31058 |
| Golden Canna | Commo florcada | 12 m | 2 ia | 3 to 5 ft |
| Arrestued | Seguitaria Laurelolio | 12 m | Z in | 3 to 5 ft |
| Pickerelneed | Francisco produce | 12 in | 2 in | 3105B |
| Alligator Reg | Phylio generalists | 12 in | Zint | 3 to 5 ft |
| Syll-esem bulnesh | Setrpus militar | 12 sn | 2 m. | 3 to 5 ft |
| Alt gaster flag | Darks grownsking | 12 m. | 2 08 | 3 to 5 ft |
| Spattendock | Alaphar Artrum | 24 m. | I get. | 15 ft. |
| Waterlife | Managhana extensio | 24 in | l gal | 15 6 |

| | Scientific Name | Minimum Height | Minimum Container Size | Planting Instruction (On Center |
|------------------------|---------------------------------|-------------------|------------------------------|---------------------------------------|
| | Tree | | | |
| Slagh plac | Pirms editarii | 2005# | BR to 1 gal. | 15 to 20 ft |
| Logogia | Queress virginians | 2014 | BR to 1 gal | 15 to 20 ft. |
| Laurel cok | (Avery ar American) | 2 to 5 ft. | BR to J gal | 15 to 20 ft. |
| Dahoon holls | ffer course | 2 50 5 % | BR to 3 gal. | 15 to 20 ft. |
| Cabbage pales | Sahal palmesto | 21058 | BR to J zal. | 15 to 20 ft. |
| Red mesic | Ager redram | 2 12 5 8 | BR to 3 val. | 15 to 20 ft |
| Reld crowns | Turosham dintcham | 2 10 5 15 | BR so 1 gal. | 1.5 to 20 ft |
| Swame has | Person polymor | 2 m 5 ft | BR to 3 and | 15 to 20 ft |
| | Ground Cover (minis | om foor spec | (re) | |
| Sam palmens | Servicus reports | 12 94 | I gel | 15 to 20 ft. |
| Civil Starre people on | Francisco morniarioses | 12 44 | 2 m. | Swan. |
| Wiregrass | Amerida stress | 12 00 | 2 m. | SWER. |
| Mulhi great | Maklandergin oppolisers | 12 10 | 2 m | 5 to 8 ft. |
| Cordonas | Spartner baken | 12 10 | 2 in | 3 to 5 ft |
| Fekalasobce years | Engreene derrigation | 12 10 | 2 in | 3 to 8 ft |
| Purple loverans | Engineer unclubely | 12 is | 2 10 | 5 to 8 ft |
| Lette bise mademage | Amphicarpin multicolorgismus | 12 m. | 2 in | 5 to # ft |
| Brocensoday | AND DOWN HITEINGE | 12 m. | 2 in | Jan F.O. |

| Common Name | Scientific Vanc | Minimum Height | Ministum Container Nor | Planting Instruction |
|--------------------|---------------------|-------------------|------------------------------|-------------------------|
| | Shre | le | | |
| Percusirs pain | Accelerate aregics | 2.0 | 1 252 | Clustered |
| Walter's viburearn | Fabricana objection | 2.6 | 1 gai | Clustered |
| Suppose's всерег | Shecomber frames | 1.6 | ادوا | Chartered |
| Galfberry | Nez electro | 2.6 | i gal | Chanced |
| Myxunc | Recessor corretions | 2 ft. | I sal | Clustered |
| Wax mynde | Manca cerntera | 2.0 | Leel | Control |

| 014 014 | BR to 1 gal. BR to 1 gal | (On Center) 15 to 20 ft 15 to 20 ft |
|------------|---|--|
| 00 5 ft. | BR to J gal | |
| 00 5 ft. | BR to 7 gal | |
| | | |
| | BR to 7 gal | 15 to 20 ft. |
| 10 5 ft | BR to 3 gal. | 15 to 20 ft. |
| | BR to J zal. | 15 to 20 ft. |
| 12.5 B | BR to 3 val. | 15 to 20 ft |
| 10 5 R | BR so 1 gal. | 15 to 20 ft |
| DIR. | BR to 3 gal. | 15 to 20 ft |
| lear speci | 44) | |
| 2 14 | I gel | 15 to 20 ft. |
| 12.49 | 2 m. | Swan. |
| 214 | 2 m. | Swan. |
| | 2 m | 5 to 8 ft. |
| 12 m | | 3 to 8 ft |
| | 2 (a | 5 to Kft |
| 12 is | 2 10 | 3 to 8 ft |
| 12 m. | 2 in | 5 to 8 ft |
| 2 m | 2 in | Jacks |
| | 00 5 ft 10 5 ft 10 5 ft 10 5 ft 10 5 ft 10 m 12 m 12 m 12 m 12 m 12 m 12 m | 00-5 ft BR 00-3 gal. 10-5 ft B |

| Common Name | Scientific Years | Minimum Height | Ministum Container Nor | Planting Instruction |
|--------------------|---------------------|-------------------|------------------------------|-------------------------|
| | Shre | le | | |
| Percusirs pain | Accelerate aregics | 2.0 | 1 20 | Clustered |
| Walter's viburearn | Fabricana objection | 2.6 | I gai | Clustered |
| Suppose's всерег | Shecomber frames | 1.0 | I gal | Chartered |
| Galfberry | Nez gleton | 2.6 | i gal | Chanced |
| Myxunc | Каримая рыпологы | 2 ft. | I gal | Clumed |
| Wax mynde | Manca certifera | 2 ft. | l sel | Chanced |

| REVISIONS | DATE | DRAWN BY | DATE |
|---------------------------------------|----------|-------------|---------|
| Revised site plan | 11/30/15 | D.B. | 7/22/15 |
| Added tables | 4/21/16 | DESIGNED BY | DATE |
| Revised tables; added typical section | 6/16/16 | ¬ S.J. | 7/22/15 |
| Revised table | 8/1/16 | REVIEWED BY | DATE |
| New site plan | 9/28/16 | † Տ.J. | 7/22/15 |

13620 Metropolis Avenue Suite 200 Fort Myers, Florida 33912 Phone (239) 274-0067 Fax (239) 274-0069



| THE PLACE |
|---------------|
| PLANTING PLAN |

| DRAWING No. | |
|-------------|---|
| 00VAD50 |) |

APPENDIX D-1

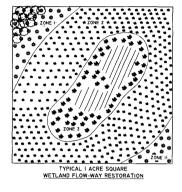
| ftem | Description | Quantity | Item No. | |
|------|--|----------|-------------|--------------------------|
| No. | Sub-Phase R-1A | بنظ | | |
| | Indigenous Wetland Restoration (4.80s Acres) | | | Wetland Flow-Wa |
| 1.1 | Tree Plantings | 523 | 5.1 | Tree Plantings (Zone 1 - |
| 1.2 | Ground Cover Plantings | 3.268 | 5.2 | Ground Cover Plantings |
| | Indigenous Wetland Restoration Sub-Total | 3,791 | 5.3 | Ground Cover Plantings |
| | Indigenous Upland Restoration (0.66± Acre) | -1 | | Wetland Flow-Way F |
| 13 | Tree Plantings | 72 | | Upland Res |
| 1.4 | Ground Cover Plantings | 450 | 5.4 | Tree Plantings |
| | Indigenous Upland Restoration Sub-Total | 522 | 5.5 | Ground Cover Plantings |
| | Wetland Flow-Way Restoration from Farm Fields (37.442 Acres) | | | Upland Restors |
| 1.5 | Tree Plantings (Zone 1 - 27.95± Acres) | 487 | | Sı |
| 1.6 | Ground Cover Plantings (Zone 1 - 27.95# Acres) | 19.025 | | |
| 1.7 | Ground Cover Plantings (Zone 2 - 9.49s Acres) | 16,537 | | Wetland Flow-W |
| | Wedand Flow-Way Restoration from Farm Fields Sub-Total | 36,049 | 6.1 | Tree Plantings (Zone 1 - |
| | Upland Restoration from Farm Fields (84.46± Acres) | 1_5-6-1 | 6.2 | Ground Cover Plantings |
| 1.8 | Tree Plantings | 10.558 | 6.3 | Ground Cover Plantings |
| 19 | Ground Cover Plantings | 57.486 | | Wetland Flow-Way F |
| | Unland Restoration from Farm Fields Sub-Total | 68,044 | | Upland Res |
| | Sub-Phase R-1A Total | 108,406 | 6.4 | Tree Plantings |
| | Sub-Phase R-IB | 100,000 | 6.5 | Ground Cover Plentings |
| | Indigenous Upland Restoration (0.43± Acre) | | | Upland Restors |
| 2.1 | True Plantinus | 47 | | Sı |
| 2.2 | Ground Cover Plantings | 293 | | |
| | Indirenous Unland Restoration Sub-Total | 340 | | Indigeno |
| | Wetland Flow-Way Restoration from Farm Fields (3.10+ Acres) | | 7.1 | Tree Plantings |
| 2.3 | Tree Plantings (Zone 1 - 3.10± Acres) | 54 | 7.2 | Ground Cover Plantings |
| 2.4 | Ground Cover Plantings (Zone 1 - 3.10s Acres) | 2,111 | L | Indigenous \ |
| | Wetland Flow-Way Restoration from Farm Fields Sub-Total | 2,165 | | Indigen |
| _ | Unland Restoration from Form Fields (61,13a Acres) | | 7.3 | Tree Plantings |
| 2.5 | Tree Plantines | 7,642 | 7.4 | Ground Cover Plantings |
| 2.6 | Ground Cover Plantings | 41,610 | | Indigenous |
| | Upland Restoration from Farm Fields Sub-Total | 49,252 | - | Wetland Flow-Wa |
| _ | Sub-Phase R-1B Total | 51,757 | 7.5 | Tree Plantings (Zone 1 - |
| _ | Sub-Phase R-IC | - | 7.6 | Ground Cover Plantings |
| | Indigenous Wetland Restoration (3.36s Acres) | | 7.7 | Ground Cover Plantings |
| 3.1 | Tree Pluntings | 366 | 7.8 | Ground Cover Plantings |
| 3.2 | Ground Cover Plantings | 2,287 | | Wetland Flow-Way F |
| | | | 100 | Upland Rest |
| | | | 7.9 | Tree Plantings |
| | Indigenous Wetland Restoration Sub-Total | 2,653 | 7.10 | Ground Cover Plantings |
| | Wetland Flow-Way Restoration from Farm Fields (9.76s Acres) | | - | Upland Restors |
| 3.3 | Tree Plantings (Zone 1 - 9.24± Acres) | 161 | _ | Se |
| 3.4 | Ground Cover Plantings (Zone 1 - 9 24s Acres) | 6,290 | <u> </u> | |
| 3.5 | Ground Cover Plantings (Zone 2 - 0.52* Acre) | 907 | - | Upland Resi |
| | Wetland Flow-Way Restoration from Farm Fields Sub-Total | 7,358 | 8.1 | Tree Plantings |
| | Upland Restoration from Farm Fields (21.49* Acres) | | 8.2 | Ground Cover Plantings |
| 3.6 | Tree Plantings | 2,687 | | Su |
| 3.7 | Ciround Cover Plantings | 14,628 | | |
| | Upland Restoration from Farm Fields Sub-Total | | | Indigeno |

| No. | Description | Quantity |
|------|--|----------|
| | Sub-Phase R-1E | - |
| | Wetland Flow-Way Restoration from Farm Fields (24.72± Acres) | |
| 5.1 | Tree Plantings (Zone 1 - 9.39± Acres) | 164 |
| 5.2 | Ground Cover Plantings (Zone 1 - 9.39± Acres) | 6,392 |
| 5.3 | Ground Cover Plantings (Zone 2 - 15.33± Acres) | 26,714 |
| | Wetland Flow-Way Restoration from Farm Fields Sub-Total | 33,270 |
| 54 | Upland Restoration from Farm Fields (37.47± Acres) Tree Plantings | 4.684 |
| 5.5 | Ground Cover Plantings | 25,505 |
| 3.3 | Upland Restoration from Farm Fields Sub-Total | 30,185 |
| | Sub-Phase R-1E Total | 63,459 |
| | Sub-Phase R-2A | 63,455 |
| | Wetland Flow-Way Restoration from Farm Fields (6.72± Acres) | |
| 61 | Tree Plantings (Zone 1 - 4.78± Acres) | 84 |
| 6.2 | Ground Cover Plantings (Zone 1 - 4.78± Acres) | 3 254 |
| 6.3 | Ground Cover Plantings (Zone 2 - 1 94* Acres) | 3,381 |
| - | Wetland Flow-Way Restoration from Farm Fickla Sub-Total | 6,719 |
| | Upland Restoration from Farm Fields (6,34± Acres) | |
| 6.4 | Tree Plantings | 793 |
| 6.5 | Ground Cover Plantings | 4,316 |
| _ | Upland Restoration from Farm Fields Sub-Total | 5,109 |
| _ | Sub-Phase R-2A Total | 11,828 |
| | Sub-Phase R-2B | |
| | Indigenous Wetland Restoration (7.19a Acres) | |
| 7.1 | Tree Plantings | 783 |
| 7.2 | Ground Cover Plantings | 4,894 |
| | Indigenous Wetland Restoration Sub-Total | 5,677 |
| _ | Indigenous Upland Restoration (B.17# Acre) | |
| 73 | Tree Plantings | 19 |
| 7.4 | Ground Cover Plantings | 116 |
| | Indigenous Upland Restoration Sub-Total | 135 |
| 7.5 | Wetland Flow-Way Restoration from Farm Fields (62.202 Acres) | 545 |
| 76 | Tree Plantings (Zone 1 - 31 254 Acres) Ground Cover Plantings (Zone 1 - 31 254 Acres) | |
| 7.6 | | 21,271 |
| 7.8 | Ground Cover Plantings (Zone 2 - 29 92* Acres) Ground Cover Plantings (Zone 3 - 1.03* Acres) | 200 |
| /.8_ | Wetland Flow-Way Restoration from Farm Fields Sub-Total | 74,154 |
| | Upland Restoration from Farm Fields (39,14a Acres) | /4,134 |
| 79 | Tree Plantings | 4.893 |
| 110 | Ground Cover Plantings | 26,642 |
| | Upland Restoration from Farm Fields Sub-Total | 31,535 |
| _ | Sub-Phase R-2B Total | 111,501 |
| | Sub-Phase R-2C | (11,50) |
| | Upland Restoration from Farm Fields (\$0.90a Acres) | |
| 81 | Tree Plantings | 6,363 |
| 8.2 | Ground Cover Plantings | 34,647 |
| | Sub-Phase R-2C Total | 41,010 |
| _ | Sub-Phase R-2D | |
| - | Indigenous Wetland Restoration (0.95± Acre) | |
| 9,1 | Tree Plantings | 104 |
| 9.2 | Ground Cover Plantings | 647 |
| | Indigenous Wetland Restoration Sub-Total | 751 |
| | Indigenous Upland Restoration (0.20± Acre) | |
| 9.3 | Tree Plentings | 22 |
| 9.4 | Ground Cover Plantings | 137 |
| | Indigenous Upland Restoration Sub-Total | 159 |
| | Upland Restoration from Farm Fields (139,09± Acres) | |
| 9.5 | Tree Plantings | 17,387 |
| 9.6 | Ground Cover Plantings | 94,675 |
| | Upland Restoration from Farm Fields Sub-Total | 112,862 |
| | Sub-Phase R-2D Total | 112,972 |
| | | |

RESTORATION PLANTING SUMMARY BY ACTIVITY TYPE

| Activity | Acreage | Trees | Ground Cover | Total |
|---|---------|--------|-----------------|---------|
| Indigenous Wetland Restoration | 16.30± | 1,410 | 8,809 | 10,219 |
| Indigenous Upland Restoration | 1.46± | 526 | 3,283 | 3,809 |
| Wetland Flow-Way Restoration from Farm Fields | 158.79± | 1,609* | 176,447 | 178,056 |
| Upland Restoration from Farm Fields | 464.15± | 58,024 | 315,934 | 373,958 |
| Total | 640,70± | 61,569 | 504,473 | 566,042 |

*Based on Zone 1 acresse (92.20+ acres)

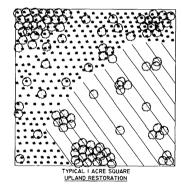


LEGEND:

- WETLAND TREE PLANTINGS
- # ZONE ! WETLAND GROUND COVER PLANTINGS
- ZONE 2 WETLAND GROUND COVER PLANTINGS
- * ZONE 3 WETLAND GROUND COVER PLANTINGS



- I. THREE PLANTING ZONES DEPICTED
- 2. TREES WILL BE CLUSTERED ON THE EDGE OF ZONE I. SPACED 30-50" APART.
- 3. INTERMITTENT AREAS OF OPEN WATER MAY OCCUR IN ZONE 3.
- 4. PLANT QUANTITIES WILL BE DETERMINED BY THE PLANTING INSTRUCTIONS PROVIDED ON APPENDIX D-).



LEGEND

UPLAND TREE PLANTINGS

■ UPLAND GROUND COVER PLANTINGS

UPLAND DIRECT SEEDING OF GROUND COVER

). IF UTILIZED, DIRECT SEEDING WILL NOT EXCEED 50 PERCENT OF THE GROUND COVER RESTORATION. 2. TREES PLANTINGS WILL BE CLUSTERED AND SCATTERED SO LOCATIONS MAY VARY.

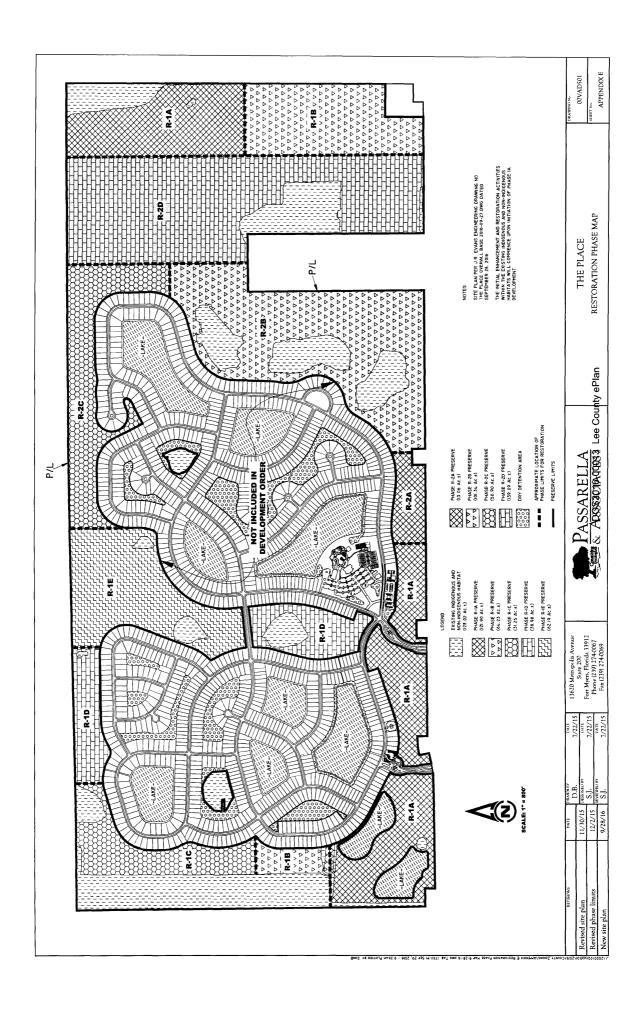
> 00VAD501 APPENDIX D-2

3. PLANT QUANTITIES WILL BE DETERMINED BY THE PLANTING INSTRUCTIONS PROVIDED ON APPENDIX D-I.

| S | | | | |
|----------------|-----------------------|-------------------|------------------------------|--------------------|
| REVISIONS | DATE DRAWN BY | DATE 13620 M | opolis Avenue | |
| g | D.B. | | | THE DIAGE |
| Revised charts | 7/7/16 DESIGNED BY | DATE TO A 4 | PASSARFIIA | THE PLACE |
| Revised charts | 9/28/16 S.J. | | Florida 33912 9) 274-0067 | DI ANITINIC DI ANI |
| Nevised Charts | 7/ 20/ TO REVIEWED BY | 10011 | | PLANTING PLAN |
| <u>> </u> | S.I. | 6/16/16 Fax (239) | 274-0069 | |

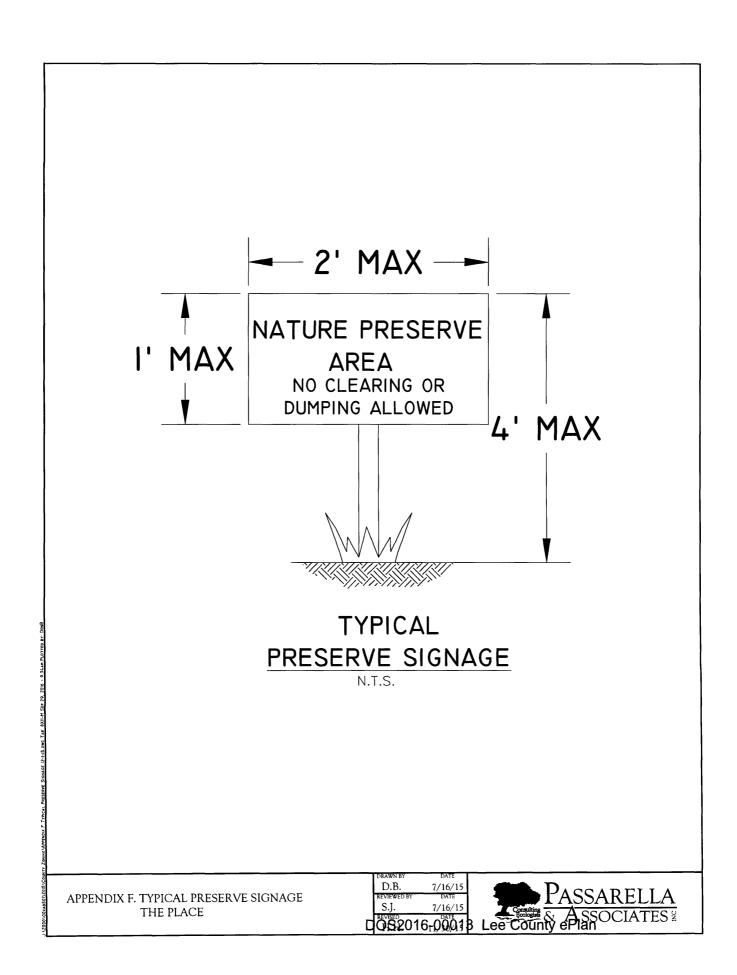
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APPENDIX E RESTORATION PHASE MAP



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APPENDIX F TYPICAL PRESERVE SIGNAGE



THE PLACE PROTECTED SPECIES MANAGEMENT AND HUMAN-WILDLIFE COEXISTENCE PLAN

Revised September 2016

Prepared For:

The Place at Corkscrew, LLC 4954 Royal Gulf Circle Fort Myers, Florida 33966 (239) 425-8662

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1.0 INTRODUCTION

This report documents the Protected Species Management and Human-Wildlife Coexistence Plan for The Place (f.k.a. Corkscrew Farms) (Project). The management plan contained in this report pertains to the Eastern indigo snake (*Drymarchon corais couperi*), American alligator (*Alligator mississippiensis*), crested caracara (*Caracara cheriway*), burrowing owl (*Athene cunicularia*), listed wading birds, Big Cypress fox squirrel (*Sciurus niger avicennia*), Florida black bear (*Ursus americanus floridanus*), and Florida panther (*Puma concolor coryi*).

The Project totals 1,361.27± acres and is located in Sections 23 and 24, Township 46 South, Range 26 East and in Section 19, Township 46 South, Range 27 East, Lee County (Appendix A). The property is bordered to the north by the Southwest Florida International Airport mitigation lands; to the east by Corkscrew Regional Mitigation Bank (CRMB); to the south by Corkscrew Road, agricultural lands, scattered single-family homes, a private golf course, and undeveloped lands; and to the west by scattered single-family homes and undeveloped lands along Burgundy Farms Road. A vast majority of the site was cleared for agriculture prior to 1970.

Currently, the property is predominantly improved pasture with numerous agricultural drainage ditches. There are widely scattered native forested uplands and wetlands that have been highly degraded by reduced hydroperiod and infestation by exotic plants. Cattle grazing is occurring within the improved pastures. Active sod harvesting is occurring within select areas of the improved pasture. Active row crops exist in the northwestern portion of the property, consisting of cucumbers, tomatoes, and watermelon with associated ditches, berms, water control structures, and reservoir.

2.0 LISTED SPECIES SURVEYS

Kevin Erwin Consulting Ecologists, Inc. (KECE) conducted a Lee County protected species survey (PSS) on the Project site in June and July 2014. The survey was conducted to meet Lee County Land Development Code (LDC) Chapter 10, Article III, Division 8 (Protection of Habitat) standards. Seven Lee County protected species were documented during the June and July 2014 survey and other fieldwork conducted by KECE. The protected wildlife species documented included the American alligator, crested caracara, burrowing owl, Florida sandhill crane (*Grus canadensis pratensis*), little blue heron (*Egretta caerulea*), Big Cypress fox squirrel, and Florida black bear. Although the Florida black bear is no longer listed by the Florida Fish and Wildlife Conservation Commission (FWCC), it was included in the survey results and in the management plan since it is still on the Lee County protected species list.

Table 1 summarizes the listed wildlife species observed that have been documented during the PSS and other fieldwork on the Project site.

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Table 1. Listed Wildlife Species Observed

| | G. C. L. | Listing Status | | | | | |
|--------------------------|-----------------------------|----------------|---------|--|--|--|--|
| Common Name | Scientific Name | USFWS | FWCC | | | | |
| Reptiles | | | | | | | |
| American alligator | Alligator mississippiensis | FT(S/A) | FT(S/A) | | | | |
| | Birds | | | | | | |
| Crested caracara | Caracara cheriway | FT | FT | | | | |
| Burrowing owl | Athene cunicularia | | SSC | | | | |
| Florida sandhill crane | Grus canadensis pratensis | | ST | | | | |
| Little blue heron | Egretta caerulea | | SSC | | | | |
| Mammals | | | | | | | |
| Big Cypress fox squirrel | Sciurus niger avicennia | | ST | | | | |
| Florida black bear | Ursus americanus floridanus | | * | | | | |

FWCC - Florida Fish and Wildlife Conservation Commission

USFWS - U.S. Fish and Wildlife Service

FT - Federally Threatened

FT(S/A) - Federally Threatened Due to Similarity of Appearance

SSC - State Species of Special Concern

ST - State Threatened

3.0 CONSERVATION AREAS

The proposed conservation areas total 766.38± acres, which will be comprised of 261.57± acres of wetlands and 489.39± acres of uplands following the completion of the restoration activities. The remaining 15.42± acres include lakes in the southwest corner that will remain as part of the indigenous restoration area. The conservation areas will be maintained in accordance with the Indigenous Preservation, Restoration, and Management Plan provided under separate cover. The conservation areas will be managed to provide habitat for listed species.

The Project has been designed to minimize impacts to the listed species that have been identified on the property and other listed wildlife species that could potentially utilize the site. The site plan minimizes impacts to existing native vegetation habitats, and limits the majority of the development to the upland farm fields. Furthermore, the development areas have been strategically located to avoid historic flow-ways and wetlands on the property.

The conservation areas will be managed for listed species based on habitat type and current listed species utilization. Target listed species include the Eastern indigo snake, American alligator, crested caracara, burrowing owl, state-listed wading birds, wood stork (*Mycteria americana*), Big Cypress fox squirrel, Florida black bear, and Florida panther.

Of the 766.38± acres of conservation area, 749.04± acres will be placed in a conservation easement or other equivalent deed restriction with inspection, enforcement, and approval

^{*}No longer listed by the FWCC; however, certain protection measures still apply.

rights granted to Lee County with third party enforcement rights granted to the South Florida Water Management District (SFWMD) and the U.S. Fish and Wildlife Service (USFWS). A total of 3.47± acres of wetlands in the northwest portion of the Project site will be used for SFWMD and U.S. Army Corps of Engineers (COE) wetland mitigation. The wetland mitigation area will be placed under conservation easement granted to the SFWMD with third party enforcement rights granted to the COE, Lee County, and the USFWS. The total preserve area to be placed under conservation easement is 752.51± acres. The remaining 13.85± acres of conservation area includes land that will be restored within the rear lot setback but not placed under conservation easement.

4.0 WILDLIFE FENCING AND CROSSINGS

Large mammals, such as bear and panther will be excluded from the residential communities by a six-foot chain link fence as shown on Appendix B. The location of the wildlife control fence was designed in coordination with the FWCC and USFWS.

Where roads cross the preserves, small animal crossings will be provided. The location of the road crossings are internal to the proposed wildlife control fencing. Since large mammals will be excluded from the development area by the use of wildlife control fencing, the wildlife crossings will be sized for small to medium sized wildlife. The crossings will be 48-inch pipe culverts to accommodate use by small and medium mammals, amphibians, and reptiles. The wildlife crossings will be placed to the outside of the wetland flow-ways to allow for dry passage by wildlife. The invert of the wildlife crossings will be at natural grade. A section of low-level chain link fencing (i.e., three to four feet tall), or other structures approved by DES, will be installed on either side of the invert to direct wildlife through the crossings.

An aerial depicting the proposed locations of the wildlife control fencing and wildlife crossings is provided as Appendix B. A typical cross-section for the wildlife crossings is also included on Appendix B.

5.0 EASTERN INDIGO SNAKE MANAGEMENT PLAN

The Eastern indigo snake has not been observed on-site; however, the following plan outlines the protection guidelines that will be implemented for the Eastern indigo snake during clearing operations for the Project. The plan provides educational material and guidelines for construction personnel to follow in the event they encounter an Eastern indigo snake. The plan has been prepared following the guidelines established by the USFWS. The Eastern indigo snake is a federally threatened species and is listed by the Endangered Species Act (ESA). It is unlawful for anyone to injure, harm, harass, or kill this species. Persons who knowingly violate provisions of the ESA, that afford this species protection, may be subject to fine and/or imprisonment.

5.1 Biology

The Eastern indigo snake is a large, non-venomous, glossy black snake with smooth iridescent scales. The chin and throat may be rusty or white-blotched. The juvenile snakes are similar to the adults, but may be lighter and exhibit a blotched dorsal pattern. Adults can grow to lengths over eight feet. The Eastern indigo snake might be confused with the black racer (*Coluber constrictor*), but the black racer exhibits a white or brown throat and is smaller and lighter in build.

The Eastern indigo snake inhabits a range of habitat types including pine flatwoods and wet prairies. Individuals are wide ranging and may utilize an area of 250 acres or more. Eastern indigo snakes are known to shelter in gopher tortoise (*Gopherus polyphemus*) burrows. The Eastern indigo snake is diurnal (active only during the daytime) and will actively search for prey. Prey may include frogs, snakes, birds, and small mammals. Very little is known of the reproduction of this species in the wild. Breeding is believed to occur during the winter and early spring months with up to 11 large white eggs being deposited in late spring and early summer.

5.2 Management Plan

The USFWS' Standard Protection Measures for the Eastern Indigo Snake (2013) will be followed prior to and during construction activities. The Standard Protection Measures include the placement of posters at strategic locations on the construction site and along proposed access roads clearly visible to construction staff. The posters include a description and photograph of the Eastern indigo snake, its protection status, and instructions in the event that one is observed. In addition, informational brochures will be provided to all construction staff.

The Project will preserve, enhance, and restore 128.02± acres of existing vegetation on-site through the removal of exotic vegetation. In addition, approximately 158.79 acres of wetlands and 464.15 acres of uplands will be restored by converting existing farm fields to native habitats. The preserve areas will be maintained per the Indigenous Preservation, Restoration, and Management Plan, and will provide habitat for the Eastern indigo snake.

Problematic encounters between future residents and Eastern indigo snakes are not anticipated. Construction personnel, maintenance staff, and homeowners will be informed that the Eastern indigo snake is a protected species.

6.0 AMERICAN ALLIGATOR MANAGEMENT PLAN

One American alligator was observed during the PSS. This small, approximately four-foot individual was observed in a cow pond near the northern property boundary. No other alligators were observed; however, potential nesting and foraging habitat (i.e., wetlands, agricultural ditches and cow ponds) exists on-site. The following plan outlines the protection guidelines that will be implemented for the American alligator during clearing operations for

the Project. The American alligator is listed as threatened (due to similarity of appearance) by the USFWS and the FWCC.

6.1 Biology

The American alligator is a reptile with an elongated, armored, lizard-like body with a muscular flat tail. Adult alligators are dark with a pale underside while juveniles have bright yellow stripes and blotches. The average size for adults is 8.2 feet for females and 11.2 feet for males. The body weight can reach up to one-half ton. American alligators inhabit all counties in the state of Florida and are most common in the major river drainage basins and large lakes in the central and southern portions of the state. They also can be found in marshes, swamps, ponds, drainage canals, phosphate-mine settling ponds, and ditches. Alligators are tolerant of poor water-quality and occasionally inhabit brackish marshes along the coast. A few even venture into saltwater. Individuals are wide ranging and some males may utilize an area of two square miles or more. Individuals of both sexes are most likely to become more active and extend their ranges during the April to May courtship and breeding season. Prey may include frogs, snakes, birds, and small mammals, although alligators are opportunistic feeders and may prey on what is readily available. Larger individuals often prefer carrion to fresh meat.

6.2 Management Plan

The proposed Project will not impact the alligator. Alligators commonly move from water body to water body in response to factors such as season, disturbances, food supply, etc. The American alligator is listed as a federally threatened species (by similarity of appearance). Only representatives of the FWCC are authorized to handle nuisance alligators. If an alligator is present within the limits of construction at the time of clearing, work within the immediate vicinity of the alligator will be halted and the animal will be allowed to move out and into safer territory. Once the alligator has moved, work can be restarted. If an active alligator nest is found, it will be temporarily protected with an adequate buffer zone until the hatchlings leave the nest.

Extensive, high quality American alligator habitat will be provided throughout the property through wetland preservation, enhancement, and restoration. This includes the removal of exotics in approximately 102.33 acres of existing wetlands on the property. These wetlands are predominantly cypress forests, some with interior depressional marshes, and hydric pine habitats. Invasive exotic removal will result in wetland preserves that are more suitable as habitat, and provide suitable habitat for alligator prey species. In addition, approximately 158.79 acres of historic wetland flow-ways will be restored from pastures on-site. Following the completion of the restoration activities, the conservation areas will consist of 261.57± acres of wetlands and 15.42± acres of lake that will serve as potential foraging, resting, basking, and nesting habitats for the alligator. The preserve areas will be maintained per the Project's Indigenous Preservation, Restoration, and Management Plan.

7.0 CRESTED CARACARA MANAGEMENT PLAN

While no nesting activity has been observed on-site, crested caracaras have been observed flying over the site. The following management plan outlines the protection guidelines that will be implemented for the crested caracara prior to clearing activities on the Project and addresses habitat enhancement and restoration on the site. The crested caracara is listed as threatened by the USFWS and the FWCC.

7.1 Biology

The crested caracara is a large, non-migratory raptor that feeds both on prey and carrion and is often found with flocks of turkey vultures (*Cathartes aura*) and black vultures (*Coragyps atratus*). The population of crested caracara found in peninsular Florida is genetically isolated from other populations of crested caracara subspecies found in the Southwestern United States and portions of Central and South America (USFWS 1999). While other subspecies of crested caracara are not listed as threatened or endangered, the crested caracara subspecies found in Florida was listed in July 1987, as threatened under the ESA.

Crested caracaras primarily use open habitats including native prairies; grasslands and pastures with their associated freshwater marshes; and small clumps of cabbage palms (Sabal palmetto), live oak (Quercus spp.) hammocks, and cypress (Taxodium spp.). Cabbage palms in open habitats are of high importance for nesting (Rodgers et al. 1996, Morrison 2001). The primary nesting season for the crested caracara is November through April. Egg laying typically occurs December through February. Clutch size is one to three eggs and incubation ranges from 28 to 32 days. Caracara young fledge at age seven to eight weeks, mostly in March and April (Wood 2001).

7.2 Management Plan

Prior to clearing activities, a qualified ecologist will survey the construction impact area and adjacent habitats for the presence of crested caracara nests. Any potential nests will be monitored during the nesting season (September through June) to determine if they are currently being used by caracaras. In the event an active nest is found, a no-entry buffer zone extending 300 meters (985 feet) outward from the active nest will be established until the young fledge. This distance is defined as the Primary Zone by the FWCC and the USFWS (Morrison 2001, USFWS 2004). Also, the FWCC, USFWS, and Lee County Government will be immediately informed of the location of the nest.

The Project will have no adverse impacts on the crested caracara. The completed Project will preserve, enhance, and restore 750.96± acres of native habitat. The majority of the preserve is being restored to open freshwater marsh and pine habitat. The pine restoration areas will be planted with widely spaced trees (primarily slash pine (*Pinus elliottii*)) providing a significant amount of open canopy habitat that is highly suitable for caracaras. Scattered clumps of cabbage palms also may be planted within select locations of the restoration areas; however, cabbage palms will eventually seed into the restored areas naturally. In the long

term, the presence of mature cabbage palms will provide increased nesting habitat for caracaras.

The preservation, enhancement, and restoration of 750.96± acres of native habitat will significantly increase biological diversity and species richness of wildlife on-site. This will provide a significantly increased prey base for resident caracaras.

Problematic encounters between future residents and crested caracaras are not anticipated. Should a caracara choose to nest adjacent to the community or close to approved access areas within the preserves, the nest will be left undisturbed. If unanticipated nest disturbance is noted, then an appropriate no-entry buffer zone will be established around the nest with signage until the young fledge.

8.0 BURROWING OWL MANAGEMENT PLAN

During the PSS conducted by KECE in June and July 2014, 14 active and 2 inactive/old burrowing owl burrows were observed within the improved pastures on the Project site. Several individual burrowing owls, including young, were observed within and around the active burrows.

The following management plan outlines the protection guidelines that will be implemented for the burrowing owl prior to clearing activities on the Project and addresses habitat enhancement and restoration on the site. The burrowing owl is listed as a species of special concern by the FWCC and is not federally listed.

8.1 Biology

The burrowing owl lives and breeds in varied habitats throughout the Florida peninsula with the primary natural habitat occurring in dry prairie and during the dry season the edges of depressional marshes. Presently, the burrowing owl inhabits several ruderal areas including pastures, golf courses, airports, athletic fields, school campuses, vacant areas in residential or industrial neighborhoods, and road Right-of-Ways (Hipes *et al.* 2001). One of the largest sub-populations of burrowing owls is located on the Cape Coral peninsula in Lee County.

Burrowing owls nest and inhabit underground burrows that they excavate or adopt from other burrowing animals, such as gopher tortoises. Culverts, PVC pipes, and spaces underneath sidewalks and roofs also serve as nesting locations for the burrowing owl. Predominately, the burrowing owl is non-migratory and resides within the vicinity of the burrow. They are mostly monogamous and territorial around their burrows. During the nesting season, burrows are adorned with various materials such as grasses and palm fronds before egg laying. Subsequent to the laying of eggs, the entrance to the burrow is decorated with highly visible non-natural objects, such as tinfoil and plastics.

In Southern Florida, the burrowing owl feeds primarily on the brown anole (*Anolis sagrei*), marine toad (*Bufo marinus*), and Cuban treefrog (*Osteopilus septentrionalis*). To a lesser

extent, other amphibians, small rodents, insects, arachnids, and crayfish provide supplemental sustenance. The majority of foraging occurs at dusk, but they also will hunt from perches or burrow entrances during the day. Fence posts serve as a main source for perching (Wood 2001).

8.2 Pre-Construction Surveys

Prior to clearing activities, a qualified biologist will survey the construction impact area and adjacent habitats for the presence of owl burrows. Inactive (i.e., contains no eggs or flightless chicks) nest burrows within the proposed impact area will be removed with an FWCC permit and in accordance with State and Federal regulations. Nest burrows can generally be considered inactive from July 10 to February 15, although some nesting occurs as early as October each year. Between February 15 and July 10, burrows attended by one or more burrowing owls are considered active nests unless information is available to suggest otherwise (i.e., proof that young fledged from the nest prior to July 10). Burrows within the impact area that are determined to be active will be temporarily protected from clearing by a 50-foot radius undisturbed buffer (staked and/or roped-off) until the young fledge, as confirmed by a qualified biologist. These burrows will then be removed, with an FWCC permit and in accordance with state regulations.

8.3 Management Plan

Efforts will be made to leave existing burrows within the conservation areas undisturbed, where feasible. This includes the existing burrows located in the berm along the northern property boundary. The proposed restoration activities will restore approximately 464.15 acres of open upland habitat in the conservation area. Prescribed fire will be utilized to minimize encroachment of woody shrubs and maintain potential burrowing/nesting habitat for burrowing owls. T-perches and starter holes will be used in these locations to further attract burrowing owls.

The burrows, owls, and their eggs are protected from harassment and/or disturbance by state law. Burrowing owls are also protected by the federal Migratory Bird Treaty Act. Residents will be notified that the Florida burrowing owl is a protected species and instructed to report malicious destruction or harassment of burrowing owls or their nests to 888-404-FWCC (3922).

9.0 WOOD STORK AND WADING BIRD MANAGEMENT PLAN

Although no nesting activity was observed, two little blue herons were observed during the PSS. It is anticipated that wading birds such as the wood stork, snowy egret (Egretta thula), tri-colored heron (Egretta tricolor), white ibis (Eudocimus albus), limpkin (Aramus guarauna), roseate spoonbill (Ajaia ajaja), and Florida sandhill crane may utilize the wetlands on the property. The following management plan has been prepared for the purpose of addressing the management of potential wading bird habitat on the site.

9.1 Management Plan

The Project will not directly impact wetlands that provide suitable nesting habitat for wading birds. The Project proposes significant enhancement, restoration, and preservation of wading bird habitat. Extensive foraging areas will be provided through the preservation, enhancement, and restoration of $102.33\pm$ acres of existing forested and herbaceous wetlands. Enhancement of the existing wetlands in the conservation areas through the removal of invasive exotic plants will result in habitats that are more suitable for wading bird foraging and roosting. In addition, the Project proposes the restoration of wetland flow-ways from $158.79\pm$ acres of farm fields within the conservation areas. The grading plan for wetland flow-way restoration areas includes the establishment of wading bird foraging habitat. These areas will be graded to varying depths to allow the concentration of prey for wading birds at alternating times of the year as water levels seasonally rise and recede.

In addition, within the developed community, littoral shelves will be constructed along the lake edges and planted with native wetland vegetation per LDC requirements. Also, dry detention areas within the development will contribute to increased habitat support for wading birds by providing temporary foraging areas during the wet season. These additional wetland features will provide quality foraging habitat for wading bird species.

Problematic encounters between future residents and wading birds are not anticipated. Construction personnel, maintenance staff, and homeowners will be informed that the wading birds are a protected species.

If an active sandhill crane nest is observed during construction, restoration, or maintenance activities; a 400-foot buffer will be provided to the nest to avoid disturbance. If maintaining a 400-foot buffer is not possible, FWCC staff will be contacted to discuss methods to reduce disturbance to the nest.

10.0 BIG CYPRESS FOX SQUIRREL MANAGEMENT PLAN

The following management plan has been prepared for the purpose of addressing the conservation of Big Cypress fox squirrel habitat on the Project site and outlines the protection guidelines that will be implemented for the Big Cypress fox squirrel prior to, during, and after construction of the Project. The Big Cypress fox squirrel is listed as threatened by the FWCC. There is no federal listing for the Big Cypress fox squirrel in Florida.

10.1 Biology

The Big Cypress fox squirrel lives and breeds in varied habitats in Southwest Florida including cypress swamps, pine flatwoods, tropical hardwood forests, live oak woods, mangrove forests, and suburban habitats, including golf courses, city parks, and residential areas in native vegetation (Humphrey 1992). Dense cypress/hardwood swamps are avoided. This may be due to the competition for food and habitat with the gray squirrel (*Sciurus*

carolinensis). Little data is available on the preferred forage habitat of the Big Cypress fox squirrel. Big Cypress fox squirrels prefer to feed on the male and female cones of slash pine. Cabbage palm fruits, bromeliad (*Bromeliaceae* sp.) buds, and acorns are also important food items. A smaller percentage of the diet may consist of seasonal fruits, berries, and seeds (Humphrey 1992).

Big Cypress fox squirrels often form platform nests in pines, hardwoods, and moss and stick nests in cypress, tops of cabbage palms, and large clumps of bromeliads. Cabbage palms and bromeliads are especially important because they can provide immediate shelter, which allows the squirrel to travel over large areas without requiring a daily return to a permanent nesting facility (Humphrey 1992).

Big Cypress fox squirrels are solitary animals. Interaction between animals occurs primarily during mating season. Mating chases occur frequently throughout the months of May through August. During the non-mating season, interactions are infrequent and often occur around food sources. Young remain in the nest for approximately 90 days. Home ranges are 40 hectares or approximately 100 acres for males and 20 hectares or approximately 50 acres for females (Humphrey 1992).

10.2 Pre-Construction Surveys

Potential Big Cypress fox squirrel nests have been observed in trees throughout the site. In addition, individual Big Cypress fox squirrels have been observed on the property. As such, a qualified ecologist will be on-site to supervise Big Cypress fox squirrel management and monitoring activities as detailed in this plan. Prior to clearing activities, the preserve areas will be staked in the field and clearly identified with silt fencing or an equivalent barrier. The fencing will be inspected by the preserve manager prior to clearing activities. The operation and storage of construction equipment and the stock-piling of fill and construction material will be prohibited within the fenced preserve areas. The fencing identifying the limits of the preserves will be maintained for the duration of construction activities.

Also, prior to commencement of clearing activities in the development area and removal of exotic trees within the preserve areas, a survey will be conducted by a qualified ecologist to identify potential Big Cypress fox squirrel nests. If potential nests are identified within the clearing limits or within the preserve areas, observations will be conducted to determine if the nests are being utilized by Big Cypress fox squirrels. The FWCC will be notified of nests determined to be utilized by Big Cypress fox squirrels. Active nests will be temporarily protected from clearing by a 125-foot radius undisturbed buffer until any juvenile fox squirrels have vacated the nest(s), as confirmed by a qualified ecologist. After completion of nesting and observations document that any juvenile fox squirrels have vacated the nest(s), a written request to remove the nest tree(s) will be made to the FWCC. After receipt of the written authorization from the FWCC, the nest tree and buffer can then be cleared.

10.3 Management Plan

Enhancement and restoration of the preserve areas will be conducted as detailed in the Indigenous Preservation, Restoration, and Management Plan. Prescribed fires will be used within the preserved habitats to help maintain an open understory. The preserve areas will provide foraging and nesting habitats for Big Cypress fox squirrels.

Problematic encounters between future residents and Big Cypress fox squirrels are not anticipated. The typical nest location high within the tree canopy, will ensure against disturbance to fox squirrel nests. Construction personnel, maintenance staff, and homeowners will be informed that the Big Cypress fox squirrel is a protected species.

11.0 FLORIDA BLACK BEAR MANAGEMENT PLAN

Florida black bear sign was documented on the west side of the Project site during the PSS, and Florida black bears are well documented within the general vicinity of the Project. The following habitat management plan has been prepared for the purpose of addressing the conservation of Florida black bear habitat on the Project site. The Florida black bear is not listed by the FWCC or the USFWS. However, the FWCC and the Lee County LDC have specific management activities for this species.

11.1 Biology

The Florida black bear is a subspecies of the American black bear (*Ursus americanus*). The Florida black bear is a solitary animal that inhabits heavily wooded terrain and is most often found in large tracts of swamp forest and undisturbed upland forest. Some of the most important habitat types for the Florida black bear include pine flatwoods, hardwood swamps, cypress swamps, cabbage palm forests, sand pine (*Pinus clausa*) scrub, and mixed hardwood hammocks. Denning often occurs in remote swamps or thickets with dense vegetation. Adult females breed in alternating years during the months of June and July. In Florida, hibernation may be restricted to females producing cubs. Hibernation most often occurs during the winter months. The diet of Florida black bears is highly variable and includes both plants and animals including saw palmetto (*Serenoa repens*), berries, honey bees (*Apis* sp.), ants (*Formicidae* sp.), armadillo (*Dasypus novemcinctus*), feral hog (*Sus scrofa*), and white-tailed deer (*Odocoileus virginianus*) (Humphrey 1992).

11.2 Management Plan

In order to deter the potential for interactions between humans and large mammals, such as the Florida black bear, six-foot chain link fencing will be constructed as shown on Appendix B to deter large mammals from accessing the residential area.

The preserved, enhanced, and restored habitat within the conservation area will provide quality habitat and wildlife corridors for the Florida black bear and associated prey species. Enhancement activities will provide higher quality habitat for the Florida black bear than

exist in the currently degraded condition. The Project's on-site conservation areas will provide habitat connectivity to the Airport Mitigation Park to the north and the CRMB to the east.

12.0 FLORIDA PANTHER MANAGEMENT PLAN

Although no Florida panthers were observed during the PSS, the property is located within both the USFWS' Primary and Secondary Zones for the Florida Panther. In addition, FWCC Florida panther telemetry has been recorded on the Project site and adjacent properties. The following habitat management plan has been prepared for the purpose of addressing the conservation of Florida panther habitat on the Project site. The Florida panther is listed as endangered by the FWCC and the USFWS.

12.1 Biology

The Florida panther is a large, long-tailed cat with a great deal of color variation: pale brown or rusty upper parts; dull white or buff-colored under parts; and dark brown or blackish tail tip, back of ears, and sides of nose. Mature males have an average weight range between 100 to 150 pounds and measure nearly seven feet from nose to tip of tail. Females are considerably smaller with a weight range of 50 to 100 pounds and measuring about six feet (USFWS 1987). Panthers subsist on a variety of mammalian prey dominated by white-tailed deer, feral hog, and in some areas raccoon (*Procyon lotor*) (Maehr 1988a). Existing data on Florida panther reproduction indicates that breeding occurs throughout the year with a peak in the winter/spring period, a gestation period of around 90 to 95 days, litter sizes of one to four kittens, and a breeding cycle of two years for females successfully raising young to dispersal (which occurs around 18 to 24 months) (Belden 1988, Maehr 1988b).

In terms of population size and occupied range, the Florida panther population is at least stable and at best expanding as evidenced by natality rates exceeding mortality rates and by recent dispersals north of the Caloosahatchee River (Land et al. 2000). According to Maehr et al. (1991), home ranges average 200 square miles for resident adult males, 75 square miles for adult females, 241 square miles for transient males, and 69 square miles for sub-adult females. Florida panthers inhabit large remote tracts of land with adequate prey and cover and occupy a variety of habitat types including hardwood hammocks, pine flatwoods, mixed hardwood swamps, and cypress swamps. Appropriate cover is an important component of habitats used, especially during hunting, denning, and day-bedding. Recent information based on global positioning system (GPS) telemetry data collected during nocturnal and diurnal periods indicate that forests are the habitats selected by panthers (Land et al. 2008).

12.2 Management Plan

In order to deter the potential for interactions between humans and large mammals, such as the Florida panther, six-foot chain link fencing will be constructed as shown on Appendix B to deter large mammals from accessing the residential area. The proposed location of the wildlife control fencing is depicted on Appendix B.

The preserved, enhanced, and restored habitat within the conservation area will provide quality habitat and wildlife corridors for the Florida panther and associated prey species. Enhancement activities will provide higher quality habitat for the Florida panther than exists in the currently degraded condition. The Project's on-site conservation areas will provide habitat connectivity to the Airport Mitigation Park to the north and the CRMB to the east.

13.0 PRESCRIBED FIRE

Prescribed burning will be used as a management tool to maintain the native vegetation communities within the conservation areas. Prescribed burns help maintain vegetative communities in their natural state, reduce fuel loads and the danger of wildfire, aid with the eradication and control of exotic and nuisance vegetation species, and improve wildlife habitat. The objectives of prescribed burning in the conservation areas will be to aid in the control of exotic vegetation and woody shrubs (i.e., wax myrtle (*Myrica cerifera*) and saltbush (*Baccharis halimifolia*)), and to stimulate the growth and diversity of herbaceous vegetation.

The burning frequency for the conservation areas will be two to four years, which is consistent with the natural fire regime for mesic flatwoods, wet flatwoods, and wet prairies described by Florida Natural Areas Inventory (FNAI) in the *Guide to the Natural Communities of Florida* (FNAI 2010). The edges of the Project's freshwater marshes will be burned when the fire moves through the adjacent pine and prairie habitats. The fire will be allowed to extinguish naturally within the wetter marsh habitats.

Prescribed burning is typically conducted during the winter or early spring when temperatures are reduced and wind direction is more constant. The initial burn is anticipated to occur during the late winter. Winter burns are preferred to reduce high fuel loads. Growing season burns also may be conducted as conditions allow. Changes in annual weather cycles determine when burn permits will be available and burns may be conducted only on the day(s) of Florida Forest Service (FFS) permission. The hand treatment methods described in the Indigenous Preservation, Restoration, and Management Plan may be utilized in conjunction with burning activities or in cases where burn permits are not obtainable from the FFS.

Fire breaks will be installed in strategic locations in order to safely ignite and control prescribed fires. Fire breaks will be co-located with maintenance trails, access roads, easements, fence lines, property boundaries, phase limits, and natural habitat boundaries. A 12-foot wide fire break will be established directly adjacent to and inside (i.e., the restoration side) of the wildlife control fence, or other alternative design, discussed previously. Fires will be excluded from the planted tree clusters with the use of temporary firebreaks until such time that the plantings are mature enough to survive fires. Fires will be allowed to extinguish naturally within the wetter preserve areas, such as the cypress and marsh habitats.

Controlled burns will be conducted only when authorized with a permit by the FFS. Coordination with the Estero Fire District, Lee County Port Authority, and the SFWMD will

occur before burning. Burning will not be conducted if smoke is anticipated to encroach upon Corkscrew Road, the Project's residential lots, or the Burgundy Farms subdivision. Appendix C provides further information regarding prescribed burning.

14.0 HUMAN-WILDLIFE COEXISTENCE PLAN

The following Human-Wildlife Coexistence Plans will be incorporated into the declaration of covenants of the Project's Community Development District documents.

As previously noted, the USFWS' Standard Protection Measures for the Eastern Indigo Snake (2013) will be followed prior to and during construction activities. The USFWS' Standard Protection Measures, including the poster and brochure, can be found at http://www.fws.gov/verobeach/listedspeciesreptiles.html. A copy of the brochure is provided as Appendix D.

Signs will be posted on the subject property to instruct on-site workers and homeowners not to feed or harass the American alligator. The signs will indicate that the offense is punishable by law. The typical signage is provided as Appendix E. The FWCC's educational brochure entitled "A Guide to Living with Alligators" (Appendix F) will be provided to homeowners and maintenance staff. The brochure be can found http://myfwc.com/media/152524/Alligator Brochure.pdf. Construction personnel and homeowners will be instructed that in the event there is a problem with a persistent nuisance alligator, they should contact the FWCC's Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). The FWCC is the only agency empowered to handle nuisance alligators.

A wading bird informational brochure entitled "Wading Bird Informational Pamphlet" (Appendix G) will be provided to homeowners and maintenance staff. The brochure provides wading bird information and methods to prevent human-wading bird interactions. In addition, the brochure informs residents of the need to avoid disturbance around a nest(s), should a wading bird nest(s) be identified on the property in the future.

Residents will be educated about the presence of black bears in their community. FWCC's educational brochure entitled "A Guide to Living in Bear Country" (Appendix H) will be provided to homeowners and maintenance staff. This brochure can be found at http://myfwc.com/wildlifehabitats/managed/bear/brochures/.

Garbage and recyclables will be stored in bear-resistant containers with appropriate locking mechanisms, and bear-resistant dumpsters will be used in areas where communal garbage is collected. A list of companies obtained from the FWCC that provide bear-resistant garbage containers for commercial and residential use is provided as Appendix I. Bear resistant receptacles will be required for each residential unit. Please note that Lee County Ordinance No. 11-27 requires individual trash receptacles for residential units of 40 gallons or less in size. In consultation with the local waste disposal company, bear-resistant dumpsters will be purchased from one of the listed companies or another company that is able to provide bear-resistant dumpsters which are compatible with local equipment. Units that have curbside

garbage service will be required to place garbage containers curbside no earlier than the morning of the days of garbage pickup and garbage containers will be returned to their permitted location no later than the evening of the days of garbage pickup. For units with curbside garbage service, all garbage, trash refuse, or rubbish will be required to be placed in appropriate garbage containers and stored inside an enclosed area except for the days when there is curbside garbage pickup service. For units without curbside garbage service, all garbage, trash refuse, or rubbish will be placed in bear-resistant dumpsters with the lid closed and secured.

Residents will be educated about the presence of Florida panthers in their community. The educational brochure entitled "A Guide to Living with Florida Panthers" (Appendix J), prepared by the FWCC and the USFWS, will be provided to homeowners and maintenance staff. This brochure provides safety tips and instructions for panther encounters. The brochure can be found on the FWCC website located at http://myfwc.com/conservation/youconserve/wildlife/panthers/.

15.0 PRESERVE SIGNAGE AND COMMUNITY EDUCATION PLAN

Signs identifying the preserve as a "nature preserve area" will be installed along the boundary of the preserve. The signage will include language stating, "No dumping allowed" (Appendix E). The signs will be spaced up to 300 feet apart, be no closer than ten feet from residential property lines, and be limited to a maximum height of four feet and a maximum size of two square feet. A map depicting the location of the preserve and alligator signs is included as Appendix K.

Periodic seminars will be held to further educate the community about the preservation areas, wetland benefits, coexistence with and protection of wildlife, and the benefits of prescribed fire. Community informational and educational brochures, such as those describing the benefits of preserve areas, may be created and provided as needed to keep residents in compliance with conservation easements, wildlife regulations, etc. Continued education will ensure that the community is well-informed regarding the preserves and wildlife coexistence.

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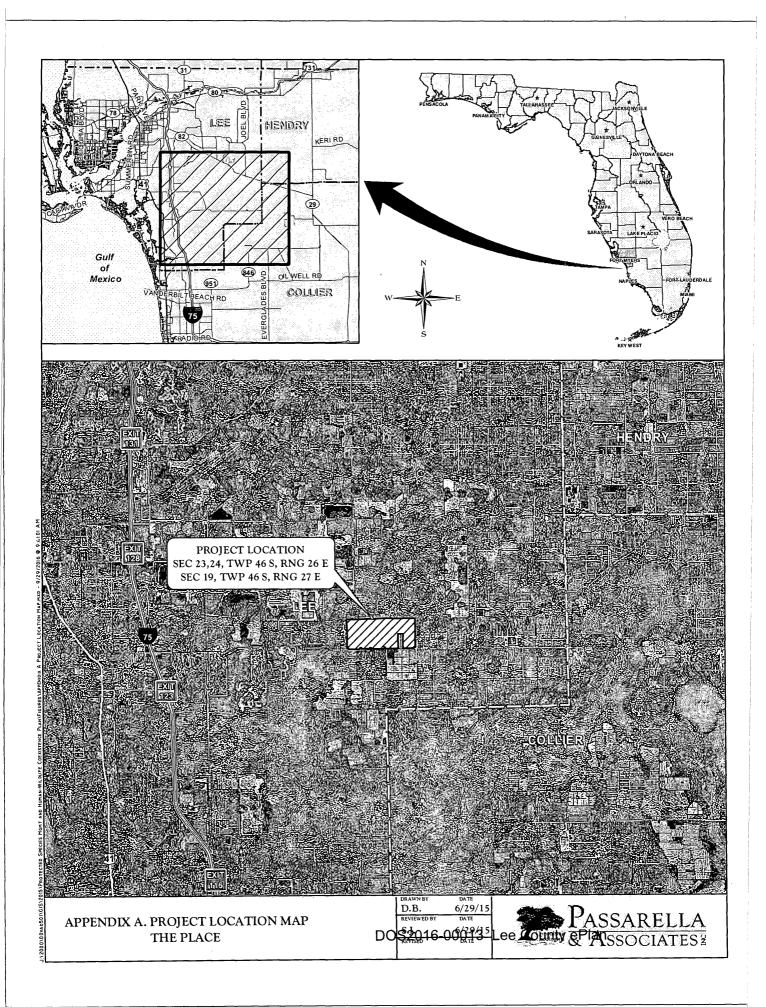
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APPENDIX A PROJECT LOCATION MAP

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APPENDIX B

AERIAL WITH PROPOSED WILDLIFE CROSSINGS, CROSS-SECTION, AND FENCING MAP

APPENDIX C PRESCRIBED BURNING INFORMATION

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Florida Landowner Assistance Program Practice Standard - Prescribed Burning



Definition

The controlled application of fire in accordance with a written prescription for vegetative fuels under specified environmental conditions while following appropriate precautionary measures that insure that the fire is contained to a predetermined area to improve habitat for resident and migratory wildlife species.

Purposes

This practice may be applied as part of a conservation management system to support one or more of the following purposes:

- To improve habitat for various wildlife species, including imperiled species.
- To control invasive and/or exotic vegetation.
- □ To control plant diseases affecting native vegatation.
- □ To reduce wildfire hazards.
- □ To enhance native ground cover plants and seed production.
- □ To restore and maintain fire dependent ecological sites.

Conditions Where Practice Applies

This practice may be applied on any private land, where deemed needed, to improve overall wildlife habitat conditions.

Criteria

I. General Criteria Applicable to All Purposes

The method(s) of prescribed burning to improve wildlife habitat structure and composition shall be determined by the assigned biologist conducting the Needs Assessment. Application of the prescribed treatment will be based on the GIS analysis, site examination, and local wildlife species present. The landowner shall obtain all necessary burn authorizations and/or permits before implementation of the practice. Planning and application shall compy with all Federal, State, and local laws, rules, and regulations. The procedure, equipment, and number of trained personnel shall be adequate to accomplish the intended purposes as stated in the burn plan. The expected weather conditions, human and vehicular trafifc that may be impeded by heat or smoke, liability, and safety and health precautions shall be integrated into the timing, location and expected intensity of the burn. Timing of burning will be commensurate with soil and site conditions to maintain site productivity and minimize effects on soil erosion and soil properties. Firebreak construction and maintenance are not included as a cost-shared treatment.

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II. Specific Criteria to Improve Wildlife Habitat

The appropriate season of burning, burning technique, burning frequency, and size of burn shall be selected based on the wildlife habitat needs and site limitations. Where practical, prescribed burning shall be planned and applied in a manner that creates a "patchy" mosaic of burned and unburned vegetation.

III. Specific Critera to Control Undesirable Vegetation

Prescribed burns to control brush or other undesirable vegetation shall consider the anticipated seed production and re-sprouting response of the targeted species. The frequency and intensity of the planned burn shall be based on the re-growth of the target species, weighed against wildlife habitat considerations. Prescribed burns planned for areas with known infestations of invasive and/or exotic species shall address anticipated response of those species during and following the prescribed burn. Re-establishment of native vegetation shall be planned for burned areas, where needed, to prevent encroachment of undesirable plants, control soil erosion, and restore historic plant communities.

IV. Specific Criteria to Improve Native Plant Production Quantity and/or Quality

Prescribed burns shall be planned to provide optimum benefit to the native plant species of concern. When possible, prescribed burns shall be conducted during periods of adequate soil moisture to encourage desirable plant recovery following the burn. Appropriate protection from livestock, human, and wildlife activities shall be implemented to allow desirable vegetation to recover from the stress of the burn. Burned areas shall be protected until the vegetation has recovered sufficiently to allow use to be restored without damaging the vegetation.

Considerations

Prescribed burns should be cost-effective and efforts to protect any threatened and endangered species, cultural resources, wildlife habitat, water resources, and identified unique natural areas should be considered. Personal safety should also be considered during all prescribed burning activities. Where practical, the season, frequency, duration, and intensity of prescribed burns should mimic the natural occurrence of fire typical of the ecological communty being managed. Consider the use of existing barriers, such as lakes, streams, wetlands, roads, and existing firebreaks in the design and layout of the burn. To minimize smoke related issues, burn frequently under acceptable weather conditions and complete all burns as quickly as practical.

Operation and Maintenance

The following actions shall be carried out to insure that this practice functions as intended throughout its expected life: 1) Evaluations to determine if the stated objectives were met and to improve coordination of future burns, 2) Initial evaluations should be conducted within 2 weeks following the burn, 3) Long term evaluations should be conducted during or after the first growing season following the burn.

Items to consider in these evaluations include:

- a. Were the pre-burn preparations properly completed?
- b. Were the intial objectives met?
- c. Was the burn prescription followed?
- d. Were deviations from the burn prescription documented?
- e. Was the burning technique(s) adequate to meet the planned objectives?
- f. Were weather conditions, fire behavior, and smoke dispersion within the planned limits of the prescription?
- g. What were the effects on the soil, vegetation, water, and wildlife resources?
- h. Did the fire escape the planned area?
- i. How could future burns be improved?
- j. Were the post-burn activities applied correctly to meet the stated purpose or objective of the burn?

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APPENDIX D

EASTERN INDIGO SNAKE INFORMATIONAL PAMPHLET

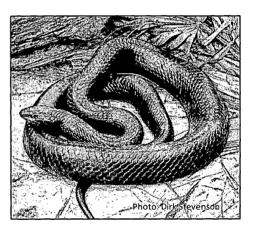
Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

LEGAL STATUS: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!



Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

PESHAWATAPE

August 12, 2013

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IF YOU SEE A <u>LIVE</u> EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- · Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- · If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A <u>DEAD</u> EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, and the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen.
 The appropriate wildlife agency will retrieve the dead snake.

USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida ES Office – (904) 731-3336 Panama City ES Office – (850) 769-0552 South Florida ES Office – (772) 562-3909 DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

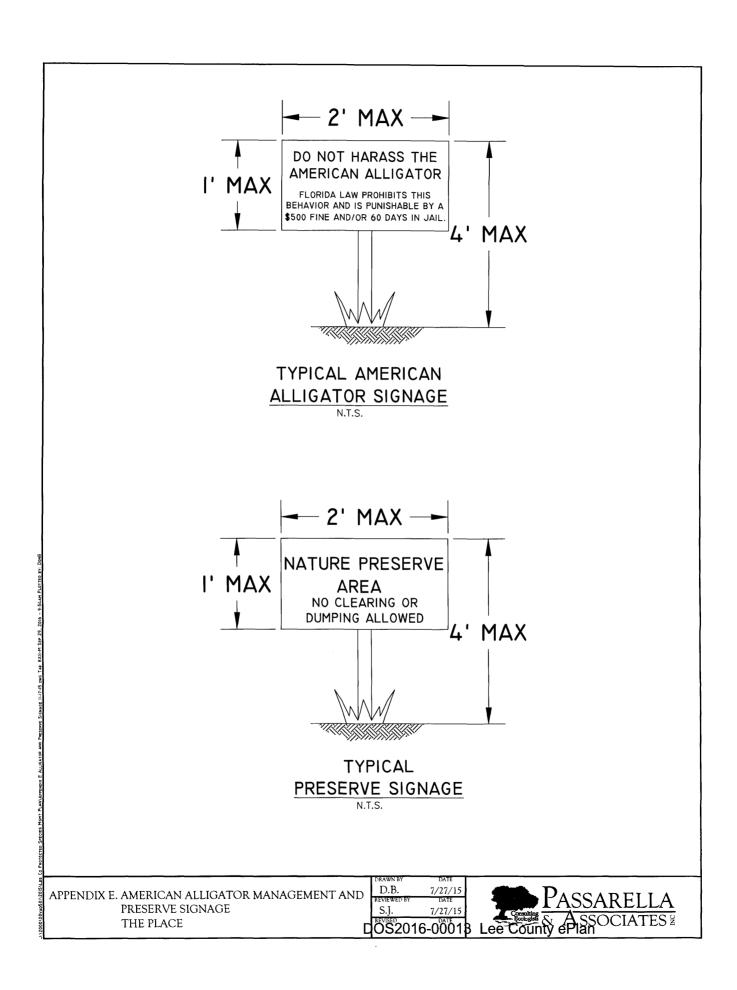
LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and aboveground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with-young hatching in late July through October.

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APPENDIX E

AMERICAN ALLIGATOR MANAGEMENT AND PRESERVE SIGNAGE

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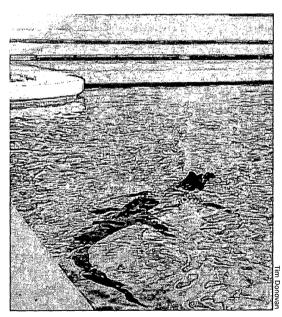


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APPENDIX F

AMERICAN ALLIGATOR INFORMATIONAL PAMPHLET

- Never feed alligators it's dangerous and illegal. When fed, alligators can overcome their natural wariness and learn to associate people with food. When this happens, some of these alligators have to be removed and killed.
- Dispose of fish scraps in garbage cans at boat ramps and fish camps. Do not throw them into the water. Although you are not intentionally feeding alligators when you do this, the result can be the same.
- Seek immediate medical attention if you are bitten by an alligator. Alligator bites can result in serious infections.
- Observe and photograph alligators only from a distance. Remember, they're an important part of Florida's natural history as well as an integral component of aquatic ecosystems.



Call 866-FWC-GATOR (392-4286) to report nuisance alligators.



Call 866-FWC-GATOR (392-4286) to report nuisance alligators.

Regional offices

Northwest Region, Panama City 850-265-3676

North Central Region, Lake City 386-758-0525

Northeast Region, Ocala 352-732-1225

Southwest Region, Lakeland 863-648-3200

South Region, West Palm Beach 561-625-5122



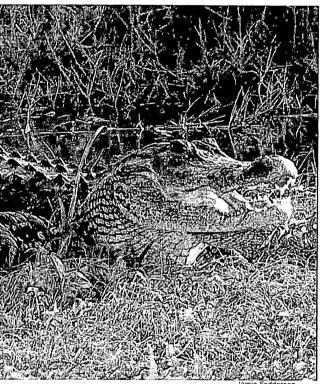
The FWC prohibits discrimination by race, color, nationality, age, sex or handicap. If you believe you have been discriminated against in any program, activity or facility of this agency, write to: Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600; or to: Office of Human Relations, USFWS, Department of Interior, Washington, D.C. 20240.



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A guide to living with Alligators



Jamle reducts



Florida Fish and Wildlife Conservation Commission

01/00004/834



Do not swim outside of posted swimming areas or in waters that may be inhabited by alligators.

Living with alligators

In Florida, the growing number of people living and recreating near water has led to a steady rise in the number of alligator-related complaints. The majority of these complaints relate to alligators being where they simply aren't wanted. Because of these complaints, the Florida Fish and Wildlife Conservation Commission's Statewide Nuisance Alligator Program permits the killing of approximately 7,000 nuisance alligators each year. Using this approach, and through increased public awareness, the rate of alligator bites on people has remained constant despite the increased potential for alligator-human interactions as Florida's human population has grown.

Alligators are an important part of Florida's landscape and play a valuable role in the ecology of our state's wetlands. Alligators are predators and help keep other aquatic animal populations in balance. A better understanding of the facts and information presented in this brochure will help ensure that people and alligators can continue to coexist.

Visit MyFWC.com/Gators for more information about alligators and the latest nuisance alligator program statistics.

Alligators and people

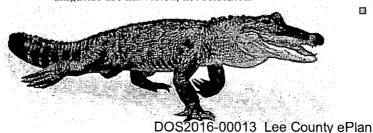
Alligators are a fundamental part of Florida's marshes, swamps, rivers and lakes, and they are found in all 67 counties. Florida continues to experience human population growth. Many new residents seek waterfront homes, resulting in increased interactions between people and alligators.

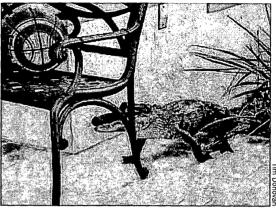
Although many Floridians accept living with alligators nearby, the potential for conflict exists. Because of their predatory nature, alligators may target pets and livestock as prey. Unfortunately, people also are occasionally bitten. Since 1948, Florida has averaged about five unprovoked bites per year. During that period, a little more than 300 unprovoked bites to people have been documented in Florida, with 22 resulting in deaths.

In the past 10 years, the Florida Fish and Wildlife Conservation Commission has received an average of nearly 16,000 alligator-related complaints per year. Most of these complaints deal with alligators occurring in places such as backyard ponds, canals, ditches and streams, but other conflicts occur when alligators wander into garages, swimming pools and golf course ponds. Sometimes, alligators come out of the water to bask in the sun or move between wetlands. In many cases, if left alone, these alligators will eventually move on to areas away from people.

Safety tips

Generally, alligators less than four feet in length are not large enough to be dangerous unless handled. However, if you encounter any alligator that you believe poses a threat to people, pets or property, call the Nuisance Alligator Hotline at 866-FWC-GATOR (392-4286). Please be aware, nuisance alligators are harvested, not relocated.





A young alligator wanders onto a porch in a residential neighborhood.

- ☐ Be aware of the possibility of alligators when you are in or near fresh or brackish water.

 Bites may occur when people do not pay close enough attention to their surroundings when working or recreating near water.
- Do not swim outside of posted swimming areas or in waters that might be inhabited by large alligators.
- ☐ Alligators are most active between dusk and dawn. Therefore, avoid swimming at night.
- Dogs and cats are similar in size to the natural prey of alligators. Don't allow pets to swim, exercise or drink in or near waters that may contain alligators. Dogs often attract an alligator's interest, so do not swim with your dog.
- Leave alligators alone. State law prohibits killing, harassing or possessing alligators. Handling even small alligators can result in injury.

(continued)

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APPENDIX G

WADING BIRD INFORMATIONAL PAMPHLET

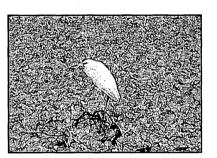
Action to be taken if you observe someone harassing a wading bird:

Promptly notify the FWCC 1-888-404-FWCC

Tips for living with wading birds

- Do not feed wading birds.
- Keep out of vegetated areas surrounding lakes and marshes.
- Keep pets leashed to avoid coming into contact with wading birds.
- Properly dispose of fishing line to avoid bird entanglement.

WADING BIRD INFORMATIONAL PAMPHLET



The Place

Prepared By:

PASSARELLA

Consulting

ASSOCIATES

13620 Metropolis Avenue, Suite 200 Fort Myers, Florida 33912 (239) 274-0067

DOS2016-00013 Lee County

Description:

Wading birds are a diverse group of birds which utilize shallow marsh areas as foraging and breeding habitats. They are typically characterized as having long necks, legs and bills, which allows them to feed in shallow water. Wading birds can be found in Florida year round. Examples of wading birds include: great egrets, great blue herons, white ibis', little blue herons and snowy egrets.

Habitat:

Wading birds inhabit all counties in the state of Florida and are most common in the shallow marsh or wetland areas throughout the state. They can also be found in both coastal and inland areas. salt marshes, swamps, ponds, drainage canals, and ditches. Wading birds breed and nest in colonies which consist of various species of other wading birds. Breeding generally occurs just prior to or during the wet season. Stick nests are built in trees or bushes near wetland areas and above the water line.

Wading birds feed in shallow water areas where prey is most concentrated. They feed by spearing prey with their bills or by straining small species out of the water and sediment. Prey may include small fish, invertebrates or other aquatic organisms. Wading birds have also been known to consume snakes, frogs and small rodents.

Protection:

Most wading birds are listed as species of special concern by the State of Florida. Some species such as wood storks are listed as endangered by both the State of Florida and the U.S. Fish and Wildlife Service. It is unlawful for anyone to disturb or take nests or eggs, feed, injure, harm, harass, or kill any wading birds species. Persons who knowingly violate the law may be subject to fines and/or jail time.

If wading birds form a nesting colony on the property in the future, avoid activities within 330 feet of the colony during the nesting season (March 1 to August 1). INSTR # 2017000047834 Page Number: 153 of 205

APPENDIX H

FLORIDA BLACK BEAR INFORMATIONAL PAMPHLET



Discouraging bears from visiting your home

Properly storing or securing residential garbage and other attractants is a proven method of discouraging bears and preventing bear conflicts around homes, farms and neighborhoods. The following items attract bears and should be protected by an electric fence, wildlife resistant container, or stored in a secure place, such as a garage or sturdy shed:

- ☐ Trash and recycling containers
- Bird and squirrel feeders
- ☐ Game feeders
- Pet foods and bowls
- Barbeque grills and smokers
- Pets and small livestock
- Livestock feed
- Compost piles
- □ Beehives
- ☐ Fruit and nut-bearing trees and shrubs

Funds from the "Conserve Wildlife" license plate help support efforts to reduce human-bear conflicts. Buy one today at your local tax collector's office or online at BuyAPlate.com.

Secure common bear attractants

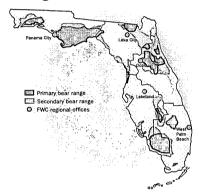
- □ Use electric fencing to protect gardens, compost piles, apiaries, fruit trees and livestock.
- Store garbage and recyclables in bear-resistant containers or in a secure area until the morning of pick up.
- Feed pets indoors or bring food dishes (even if empty) inside before dark.
- ☐ Store pet and livestock feed in bear-resistant containers or inside a secure area.
- Remove bird and wildlife feeders. Ensure the area is free of all seed, corn, or other wild animal feed.
- Keep gardens and fruiting trees and shrubs tidy. Remove rotten fruit and harvest ripe nuts, fruits and vegetables.
- Clean meat smokers and barbeque grills with a degreasing detergent. Properly dispose of food remnants after each use.

Learn more about black bears with the Florida Black Bear Curriculum Guide. The guide is designed to educate teachers and students in 3rd to 8th grade and offers a comprehensive series of lessons on Florida's black bear.

To get tips on how to secure bear attractants, watch videos about bears or how to install electric fencing, and learn more about bear-resistant containers, visit MyFWC.com/Bear.



Bear range in Florida



If you are experiencing bear problems, please contact the nearest FWC regional office.

| North Central, Lake City | 386-758-0525 | |
|--------------------------|--------------|--|
| Northeast, Ocala | 352-732-1225 | |
| Northwest, Panama City | 850-265-3676 | |
| South, West Palm Beach | 561-625-5122 | |
| Southwest, Lakeland | 863-648-3200 | |

If you suspect illegal activity, call FWC's Wildlife Alert Hotline at 1-888-404-3922.

Follow us on:





Cover photo by Ashley Hockenberry



Florida Fish and Wildlife Conservation Commission

printed on recycled paper

A guide to living in bear country





DOS2016-00013 Lee County ePlan



If you live in Florida, you should know

Florida black bear populations have been recovering from historically low numbers in most areas of the state. At the same time, the human population is rapidly expanding in and around bear range. As a result, bears and humans are encountering each other more than ever.

Calls to the Florida Fish and Wildlife Conservation Commission (FWC) about human-bear encounters have increased from 1,000 in 2001 to over 4,000 in 2010. The most common calls refer to bears in yards and getting into garbage.

The mere presence of a black bear does not represent a problem. In fact, living in bear country can provide unique and rewarding experiences for residents.

While feeding bears is illegal in Florida, bears are still often fed by humans, either intentionally or unintentionally. When black bears have access to pet food, garbage, birdseed, livestock feed or other human-provided items, they quickly learn to associate people with food. Bears that have become too comfortable around people are more likely to be killed, either by vehicle collisions, illegal shooting, or as a result of bear management actions.

People ask why problem bears can't simply be relocated to a "wild area where they won't bother anyone." Unfortunately, areas large and remote enough for bears to avoid people are rare in Florida. Also, most relocated bears typically leave the new area, either to return to their original home or to leave an area already occupied by other bears. Some bears will wander through unfamiliar areas and cross busy roads, creating a danger to the bear and to motorists. In addition, bears remaining in the relocation area often exhibit the same. unwanted behavior, thus shifting the problem to a new location. As a result, relocation is not a desirable or effective solution to bear conflicts. Wildlife biologists can provide technical advice to residents who live in bear country to help them take actions to discourage bears from becoming a problem. The FWC is committed to addressing the safety concerns of residents and visitors while ensuring the long-term well-being of black bears.

If a bear comes into your yard

If you encounter a black bear at close range, remain standing upright, back up slowly and speak to the bear in a calm, assertive voice.

Do not intentionally feed or attract bears. If a bear is eating something on your property, take note of what it is and secure it after the bear has left the area.





- Never approach or surprise a bear. Keep as much distance between you and the bear as
- Make sure you are in a secure area and the bear has a clear escape route to leave the area - then yell, bang pots and pans, or use an air horn to scare the bear away.
- Do not turn your back, play dead or run from a black bear. Back away slowly into a house, car or building.
- Report any bear threatening the safety of humans, pets or livestock, or causing property damage to the FWC (see back panel).
- Warning! It is illegal to injure or kill black bears under Florida state law. If you are found guilty, you could face fines and/or jail time.

Climbing trees is a bear's natural escape route. If the bear climbs a tree, keep people and pets away. The bear will come down the tree and leave when it feels safe, usually after dark.

Did you know?

Black bears are shy animals and generally not aggressive towards people. When a bear stands on its hind legs, it is merely trying to get a better view, rather than acting in a threatening way. Black bears may huff, snap their jaws, swat the ground or "bluff charge" when cornered, threatened or caught stealing food. Stand your ground and then slowly back away. Always respect bears - they are large and powerful wild animals and can act unpredictably. Bears used to getting food from humans may lose their natural fear of people and are more likely to damage property or become a safety threat.

The bear facts

Black bears are the only species of bear in Florida and once roamed the entire state.

- □ FWC biologists estimate there are 2,500-3,000 black bears in Florida.
- Florida bears are generally black with a brown muzzle and may have a white chest marking called a blaze.
- Adult black bears typically weigh between 150 to 400 pounds; males are usually larger than females.
- □ Female bears have their first litter at about 31/2 years of age and generally have one to three cubs every other year.
- ☐ In Florida, the breeding season runs from June to August and cubs are born in late January or early February.
- ☐ Bears of all ages are excellent climbers and will climb trees when they are frightened or looking for food (e.g., acorns).
- About 80 percent of a black bear's diet comes from plants (e.g., fruits, nuts, berries), 15 percent from insects (e.g., termites, ants, yellow jackets) and 5 percent from meat (e.g., opossums, armadillos, carrion).

It is illegal to intentionally place food or garbage out that attracts bears and causes conflicts. Anything that attracts dogs, cats or raccoons also will attract bears!



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APPENDIX I

FWCC LIST OF BEAR-RESISTANT GARBAGE CONTAINERS



BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

Residential Poly Carts and Cans



BearProofinc

234 S. Golden Dr. Silt, CO 81652 Ph: (970) 309-2460 Fax: (970) 876-0420

E-mail: lnfo@BearProofInc.com/
Website: http://www.bearproofinc.com/

Metal Roll Away Container

95 gallon

* Metal food and trash lockers also available



Bear Proofing-R-US

(no address available)
Ph: (865) 430-8902
E-mail: akruk@charter.net
Website: http://www.bearproofing-r-us.com/

Residential Street-side

Trash Can
96 gallon
*dumpster lids, loaders, and
bird feeders also available



Bear Proof Systems, LLC

7855 E. Lark Dr. Parker, CO 80138 Phone: (303) 840-3390/1-800-944-7973

Fax: (303) 840-3460 E-mail: solidws@comcast.net

Website: http://www.bearproofsystems.com/

Curbside Carts

64 gallon 94 gallon *Also make various metal containers



BearSaver – USA Sales

Steve Thompson

Ph: 1-800-851-3887 Fax: 909-605-7780 E-mail: sales@bearsaver.com

Website: http://www.bearsaver.com/

Bear Resistant Residential Poly

Carts
Model PC-95
95 gallon (min order 24)
Model PC-65
65 gallon (min order 20)
Model PC-32

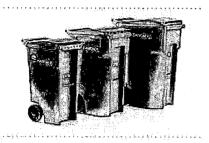
32 gallon (min order 20)
*Commercial Yard Dumpsters also
available

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BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS



Cascade Industries

The Learning Community 3400 Innovation Court SE Grand Rapids, MI 49512-2085 Ph. (616)-975-4800

Fax: (616) 254-4174

E-mail: info@cascadeng.com

http://www.cascadeng.com/markets/waste/index.htm

"Cascade Cart"

35 gallons 64 gallons 96 gallons **Bear Resistant Cascade Cart**

96 gallons



DAWG, Inc.

25 Lassy Court Terryville, CT 06786

Phone: 1-800-YEL-DAWG (935-3294) Fax: 1-800-LIL-PAWS (545-7297) website: www.dawginc.com

Bearicuda Bin

"Critter Can" Model Mobile Screw Top Model Mobile Bearicuda Bin **BEARier Bins**

Residential Trash Storage Containers



BearGuard Co. Ltd.

P.O. Box 89 Tahoe City, CA. 96145-0089 Phone/Fax (530) 581-2211

E-mail: sales@BearGuardInfo.com

Website: http://www.bearguardinfo.com/index.html

Green and Brown **Containers**

Carson Valley Welding

1046 Mallory Way Carson City NV. 89701 PH: (775) 884-9353 Cell: (530) 318-1136 Fax: (775) 884-9354

Email: Don@nobearcan.com

Website: http://www.nobearcan.com/index.html

Various sizes

"No Bear Can"

Model B-5030 \$999.00 Model B-5036 \$1149.00



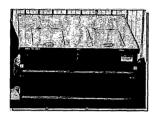
Bear Proof Inc. Bear Proofing-R-US **Bear Proof Systems** Info. above

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BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

Animal Resistant Dumpsters



Capital Industries, Inc.

5801 Third Avenue South Seattle WA 98108

Phone: (206) 762-8585/1-800-967-8585

FAX: (206) 762-5455 E-mail: sales@capitalind.com

Website: http://www.capitalind.com/main/

Bear Resistant Metal Containers & Lids Various designs



Haul-All Equipment Systems

(no address available) Phone: 1-888-428-5255 Fax: (403) 328-9956

E-mail: solutions@haulall.com

Website: http://www.haulall.com/index.htm

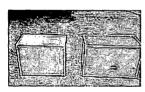
Hyd-A-Way Model

Several options available for garbage disposal and storage

See also the following companies:

Bear Proof Inc. Bear Proofing-R-US Bear Proof Systems BearSaver-USA Sales Info. above

Recreational Storage Containers Panniers (for cooler storage)



Bear-Aware

(no address available) Phone: 800-568-8990 / 818-504-3518

Contact Jeff Berns

E-mail: jmberns@bear-aware.comor Website: http://www.bear-aware.com/

Dry & Ice Panniers

24" Medium Dry 28" Large Dry 28" Slim Dry 24" Medium Ice 28" Large Ice

Pack Panniers



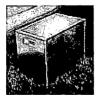
Outfitters Supply

7373 US Highway 2E Columbia Falls, MT 59912

Phone: 888-467-2256/ 406-892-3650

Fax: 406-892-4234

E-mail: gopackn@outfitterssupply.com Website: http://www.outfitterssupply.com/



Pack Saddle Shop

3071 West Twin Rd Moscow Idaho 83843 Phone: 208-882-1791

E-mail: support@packsaddleshop.com

Website:

http://www.packsaddleshop.com/Bearpan.html

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Aluminum Panniers

Medium Large Sold with and without

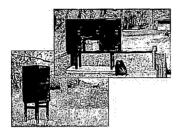
hardware

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BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

Food Storage Lockers



See the following companies:
BearProofInc
BearSaver – USA Sales
Haul-All Equipment Systems (product shown)

Info. above

Ask your local waste service provider if they offer wildlife resistant canisters. For example, Waste Pro Inc. and Waste Management Inc. have offered wildlife resistant containers for both residential and commercial locations. In some areas the Waste Service Provider has retrofitted the existing dumpster to a wildlife resistant design.

All images/photos are copyright of their respective company/website.

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APPENDIX J

FLORIDA PANTHER INFORMATIONAL PAMPHLET

You live in Florida panther country

Florida panthers are reclusive and rarely seen by people. They normally live in remote, undeveloped areas. However, as the number of people in southern Florida grows, there is an increased chance of an encounter with a Florida panther.

This brochure contains some guidelines to help you live safely in Florida panther country.



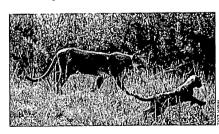
Keep children within sight and close to you, especially outdoors between dusk and dawn.

If you feel threatened by a panther, or have lost pets or livestock to a panther, please call the Florida Fish and Wildlife Conservation Commission's Wildlife Alert Hotline at 1-888-404-FWCC (3922).

lf you see a Florida pa

The Florida panther moves primarily at night. The chances of seeing a panther are slim. But if you live in Florida panther country, you need to know what to do if you see one.

- Keep children within sight and close to you. Pick up any small children so they don't panic and run. Try to do this without bending over or turning away from the Florida panther.
- Give them space. Florida panthers typically will avoid a confrontation. Give them a way to escape.
- Do not run. Running may stimulate a panther's instinct to chase. Stand and face the animal. Make eye contact to let the panther know you are aware of its presence.
- Avoid crouching or bending over. Squatting or bending makes you look smaller, resembling a preysized animal.
- Appear larger. Make gestures that indicate you are not prey and that you may be a danger to the panther. Raise your arms. Open your jacket. Throw stones, branches or whatever you can reach without crouching or turning your back. Wave your arms slowly and speak firmly in a loud voice.
- Fight back if attacked. There has never been a reported panther attack in Florida. In western states, where attacks by cougars have occurred very rarely, potential victims have fought back successfully with rocks, sticks, caps, jackets, garden tools and their bare hands. Since large cats usually try to bite the head or neck, try to remain standing and face the animal.

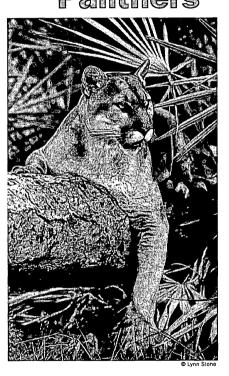


OS2016-00013 Lee County ePlan





A guide to living with Florida Panthers



MyFWC.com/Panther

7 ways to live safely in Florida panther country

While these guidelines are meant to help you live safely in Florida panther habitat, they also apply to living with more commonly encountered wildlife, including raccoons, snakes, bears and alligators.

Be alert from dusk 'tll dawn (and whenever deer are active)

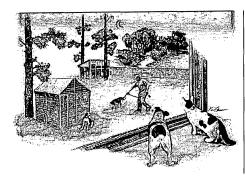
Florida panthers primarily are active at night. Exercise more caution at dawn, dusk or dark.

2. Keep panther prey away

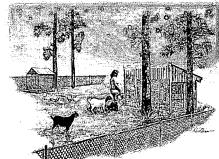
Deer, raccoons, rabbits, armadillos and wild hogs are prey for the Florida panther. By feeding deer or other wildlife, people inadvertently may attract panthers. Do not leave potential wildlife food outside, such as unsecured garbage or pet food. Consider fencing vegetable gardens.

3. Keep pets secure

Free-roaming pets, or pets that are tethered and unfenced, are easy prey for predators, including panthers. Bring pets inside or keep them in a secure and covered kennel at night. Feeding pets outside also may attract raccoons and other panther prey; do not leave uneaten pet food available to wildlife.



Keep your pets safe and secure. Bring pets inside or keep them in a secure and covered kennel at night.



Keep livestock safe and secure.

4. Keep domestic livestock secure

Where practical, place chickens, goats, hogs or other livestock in enclosed structures at night. Electric fencing can be an effective predator deterrent.

5. Landscape for safety

Remove dense or low-lying vegetation that would provide hiding places for panthers and other predatory animals near your house.

- Remove plants that deer like to eat.
- □ Choose plants that do not attract deer or other panther prey species. For information on plants that deer do not like to eat, visit edis.ifas.ufl.edu/UW137.
- Appropriate fencing will make your yard or play area uninviting to prey animals such as deer.

6. Consider other deterrents

Outdoor lighting, motion sensors and electric fencing also may deter prey animals and panthers from entering your yard. Outdoor lighting also will make approaching prey and panthers more visible to you.

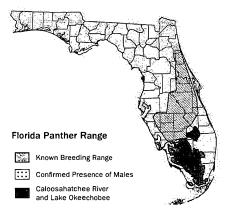
7. Hike or bike with a friend

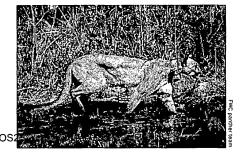
When recreating outdoors, it's a good practice to let friends or family know your whereabouts and when you expect to return. Better yet, take a friend with you!

Florida panther facts

- The Florida panther is a subspecies of puma, also known as a mountain lion or cougar. It is the last subspecies still surviving in the eastern United States
- Biologists estimate roughly 100-160 adult and subadult Florida panthers remain in the wild. Most panthers live in southwest Florida, south of the Caloosahatchee River, although some panthers have been documented traveling as far north as central Georgia.
- The Florida panther's decline occurred prior to 1950, when it still was legal to hunt panthers. It was listed as endangered in 1967 and is protected under federal and state laws.
- Florida panther numbers declined to roughly 30 cats by the early 1980s. Severe inbreeding resulted in many health and physical problems. A genetic restoration project in 1995 was successful in improving the genetic health and vigor of the panther population.
- Florida panthers are found primarily in the Big Cypress/Everglades ecosystem in Collier, Lee, Hendry, Monroe and Miami-Dade counties.
- Florida panthers' home range sizes vary by sex and by individual. Female home ranges are typically 60-75 square miles whereas males' are typically 160-200 square miles.

- There is no record of a Florida panther attacking a person. Florida panthers are rarely seen.
- The biggest threat to the future of the Florida panther is habitat loss. A number of panthers also die each year due to vehicle strikes on roadways.
- The Florida panther was chosen as the State
 Animal of Florida in 1982 by a vote of elementary
 school students throughout the state.







∭ ƴ You ∰ flickr

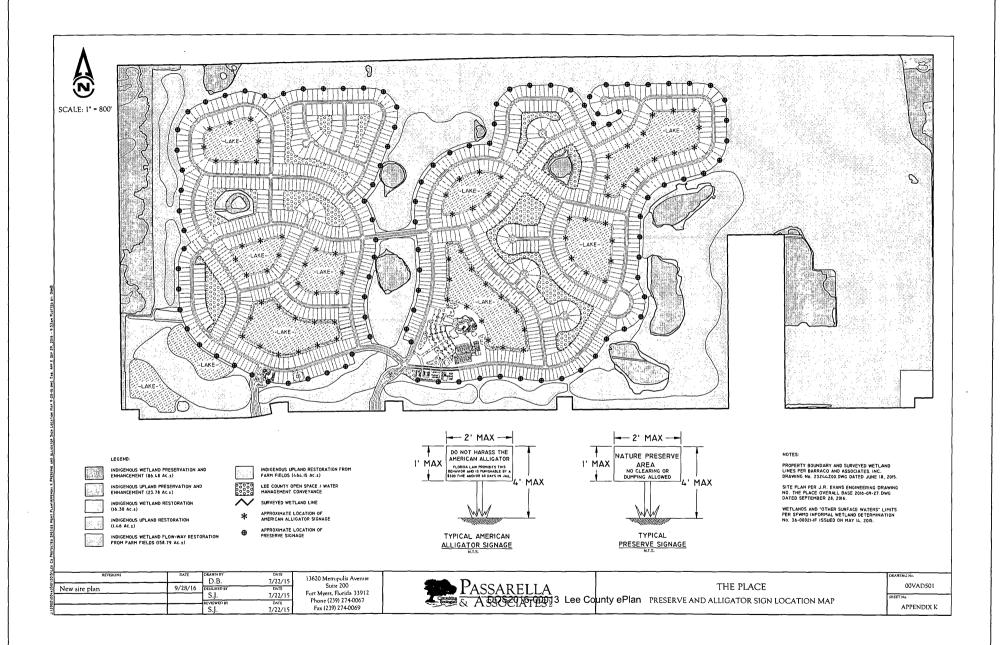
This brechure was produced through a partnership of the Audubon Society of Florida, Conservancy of Southwest Roirda, Delenders of Wildlife, Florida Fish and Wildlife Conservation Commission, Florida Wildlife Federation, Friends of the Florida Planther Refuge, Mountain Lion Foundation, National Park Service, National Wildlife Federation, Saminole This of Florida, University of Florida and the U.S. Fish and Wildlife Service.

Funding provided by the Florida Fish and Wildlife Conservation Commission, Friends of the Florida Panther Refuge and the National Fish and Wildlife Foundation.

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APPENDIX K

PRESERVE AND ALLIGATOR SIGN LOCATION MAP



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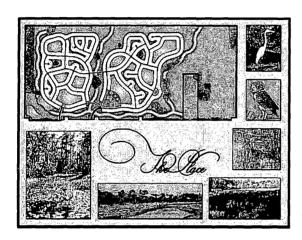
EXHIBIT "E"

COVENANT TO CREATE ENHANCED LAKE MANAGEMENT/ MAINTENANCE PLAN

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Enhanced Lake Management Plan

For The Place at Corkscrew



August 2016

Progressive Water Resources, LLC 6561 Palmer Park Circle, Suite D Sarasota, Florida 34238

Enhanced Lake Management Plan for The Place at Corkscrew

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Introduction

The proposed residential development (i.e. The Place at Corkscrew) demonstrates a substantial net benefit to the water resources within the Density Reduction Groundwater Resource (DR/GR) area as compared to the previous agricultural land use. The subject property site was previously characterized as a "grandfathered" farming operation with a decades-long history as a row crop and sod farming operation. The farming operation was not required to have a stormwater management system for flood control and water quality treatment purposes, nor was it required to monitor surface or ground water quality. Benefits of the residential development over the historic conditions include:

- 1. Reduced groundwater withdrawals as a result of conversion of the site from a farming operation to a lower water demand residential use;
- 2. The use of a centralized master irrigation system that precludes individual homeowner irrigation wells, controllers/timers and enhances overall water conservation;
- 3. Compliance with the requirements of the Lee County Wellfield Protection Ordinance (No. 07-35) to safeguard public drinking water supplies;
- The connection to public utilities for both potable supply and wastewater thereby eliminating
 private wells and septic tanks in order to reduce overall groundwater withdrawals and eliminate
 potential sanitary hazards;
- 5. The improved opportunity for groundwater recharge through the elimination of historic drainage ditches and the construction of stormwater retention ponds; and
- The restoration of environmental habitats and accommodation of historic (pre-farming) surface water flow-ways.

Collectively, these improvements represent a much higher standard of water resource protection as compared to the agricultural land use.

The change in land use, coupled with the managed practices contained within the Enhanced Lake Management Plan (ELMP), provides for an exceptionally high standard for water resource protection within the DR/GR. As shown herein, the proposed ELMP contains several sections that address the key elements of The Lee Plan 33.3.3 (2), with each of the main ELMP sections in turn having subsections that provide specificity regarding the management actions necessary to ensure that the water resources and public drinking water supplies will be safeguarded and maintained. Where applicable, Best Management Practices (BMPs) are provided in bold text to highlight the water resource protection measures included in this ELMP.

Section 1. Hydrologic Setting

To better understand the proposed water resource management actions contained within this ELMP, it is important to understand the basic hydrologic setting of the residential development. Due to land surface elevations, there is a topographic gradient of approximately 8 to 10 feet from the northeastern corner to the southwestern corner of the property which directs surface water flows to the south towards Corkscrew Road. Historically, numerous existing drainage ditches used by the farming operation directed untreated stormwater to the south and southwest which eventually flowed into a roadside swale within the norther right-of-way of Corkscrew Road, i.e., Lee County's municipal separate storm sewer system (MS-4). Surface water flows along Corkscrew Road continue to the west and eventually discharge into the wetland systems of Flint Pen Strand.

Immediately north of Corkscrew Road are six (6) Lee County public supply well sites associated with the Corkscrew Wellfield, each with two (2) wells, one shallow and one deep. The shallow wells at each of the well sites are finished into the unconfined Surficial Aquifer System (SAS), whereas the deeper wells are finished into the underlying confined Intermediate Aquifer System (IAS). Given its unconfined nature, the SAS, sometimes referred to as the "water table aquifer", is of primary concern to the water resources of the DR/GR. The Corkscrew Wellfield's shallow public supply wells penetrate the full vertical extent of the SAS, with total well depths ranging from 110 to 160 feet below land surface (bls), and casing depths ranging from 40 to 45 feet bls. The deeper public supply wells finished into the confined IAS range from 200 to 360 feet bls and casing depths ranging from 146 to 260 feet bls.

Generalized Hydrogeology

Due to the presence of shallow SAS public supply wells in proximity to the subject development, additional BMPs are incorporated herein in accordance with Lee County's Wellfield Protection Ordinance. To better characterize the site and the proposed BMPs, a basic definition of the SAS is provided below. The SAS is defined by the Florida Department of Environmental Protection (FDEP) as follows;

"The surficial aquifer system in Florida includes any otherwise undefined aquifers that are present at land surface. The surficial aquifer system is generally under unconfined, or water-table, conditions and is made up of mostly unconsolidated sand, shelly sand, and shell. Water enters the aquifer from rainfall and exits as baseflow to streams, discharge to the coast, evapotranspiration, and downward recharge to deeper aquifers".

Onsite, the SAS can be generally characterized by three (3) basic components: 1) approximately 10 to 20 feet of unconsolidated surficial deposits composed of silty, fine-grained quartz sand; underlain by; 2) a thin veneer of sandy clays and clayey sands; and 3) limestone of the Tamiami Formation. The sandy clays and clayey sands appear to intermittently occur above the limestone contact and appear to occur sporadically across the site. The thin clayey sediments above the limestone of the Tamiami Formation do not constitute a confining unit, but may present semi-confined conditions where laterally persistent.

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The SAS is approximately 160 feet thick and is underlain by sequences of low permeability clays, which represent the upper contact of the confined IAS.

B. Wellfield Protection Zones – Travel Times

Due to the land surface gradient and withdrawals from the County's active public supply wells, the general direction of groundwater flow in the unconfined SAS is predicted to be from north to south, towards Lee County's public supply wells. The location of the public supply wells and the resulting groundwater flow gradient resulted in Lee County's establishment of four (4) Wellfield Protection Zones based on theoretical travel times of groundwater flows towards the wells. The Wellfield Protection Zones are described in Lee County's Wellfield Protection Ordinance (No. 07-35) and delineate groundwater travel times of: 1) 6 months (Zone 1); 2) 6 months to 1 year (Zone 2); 3) 1 to 5 years (Zone 3); and 4) 5 to 10 years (Zone 4).

The residential development predominately occurs in Zones 3 and 4, with a minor southern section within Zone 2. The northeast section of the development is outside the wellfield protection area. None of the residential development occurs within Zone 1 (6-month travel time) and all of the proposed residential stormwater management lakes are located outside Zone 2 (1-year travel time). The absence of any residential stormwater treatment lakes, i.e., controlled lakes, within Zones 1 and 2 provide additional assurance that Lee County's public supply wells will be protected. Figure 1 provides details regarding the residential development in relationship to the various Wellfield Protection Zones for the SAS. The development's proposed stormwater management system (lakes) are required to be exclusively constructed within the near surface, unconsolidated sands of the SAS and the excavated material used as fill for the proposed development. The stormwater management system lakes will be constructed in accordance with final zoning and the Lee County Land Development Code and an Environmental Resource Permit (ERP) from the South Florida Water Management District (SFWMD), and will not penetrate any clays or underlying limestone.

Proposed Hydrogeologic BMP

Excavations associated with the proposed stormwater management system lakes will
not penetrate the first occurrence of clays or the underlying limestone, whichever is
encountered first.

Section 2. Water Resources Best Management Practices

As the project evolves from predominately a "construction phase" to "partial construction" and ultimately to a "post-construction" residential phase, the BMPs must also evolve to maintain water resource protection. Construction of the proposed development may take up to 10 years, depending on market conditions. However, after initiation of construction the vast majority of major earthwork is anticipated to be completed by the end of the 5th year.

A. <u>Construction Phase BMPs</u>

During construction of the proposed development, the greatest potential for impacts is associated with increased turbidity and/or potential spills of fuel/oils (hydrocarbons), otherwise known as Volatile Organic Compounds (VOCs) used to power earthmoving equipment, etc. Specific BMPs associated with construction phases are provided below. Until such time that control of the development is transitioned to the Homeowner's Association (HOA) and/or Community Development District (CDD), the Developer will be responsible for maintaining compliance with all ELMP BMPs and requirements.

Construction Phase BMPs

- The site's general contractor shall be responsible for assuring that each contractor or subcontractor evaluates the work area before construction is initiated to determine if any site conditions may pose particular problems for the safe and secure handling of any regulated substances.
- 2. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. There will be no intention to use, handle, produce or store regulated substances in quantities greater than the thresholds defined in the Lee County Land Development Code Chapter 14, Article III, Wellfield Protection, Section 14-208.
- 3. Each contractor/subcontractor shall familiarize themselves with the manufacturer's safety data sheet supplied with each material containing a regulated substance and shall be familiar with procedures required to contain and clean up any releases of the regulated substance. Any tools or equipment necessary to accomplish the same shall be available in case of an accidental release.
- 4. In the event of a spill of a regulated substance, the contractor/subcontractor will immediately notify the Developer, who will in turn notify Lee County Division of Natural Resources Director at (239) 533-8109, Lee County Utilities Director at (239) 533-8544 and the FDEP South District Office at (239) 344-5600. Additional measures, such as those described in the Lake Maintenance Plan (Section 3), may also apply.
- 5. Upon completion of construction, all unused quantities of regulated substances and their containment systems shall be completely removed from the construction site.
- 6. Proper turbidity abatement measures, as required by the SFWMD, the Florida Stormwater Sedimentation Control Inspector's Manual standards, and the FDEP National Pollutant Discharge Elimination System (NPDES) permit will be maintained while construction is ongoing or until adequate vegetation or other stabilization measures have been established.

B. Post-Construction Phase BMPs

After Lee County Certificate of Compliance or SFWMD stormwater management system certification is completed in a particular phase of the development, the primary focus of the ELMP will be the stormwater management system lakes, since all runoff will be routed to these features for treatment. It is also anticipated that the Developer will establish and create an HOA and/or a CDD that will be responsible for maintenance of all aspects of the stormwater management system including the lakes and associated stormwater conveyance and control components, in perpetuity. At a minimum, the operation and maintenance of the stormwater management system and water quality testing will require compliance with the terms and conditions as contained within the ELMP.

Additional details on BMPs, including monitoring of both surface and ground water, are provided in the Lake Maintenance Section (Section 3).

Section 3. Lake Maintenance

A. General Provisions

Proper lake maintenance is an integral part of this ELMP since stormwater runoff is directed to these features for treatment and attenuation. As previously described, the lakes will be excavated into the top of the SAS (Water Table Aquifer). As an added protection to underlying groundwater resources, the excavation of the lakes will not penetrate underlying clays or limestone, whichever is encountered first. In addition, the groundwater withdrawn from onsite wells which will be used to augment two of the lakes proposed for use in the master irrigation system as shown in **Figure 2**. There are two (2) master irrigation system pumps (SW-1 and SW-2) that will "repump" groundwater supplies and retained stormwater (surface water) for irrigation of the residential development. The recycling of surface water quantities is expected to further improve water quality and benefit the water resources in the DR/GR. The stormwater lakes must be maintained in perpetuity and the following management actions are proposed. Specific post-construction BMPs are also provided.

B. Nuisance and Exotic Vegetation Control

The HOA and/or CDD will be responsible for the removal (in perpetuity) of all nuisance and exotic vegetation as defined by the Lee County Land Development Code.

Nuisance and Exotic Vegetation Control BMPs

- Lakes must be inspected annually and any prohibited vegetation must be removed by the use of hand-clearing or appropriate treatment. Only aquatic approved compounds may be utilized in the stormwater management system lakes.
- Herbicides and/or algaecides may only be applied by a licensed professional applicator, who meets the requirements of Lee County, and in accordance with manufacturer

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specifications. All applicable local, state and/or federal guidelines and requirements will also be followed.

C. Littoral Vegetation Preservation

Littoral zone vegetation is required to be installed by the Developer and maintained by the HOA and/or CDD in perpetuity in all the lakes within the project. Littoral zones provide habitat for wading birds, fish, and aquatic invertebrates. Littoral vegetation also helps to stabilize lake shorelines and prevents erosional problems.

Littoral Vegetation Preservation BMPs

- Littoral plants that die will be replaced in accordance with Lee County Land Development Code requirements. The presence of littoral plants throughout the lakes is desirable and may help to improve the water quality within the lakes.
- The spread of littoral plants will be encouraged throughout the designated planted littoral shelves.
- Mechanical trimming, mowing or the use of herbicides on desirable littoral plants will be prohibited. Any trimming or removal of vegetation required to promote the survival and viability of littoral vegetation will be performed by hand or by approved aquatic herbicides and methods.

D. <u>Fertilizer Application</u>

Strict adherence will be maintained with Lee County's Fertilizer Ordinance. Individual lot owners shall be prohibited from applying fertilizer to their lots. Any person(s) applying fertilizers must have received a limited certification in compliance with Florida Statute 482.1562 prior to application of any and all fertilizers. Additionally, fertilizer content and application rate must be in compliance with Lee County's Fertilizer Ordinance.

Fertilizer Application BMPs

- 1. All professional landscape businesses must register with Lee County prior to performing landscaping within unincorporated Lee County.
- 2. At least one (1) employee must be a Certified Professional Landscaper.
- 3. Proof of completion of a Lee County approved BMP training program must be provided to the Division of Lee County Natural Resources.
- 4. At least one (1) BMP trained employee must be on site while fertilizers are applied. A registration decal provided by the division must be displayed on all company vehicles.

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E. Erosion Protection and Lake Bank Maintenance

Lake banks are generally susceptible to erosion due to overland flow of stormwater runoff, wave action, and the natural seasonal fluctuation of water levels. Accordingly, lake banks within the project are designed to minimize this potential for erosion.

Erosion Protection and Lake Bank Maintenance

- 1. Lake banks will be inspected annually to identify areas of erosion. Once identified, the erosion will be repaired and the source of erosion shall be eliminated if possible.
- 2. Where excessive erosion occurs, repair of the lake banks and/or enhancement of stabilization measures may be necessary.

F. <u>Lake Education Program</u>

A narrative explaining the benefits of littoral vegetation, lake maintenance, and surface and groundwater quality will be made available to residents.

Lake Education Program BMPs

- 1. Lake experts are encouraged to be invited to the HOA and/or CDD meetings annually to discuss the lake system operation and maintenance requirements.
- 2. Individual homeowners within the property will be informed that they are prohibited from removing or trimming littoral vegetation.
- Additionally, the homeowners will be made aware that the development is located within the DR/GR and in proximity to Lee County Wellfields, and the extreme importance related to the elimination of any introduction of hazardous materials into the lakes.

G. Pesticide, Herbicide or Fungicide Applications

All applications of pesticides, herbicides, algaecides and/or fungicides shall be applied by a licensed professional applicator, meet the requirements of Lee County, be applied in accordance with manufacturer's specifications, and shall meet all applicable local, state and/or federal guidelines and requirements. Only aquatic approved herbicides may be used to treat the stormwater management system.

Pesticide, Herbicide, Algaecide or Fungicide Application BMPs

- Individual lot owners shall be prohibited from applying pesticides, herbicides and/or fungicides to their lots. These activities will only be performed by certified contractors approved by the HOA or CDD.
- The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents by certified lake management specialists for the control of algae and nuisance vegetation within the stormwater management system lakes. However, application of such agents shall be in compliance with the requirements of Lee County, applied in accordance with manufacturer specifications, and meet all applicable local, state and/or federal guidelines and requirements.
- 3. Pesticides, fungicides, and herbicides will be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged. Based on PWR's experience the laboratory parameters listed in Rule 62-550, F.A.C., updated July 2015, includes all of the potential pesticides, herbicides, algaecides, and/or fungicides proposed to be utilized in proximity to the proposed lakes.
- 4. A listing of each pesticide, herbicide, algaecide and/or fungicide applied during the calendar year, along with their Chemical Abstract Services (CAS) Number, shall be included in each Annual Water Quality Report and may be used for the basis of modifying the monitoring plan after baseline/background data is established.

H. Corkscrew Wellfield Protection

As stated above and shown in **Figure 1**, The Place at Corkscrew is predominately located within travel time Zones 3 and 4 (5-year and 10-year travel times), with a minor segment within Zone 2 (1-year travel time). None of the residential development occurs within Zone 1 or the 6-month travel time. The comprehensive set of BMPs described herein and the absence of any residential development within Zone 1 provides additional assurance that Lee County's public supply wells will be fully protected. However, given the importance of maintaining water quality in proximity to Lee County's public supply wells, the following additional measures will be implemented to monitor both surface and groundwater quality.

General Data Quality Objectives

All water quality samples will be collected in accordance with Chapter 62-160, Florida Administrative Code (F.A.C.), and the FDEP's Standard Operating Procedures (SOPs) DEP-SOP-001/01 FQ 1000 Field Quality Control Requirements.

All surface water quality samples will be collected in accordance with FDEP-SOP-001/01 FS 2100 Surface Water Sampling. All groundwater samples will be collected in accordance with FDEP-SOP-001/01 FS 2200 Groundwater Sampling. A summary of the proposed surface water and groundwater sampling schedule is provided in the attached **Table 1**.

Surface Water Monitoring Goals

The purpose of the surface water monitoring program is to assure stormwater discharges from the subject property meet all applicable requirements of the SFWMD ERP program authorized pursuant to Part IV of Chapter 373, F.S. and all applicable requirements of Chapter 62-302, F.A.C., Surface Water Quality Standards before discharging to Lee County's MS-4. Additionally, monitoring of the lakes will allow management actions to assure the lakes' health for the residents' enjoyment. Please note that additional surface water quality parameters may be required if the FDEP determines that the subwatershed or FDEP Water Body Identification (WBID) No. 3258EA becomes impaired.

Surface Water Quality Monitoring

As part of the Surface Water Quality Monitoring Plan, stormwater discharge from the subject property will be tested at least once prior to any construction activities to establish a baseline of potential nutrient discharge concentrations leaving the site. The baseline sample will be taken from one (or multiple) farm field drainage ditches, north of Corkscrew Road, near to the proposed location of Lake No. 1 (see Figure 2).

After completion of the stormwater management Lake No. 1 (see Figure 2), quarterly (March, June, September and December) water quality sampling will be conducted at the downstream discharge outfall(s) leaving the property immediately north of Corkscrew Road. Surface water grab samples will be collected within the top 12-inches of the discharge water column per FDEP protocol. Surface water quality parameters shall be analyzed by a NELAC/TNI-certified laboratory. These parameters are listed below and summarized in Table 2. Please note that if there is no stormwater discharge observed leaving the property at the time of sampling, the no-flow condition will be noted and no samples will be collected.

- Field Parameters: Depth of Water, Dissolved Oxygen Saturation (% and mg/L), pH,
 Temperature and Specific Conductivity.
- Lab Parameters: Total Nitrogen, Nitrite + Nitrate, Ammonium, Ammonia, Total Kjeldahl
 Nitrogen, Total Phosphorus, Chlorophyll-a, and Ortho-phosphate.

Quarterly water quality monitoring at the downstream discharge outfall(s) shall be continued for a minimum of 5-years after completion of stormwater management Lake No. 1. After consecutive 5-years of testing, a request for discontinuation or reduction in the monitoring requirements will be proposed to the Lee County Natural Resources Department if it can be demonstrated that water quality is being maintained within applicable State standards.

Groundwater Monitoring Goals

The purpose of the proposed groundwater monitoring program is to protect Lee County's wellfield from any adverse water quality effects from the development. The monitoring program shall be carried out such that if contamination were to take place it would be discovered and corrective action could take place before any such contaminate(s) were to enter the drinking water system.

Groundwater Quality Monitoring

A permanent groundwater monitoring network will be installed and consist of three (3) secure monitoring wells located upgradient of Lee County SAS Wells 35S, 36S and 37S, as shown on Figure 3. The three (3) groundwater quality monitoring wells (MW-1, MW-2, and MW-3) shall be constructed with a cased depth (40 feet bls) and total depth (120 feet bls) similar to the construction characteristics of Lee County's SAS Monitoring Wells MW-OI and JE-467 WT (Well ID Nos. 258273 and 258283). The specific analytes proposed to be sampled are provided in Table 3 and include Synthetic Organic Compounds (SOCs) such as pesticides and herbicides, and Volatile Organic Compounds (VOCs) such as hydrocarbons. The wells will be installed and initially sampled prior to completion of Lake No. 1 to provide a baseline value. All groundwater quality parameters shall be analyzed by a NELAC/TNI-certified laboratory and the minimum Method Detection Limit (MDL) for the laboratory shall meet or exceed the Rule 62-550 Regulatory Detection Limits listed in Table 3. The Practical Quantitation Limit (PQL) for each parameter may vary between laboratories, however the PQL typically equates to 4 times the MDL.

- Field Parameters: Depth to Water, pH, Temperature and Specific Conductivity.
- Lab Parameters: Rule 62-550 Synthetic Organic Compounds (SOCs) and Volatile Organic Compounds (VOCs) listed in Table 3.

Due to the fact that a majority of the development occurs within the 5-year and 10-year travel time and none of the residential stormwater management lakes occurs within the Zone 2 (1-year travel time), the frequency of groundwater testing shall be every 6 months or semiannual. Semiannual groundwater monitoring of the three (3) dedicated monitor wells shall be continued for a minimum of 5 years after completion of stormwater management Lake No. 1. After 5 years, a request for reduction in the groundwater monitoring requirements will be proposed to Lee County Natural Resources Department if it can be demonstrated that water quality is being maintained within applicable state standards.

Water Quality Data Reporting and Analysis

Surface and groundwater quality data will be submitted simultaneously to Lee County Natural Resources staff in a DNRM-approved electronic format within 30 days of receiving the water quality results from the contract laboratory. The submittal will include all field notes, field and laboratory water quality data results and will include all previously collected water quality data, i.e., period of record. The submittals will include a brief narrative on the most recent sample collection, sample chain of custody, descriptions of any re-testing of erroneous values, and any water quality exceedances.

By March 1 of each year, a Water Quality Summary Report for the preceding calendar year shall be supplied to Lee County Natural Resources staff that summarizes the surface and groundwater testing results for the development. The results will include a summary table that lists all the field and laboratory parameters for each monitoring location. Laboratory parameter concentrations that fall below the Practical Quantitation Limit (PQL) for that parameter will be reported with no value; however a value qualifier of "I" (between the MDL and PQL) or "U" (below the MDL) will be included in the table. All water quality data for the analytes listed in Tables 2 and 3 that are detected in concentrations above the laboratory PQL will be reviewed, graphed and statistically analyzed for trends and exceedances above two (2) standard deviations of the mean of all values. Any reported concentrations above the Maximum Contamination Level (MCL) will be clearly identified as well as remedial actions that were used to timely reduce that particular analyte's concentration. Details regarding remedial actions are provided in the Remedial Actions section of this ELMP. A table listing all pesticides, herbicides, algaecides, and/or fungicides used during the year will be included in the Water Quality Monitoring Report, and may be used for the basis modifying the monitoring plan after baseline/background is established. Based on PWR's experience the laboratory parameters listed in Rule 62-550, F.A.C., updated July 2015, includes all of the potential pesticides, herbicides, algaecides, and/or fungicides proposed to be utilized in proximity to the proposed lakes.

Remedial Actions

In the unforeseen event that significant groundwater impacts (as defined below) are identified as a result of a hydrocarbon spill or pesticide/herbicide application at the property, the Developer or designee of the HOA or CDD will notify the operator of the Lee County public water supply system and the Director of the Natural Resources Division within no less than 12 hours (or next business day). If a spill or release "presents an immediate threat to human health and/or the environment" the FDEP Office of Emergency Response ("OER") will be contacted within 24 hours. Guidance outlining the definition of a release as well as reporting procedures is presented in the OER Web page located at:

http://www.dep.state.fl.us/per/reportable incident.htm.

A significant impact to groundwater will be defined as an analytical result for an analyte exceeding its respective MCL concentration (see **Table 3**). The Developer or their successors will coordinate the assessment and remediation efforts with Lee County and will comply with applicable local, state, and federal permitting requirements. The initial phase of the remediation plan may consist of additional temporary monitoring wells installed for short-term temporal monitoring of potential subsurface impacts and to evaluate the horizontal and vertical distribution of the impacted area. Based on the findings of the initial phase, if necessary, a comprehensive assessment may be required.

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TABLES

Table 1Water Quality Sampling Schedule

| Date | Sample Type | Sample Location | |
|--------------|--------------------------------|--|--|
| January-31 | N/A | N/A | |
| February-28 | N/A | N/A | |
| March-31 | Surface Water | Project Outfall (Lake 1) | |
| April-30 | N/A | N/A | |
| May-31 | N/A | N/A | |
| June-30 | Surface Water / Groundwater | Project Outfall (Lake 1) / MW-1, MW-2, MW-3 | |
| July-31 | N/A | N/A | |
| August-31 | N/A | N/A | |
| September-30 | Surface Water | Project Outfall (Lake 1) | |
| October-31 | N/A | N/A | |
| November-30 | N/A | N/A | |
| December-31 | Surface Water / Groundwater | Project Outfall (Lake 1) / MW-1, MW-2, MW-3 | |

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Table 2Surface Water Quality Analytes and Schedule for Sampling

| Field Parameters | | | | | | | |
|-----------------------------------|-------|-------|--------------------|--|--|--|--|
| Parameter | Units | MDL | Sampling Frequency | | | | |
| Depth of Water | Feet | NA | Quarterly | | | | |
| Dissolved Oxygen | mg/L | NA | Quarterly | | | | |
| рН | SU | NA | Quarterly | | | | |
| Temperature | Deg C | NA | Quarterly | | | | |
| Specific Conductivity | μs/cm | NA | Quarterly | | | | |
| Laboratory Parameters (Nutrients) | | | | | | | |
| Total Nitrogen | mg/L | CALC | Quarterly | | | | |
| Nitrite + Nitrate | mg/L | 0.004 | Quarterly | | | | |
| Ammonium | mg/L | CALC | Quarterly | | | | |
| Ammonia | mg/L | 0.012 | Quarterly | | | | |
| Total Kjeldahl Nitrogen | mg/L | 0.05 | Quarterly | | | | |
| Total Phosphorus | mg/L | 0.008 | Quarterly | | | | |
| Chlorophyll-a | mg/L | 0.62 | Quarterly | | | | |
| Ortho-phosphate | mg/L | 0.002 | Quarterly | | | | |

Table 3Groundwater Quality Analytes and Schedule for Sampling

| | Synt | hetic Organic C | ompounds | | |
|-------------------|--|---------------------|------------------------------|--|--------------------------|
| Federal ID Number | 62-550 Proposed Analytes | CAS Number | CH. 62-550 MCL (ug/L) | Rule 62-550 Regulatory Detection Limit (ug/L) | MW-1, MW-2, MW-5 |
| 2063 | 2,3,7,8-TCDD (Dioxin) | 1746-01-6 | 3.00E-05 | 5.00E-06 | Semiannual |
| 2105 | 2,4-D | 94-75-7 | 70 | 0.10 | Semiannual |
| 2110 | 2,4,5-tp (Silvex) | 93-72-1 | 50 | 0.20 | Semiannual |
| 2051 | Alachlor | 15972-60-8 | 2 | 0.20 | Semiannual |
| 2050 | Atrazine | 1912-24-6 | 3 | 0.10 | Semiannual |
| 2306 | Benzo(a)pyrene | 50-32-8 | 0.2 | 0.02 | Semiannual |
| 2046 | Carbofuran | 1563-66-2 | 40 | 0.90 | Semiannual |
| 2959 | Chlordane | 57-74-9 | 2 | 0.20 | Semiannual |
| 2031 | Dalapon | 75-99-0 | 200 | 1.00 | Semiannual |
| 2035 | Di(2-ethylhexyl)adipate | 103-23-1 | 400 | 0.60 | Semiannual |
| 2039 | Di(2-ethylhexyl)phthalate | 117-81-7 | 6 | 0.60 | Semiannual |
| 2931 | Dibromochloropropane (DBCP) | 96-12-8 | 0.2 | 0.02 | Semiannual |
| 2041 | Dinoseb | 88-85-7 | 7 | 0.20 | Semiannual |
| 2032 | Diquat | 85-00-7 | 20 | 0.40 | Semiannual |
| 2033 | Endothall | 145-73-3 | 100 | 9.00 | Semiannual |
| 2005 | Endrin | 72-20-8 | 2 | 0.01 | Semiannual |
| 2946 | Ethylene dibromide (EDB) | 106-93-4 | 0.02 | 0.01 | Semiannual |
| 2034 | Glyphosate | 1071-83-6 | 700 | 6.00 | Semiannual |
| 2065 | Heptachlor | 76-44-8 | 0.4 | 0.04 | Semiannual |
| 2067 | Heptachlor epoxide | 1024-57-3 | 0.2 | 0.02 | Semiannual |
| 2274 | Hexachlorobenzene | 118-74-1 | 1 | 0.10 | Semiannual |
| 2042 | Hexachlorocyclopentadiene | 77-47-4 | 50 | 0.10 | Semiannual |
| 2010 | Lindane | 58-89-9 | 0.2 | 0.02 | Semiannual |
| 2015 | Methoxychlor | 72-43-5 | 40 | 0.10 | Semiannual |
| 2036 | Oxamyl (vydate) | 23135-22-0 | 200 | 2.00 | Semiannual |
| 2326 | Pentachlorophenol | 87-86-5 | 1 | 0.04 | Semiannual |
| 2040 | Picloram | 2/1/1918 | 500 | 0.10 | Semiannual |
| 2383 | Polychlorinated biphenyls (PCBs) | 1336-36-3 | 0.5 | 0.10 | Semiannual |
| 2037 | Simazine | 122-34-9 | 4 | 0.07 | Semiannual |
| 2020 | Toxaphene | 8001-35-2 | 3 | 1.00 | Semiannual |
| | THE . | atile Organic Co | <u> </u> | 2.00 | - Schliding |
| 2977 | 1,1-Dichloroethylene | 75-35-4 | 7 | 0.5 | Semiannual |
| | 1.1.1-Trichloroethane | | - - | | |
| 2981 | | 71-55-6 | 200 5 | 0.5 | Semiannual |
| 2985 2980 | 1,1,2-Tricholoroethane | 79-00-5 107-06-2 | 3 | 0.5 | Semiannual |
| | 1 | | | 0.5 | Semiannual |
| 2983 2378 | 1,2-Dichloropropane 1,2,4-Tricholorobenzene | 78-87-5 120-82-1 | 70 | 0.5 | Semiannual Semiannual |
| 2990 | Benzene | 71-43-2 | 1 | 0.5 | Semiannual |
| 2982 | Carbon tetrachloride | 56-23-5 | 3 | 0.5 | Semiannual |
| 2380 | cis-1,2-Dichloroethylene | 156-59-2 | 70 | 0.5 | Semiannual |
| 2964 | Dichloromethane | 75-09-2 | 5 | 0.5 | Semiannual |
| 2992 | Ethylbenzene | 100-41-4 | 700 | 0.5 | Semiannual |
| 2989 | Monochlorobenzene | 108-90-7 | 100 | 0.5 | Semiannual |
| 2968 | o-Dichlorobenzene | 95-50-1 | 600 | 0.5 | Semiannual |
| 2969 | para-Dichlorobenzene | 106-46-7 | 75 | 0.5 | Semiannual |
| 2996 | Styrene | 100-42-5 | 100 | 0.5 | Semiannual |
| 2987 | Tetrachloroethylene | 127-18-4 | 3 | 0.5 | Semiannual |
| 2991 | Toluene | 108-88-3 | 1000 | 0.5 | Semiannual |
| 2979 | trans-1,2-Dichloroethylene | 156-60-5 | 1000 | 0.5 | Semiannual |
| | | 79-01-6 | 3 | 0.5 | Semiannual |
| 2984 | Trichloroethylene | 75-01-6 | 1 | 0.5 | Semiannual |
| 2976 2955 | Vinyl chloride Xylenes (total) | 1330-20-7 | 10 | 0.5 | Semiannual |

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FIGURES

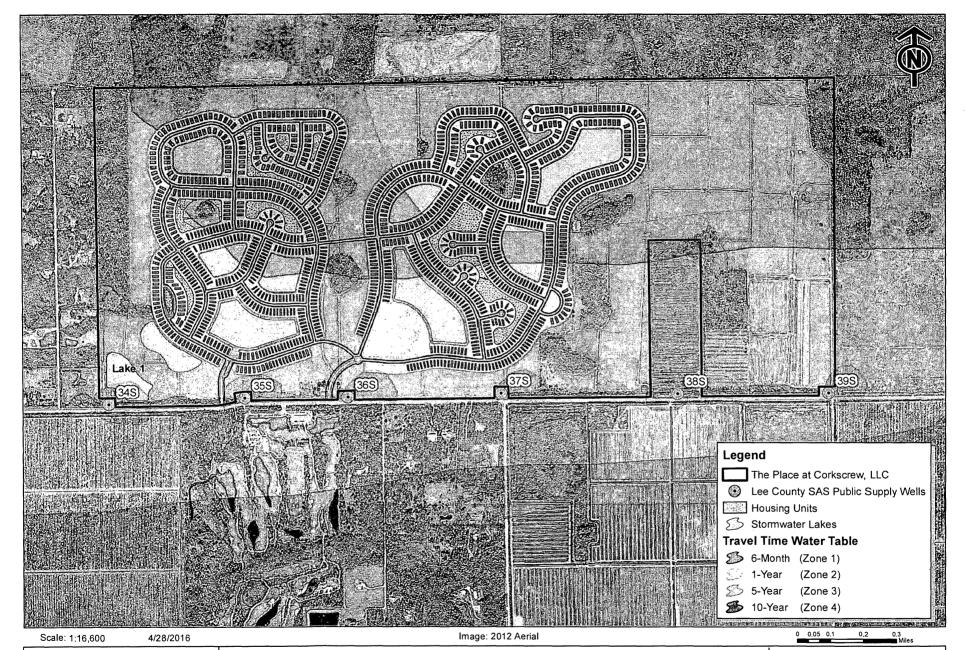


Figure 1 - Surficial Aquifer System (Water Table Aquifer) Travel Times
The Place at Corkscrew, LLC
Lee County, FL



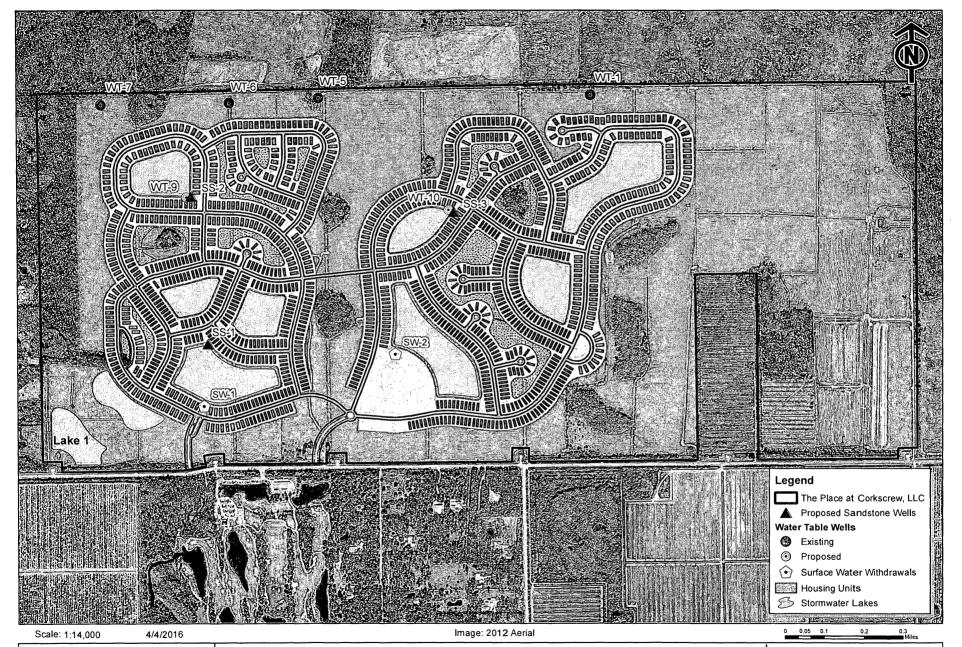


Figure 2 - Proposed Irrigation System Layout
The Place at Corkscrew, LLC
Lee County, FL



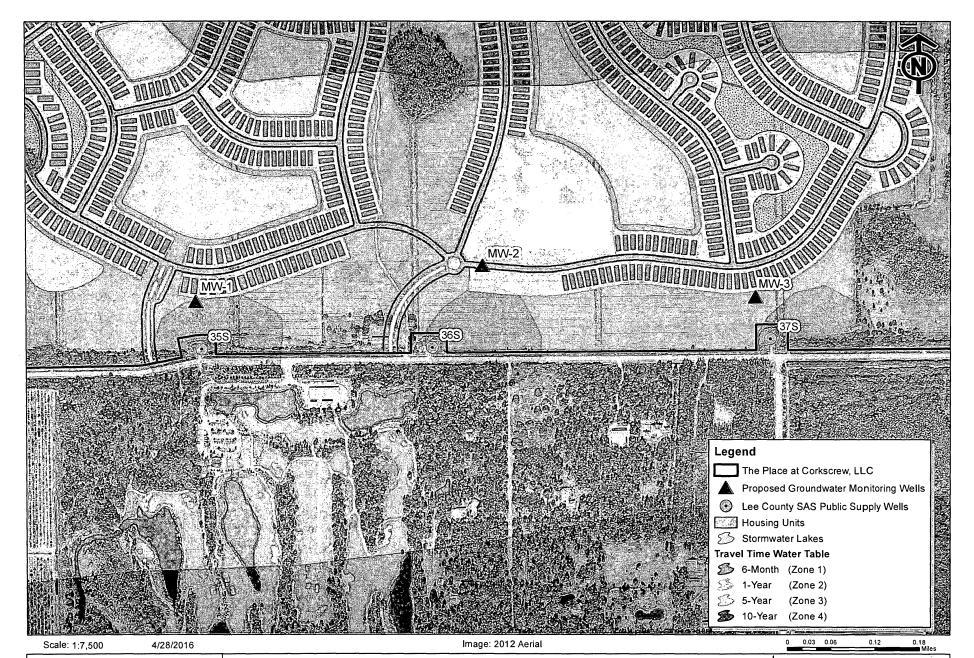
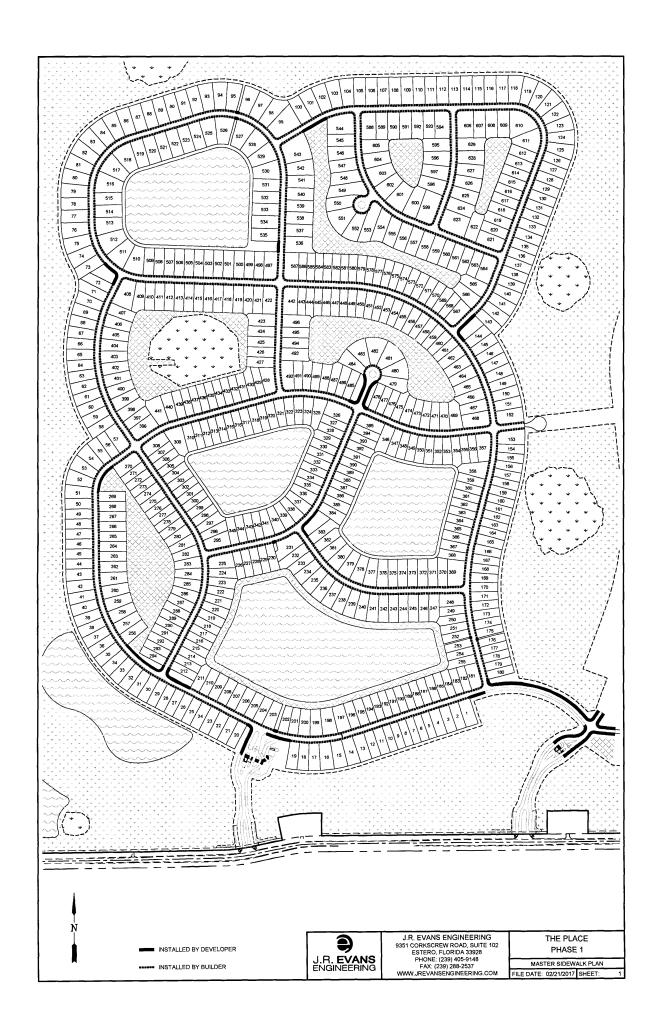


Figure 3 - Proposed Surficial Aquifer System Monitor Wells
The Place at Corkscrew, LLC
Lee County, FL

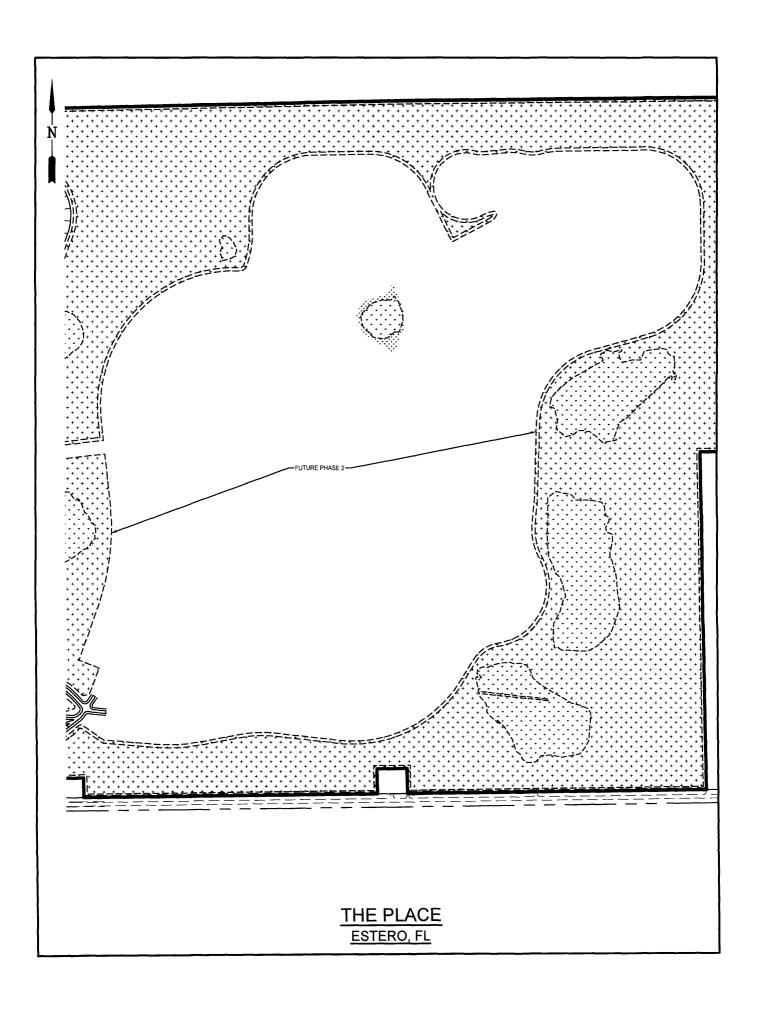


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EXHIBIT "F" ACCESS MANAGEMENT PLAN



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EXHIBIT "G"

IRRIGATION AGREEMENT

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Prepared by and after recording return to: Charles Mann Pavese Law Firm 1833 Hendry St Fort Myers, FL 33902 239-336-6242

IRRIGATION WATER AND CONNECTION FEE AGREEMENT

THIS IRRIGATION WATER AND CONNECTION FEE AGREEMENT ("Agreement") is made and entered into this 3 day of MRLL, 2017, by and between LConnection, LLC, a Florida limited liability company (hereinafter referred to as "LCon"), WDG Connections, LLC, a Florida limited liability company (hereinafter referred to as "WDG"), The Place at Corkscrew, LLC, a Florida limited liability company (hereinafter referred to as "TPC"), and CFEE Land Investments-Sub, LLC, a Florida limited liability company (hereinafter referred to as "CFEE").

RECITALS

Whereas, TPC and CFEE are the owners of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference, commonly known as The Place (the "Property"); and

Whereas, the Property is being developed into a residential community; and

Whereas, the irrigation water for the Property will be provided from a number of wells within the Property, more particularly shown on Exhibit "B" attached hereto and incorporated herein by this reference (the "Wells"); and

| Whereas, pursuant to that certain Assig | gnment of Well Rights dated March, | 2017 and recorded |
|---|--|-------------------|
| as Instrument Number | in the Public Records of Lee County, F | Florida, LCon and |
| WDG are the owners of all right, title and intere | st in and to the wells for irrigation wate | r: and |

Whereas, TPC and CFEE, or their successors and assigns, will be obligated to provide irrigation water from the Irrigation Wells to the Property, and in consideration thereof, the owners of parcels and lots within the Property are, or would be, obligated to pay a monthly usage fee for the irrigation water; and

Whereas, TPC and CFEE have requested, and LCon and WDG have agreed, to allow irrigation water to be drawn from the Irrigation Wells without payment of a monthly usage fee, provided an irrigation connection fee ("Connection Fee") is paid to LCon and WDG upon each and every conveyance of a Unit or Parcel located within the Property, as defined in the Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place and its exhibits, all as amended from time to time (the "Master Declaration"). Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Declaration.

Now therefore, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. <u>Incorporation of Recitals.</u> The above recitals are true and correct and are incorporated herein as if restated in their entirety.

- Use of Irrigation Wells. TPC, CFEE and, the Association, or an individual Owner (if permitted by the Master Declaration), may draw irrigation water from the Irrigation Wells in accordance with any rules and regulations of the Association governing use of the Irrigation Wells, and subject to any governmental restrictions.
- 3. <u>Usage Fee for Irrigation Wells for Water.</u> In consideration of the right to draw irrigation water from the Irrigation Wells, without payment of a monthly usage charge, and in further consideration of the benefit received thereby, TPC and CFEE, on behalf of itself, and its successors and assigns, and every Owner by acceptance of a deed to a Unit or Parcel within the Property, agrees to pay each of LCon and WDG a Connection Fee as follows:

At the time of the initial conveyance of title to a Unit or Parcel from the Declarant or a Builder (as defined in the Declaration) to a third party, such third party shall pay a Connection Fee of \$1000.00, with \$500.00 paid directly to LCon and \$500.00 paid directly to WDG.

At the time of each conveyance of title to a Unit or Parcel by an Owner to a subsequent Owner after the initial conveyance of the Unit or Parcel from the Declarant or a Builder, such subsequent Owner shall pay a Connection Fee of \$1500.00, with \$750.00 paid directly to LCon and \$750.00 paid directly to WDG.

The Connection Fee shall be immediately due and payable and shall be deemed delinquent if not received by both LCon and WDG within ten (10) days after the date of each such conveyance. For purposes hereof, a "conveyance" shall mean the transfer of title to a Unit or Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. If the Owner is a corporation, limited liability company or other business entity, then the term "conveyance" shall include the sale, issuance or transfer of any stock or interest of the Owner or of any corporate entity or partnership which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Connection Fee: (a) the initial conveyance from the Declarant under the Declaration to a Builder; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; and (d) to an Institutional Mortgage or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (d) above, the Connection Fee shall be due and payable.

- 4. Delinquent Payments and Right to a Lien. In the event that any Connection Fee is not paid within (10) days after the date due, then interest shall accrue at the highest rate permitted by law from the date due until paid, and the Owner shall be liable to LCon and WDG for all costs of collection. In addition to all other rights and remedies that are available to LCon and WDG at law or in equity, LCon and WDG shall have the right to immediately record a lien against the Unit or Parcel for all past due amounts, including interest at the highest rate allowed by law and costs of collection (including, but not limited to, reasonable attorney's fees). No Owner may be exempt from personal liability for payment of the Connection Fee, or release the Parcel or Unit, or portion thereof, from the liens and charges hereof, by non-use or by waiver of the right to use irrigation water from the Irrigation Lakes. Said lien shall be perfected from and after the recording of a Claim of Lien in the Public Records of Lee County by LCon and/or WDG, which Claim of Lien may be foreclosed in the same manner as a mortgage under Chapter 702, Florida Statutes, as amended from time to time.
- Prohibition Against Monthly Charge. For so long as this Agreement is in effect, and the Connection Fees continues to be paid, neither LCon nor WDG shall have the right to charge additional usage or other fees for irrigation water drawn from the Irrigation Wells.
- 6. <u>Maintenance of Irrigation Wells.</u> Pursuant to the Master Declaration, the Association shall be solely responsible for all permits related to the Irrigation Wells and for the maintenance of the Irrigation Wells, including but not limited to repair and replacement of the pumps and irrigation system, and all monitoring required under any permits, and LCon and WDG shall have no responsibility or liability therefore.
- 7. <u>Binding Agreement.</u> The terms and conditions of this Agreement shall attach to and run with the Property and shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.
- 8. <u>Entire Agreement and Amendment.</u> This Agreement represents the entire agreement and understanding between the parties, and may not be modified or terminated except by written instrument signed by TPC, CFEE, LCon, WDG and the Association.
- 9. <u>Termination.</u> In the event that this Agreement is terminated by operation of law or otherwise, then all rights of TPC, CFEE, the Association, and all Owners to draw irrigation water from the Irrigation Wells shall immediately cease until such time as a new agreement for use of the Irrigation Wells is entered into. During any interim period, LCon and WDG shall have the right to charge a monthly usage fee for irrigation water actually used at rates no higher than the rates being charged by the local water utility, which charges shall be secured by the lien rights hereunder. This provision shall survive the termination of this Agreement.
- 10. <u>Authorization.</u> The parties hereto have full power and authority to enter into this Agreement and comply with the terms hereof.
- 11. <u>Controlling Law.</u> This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

- 12. <u>No Waiver.</u> Failure of LCon or WDG to exercise or enforce any rights hereunder shall not constitute a waiver of any of its rights hereunder.
- 13. <u>Estoppel Requests.</u> Estoppel requests and payments required hereunder shall be mailed to LConnection, LLC, and WDG Connections, LLC, or their successors, at their most current address on file with the Florida Division of Corporations.

In Witness Whereof, the parties have executed this Agreement the day and year first written above.

[Signatures on following pages]

A Florida limited liability company

Barbara Cameratta, Manager

The foregoing instrument was acknowledged before me this 2 day of Marc L., 2017, by Barbara Cameratta, as Manager of LConnection, LLC, a Florida limited liability company, who is personally known to me or who has produced ______ as identification.

NOTARY PUBLIC
My Commission Expires:

CHERYL ANN YANO
MY COMMISSION # FF 028038
EXPIRES: October 17, 2017
Bonded Thru Notary Public Underwriters

WDG Connections, LLC, A Florida limited liability company Print Name: NAME APONDO By: EKG General Partner LLC, a Florida limited liability company, its Manager Print Name: Uso STATE OF Plonesa) COUNTY OF Many = bade The foregoing instrument was acknowledged before me this 3 day of Work 2017, by Eddy Garcia, as Manager of EKG General Partner, LLC, a Florida limited liability company, Manager of WDG Connections, LLC, a Florida limited liability company, who is personally known to me or who has produced ___ _____ as identification.

> **NOTARY PUBLIC 3** My Commission Expires:

Notary Public State of Florida Maria D Garcia My Commission FF 026415 Expires 06/16/2017

) Imo

Print Name:__

Prin Name:

The Place at Corkscrew, LLC, A Florida limited liability company

By: Corkscrew Farms, LLC, a Florida limited liability company

Its: Authorized Member

Joseph/Cameratta, Manager

STATE OF FLOW

COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 2 day of March 2017, by Joseph Cameratta, as Manager of Corkscrew Farms, LLC, a Florida limited liability company, as Authorized Member of The Place at Corkscrew, LLC, a Florida limited liability company, who is personally known to me or who has produced ______ as identification.

NOTARY PUBLIC
My Commission Expires:

MY COMMISSION # FF 026038 EXPIRES: October 17, 2017 Bonded Thru Notary Public Underwriters

rint Name: Chen Yan

Print Name: Cay BLACKSMITH

CFEE Land Investments-Sub, LLC, A Florida limited liability company

By: CFEE Land Investments, LLC, a Florida limited liability company, its sole Member

By: Corkscrew Farms, LLC, a Florida limited liability company

Its: Authorized Member

By: Manager Joseph Cameratta, Manager

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STATE OF FL)
COUNTY OF Lee)

NOTARY PUBLIC
My Commission Expires:

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EXHIBIT "A"



www.barraco.net

Civil Engineers, Land Surveyors and Planners

DESCRIPTION

Parcel in Sections 23 and 24, Township 46 South, Range 26 East, and Section 19, Township 46 South, Range 27 East Lee County, Florida

A tract or parcel of land lying in Sections 23 and 24, Township 46 South, Range 26 East and in Section 19, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being those lands described in deed recorded in Instrument Number 2005000078253, less and except Parcels 103, 104A, 104B, 104C, 105 and 109, as described in Instrument Number 2007000176222, all in the Public Records of Lee County, Florida said tract or parcel of land being more particularly described as follows:

Beginning at the Northeast corner of said Section 19 run Soo°13'40"E along the East line of the Northeast Quarter (NE 1/4) of said Section 19 for 2,621.08 feet to the Southeast corner of said Fraction; thence run Soo°11'34"E along the East line of the Southeast Quarter (SE 1/4) of said Section 19 for 2,427.68 feet to the Northeast corner of said Parcel 109; thence run along the Northerly and Westerly line of said Parcel 109 the following three (3) courses: S89°20'15"W for 1.25 feet; S89°32'32"W for 259.15 feet and Soo°27'28"E for 145.00 feet to an intersection with the Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°32'32"W along said Northerly right of way line for 1,880.92 feet to an intersection with the Easterly line of the West Half (W 1/2) of the following: the South Half (S 1/2) of the West Three Quarters (W 3/4) of said Section 19, Less the West 2,310 feet; thence run Noo°33'27"W along said Easterly line for 2,561.01 feet to an intersection with the North line of the South Half (S 1/2) of said Section 19; thence run S89°13'58"W along said North line for 830.92 feet to an intersection with the East line of the West 2,310 feet of said Section 19; thence run Soo°46'37"E along said East line for 2,557.42 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°23'21"W along said Northerly right of way line for 2,265.68 feet to an intersection with the Easterly line of said Parcels 104C and 105; thence run along the Easterly, Northerly and Westerly line of said Parcels 104C and 105 the following four (4) courses: Noo°36'39"W for 190.00 feet; \$89°23'21"W for 43.96 feet; \$89°29'50"W for 185.35 feet and Soo°30'10"E for 190.00 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°29'50"W along said Northerly right of way line for 2,232.72 feet to an intersection with the Easterly line of said Parcel 104B; thence run along the Easterly, Northerly and Westerly line of said Parcel 104B the following four (4) courses: Noo°30'10"W for 145.00 feet; S89°29'50"W for 211.66 feet; S89°40'10"W for 48.02 feet and S00°19'50"E for 145.00 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°40'10"W along said Northerly right of way line for 1,437.11 feet to an intersection with the Easterly line of said Parcel 104A; thence run along the Easterly, Northerly and Westerly line of said Parcel 104A the following five (5) courses: Noo°19'50"W for 144.55 feet; S89°40'10"W for 38.90 feet to a point on a non-tangent curve; Westerly along an arc



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Civil Engineers, Land Surveyors and Planners

DESCRIPTION (CONTINUED)

of a curve to the left of radius 1,044.55 feet (delta 11°07'17") (chord bearing S84°06'38"W) (chord 202.43 feet) for 202.75 feet; S78°33'07"W for 38.84 feet and S11°26'53"E for 144.55 feet to an intersection with said Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run along said Northerly right of way line the following three (3) courses: S78°33'10"W for 201.45 feet to a point of curvature; Westerly along an arc of a curve to the right of radius 1,050.00 feet (delta 10°30'00") (chord bearing \$83°48'10"W) (chord 192.15 feet) for 192.42 feet to a point of tangency and S89°03'10"W for 504.76 feet to an intersection with the East line of the Southeast Quarter (SE 1/4) of said Section 23; thence run S89°29'09"W along the Northerly right of way line of Corkscrew Road, (100 feet wide right of way), as described in a deed recorded in Official Records Book 571, at Page 457, Lee County Records, for 1,069.13 feet to an intersection with the Easterly line of said Parcel 103; thence run along the Easterly and Northerly line of said Parcel 103 the following two (2) courses: Noo°30'51"W for 145.00 feet and S89°29'09"W for 260.29 feet to an intersection with the West line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 23; thence run Noo°39'48"W along said West Line for 2,436.24 feet to the Northwest corner of said Fraction; thence run Noo°37'17"W along West line of the East Half (E 1/2) of the Northeast Ouarter (NE 1/4) of said Section 23 for 2,632.74 feet to an intersection with the North line of said Section 23; thence run N89°37'27"E along said North line for 1,338.27 feet to the Northwest corner of said Section 24; thence run N88°49'06"E along the North line of the Northwest Quarter (NW 1/4) of said Section 24 for 2,619.25 feet to the Northeast corner of said Fraction; thence run N88°49'23"E along the North line of the Northeast Quarter (NE 1/4) of said Section 24 for 2,619.44 feet to the Northwest corner of said Section 19; thence run N89°27'01"E along the North line of the Northwest Quarter (NW 1/4) of said Section 19 for 2,660.88 feet to the Northeast corner of said Fraction; thence run N89°26'58"E along the North line of the Northeast Quarter (NE 1/4) of said Section 19 for 2,662.24 feet to the POINT OF BEGINNING.

Containing 1,361.27 acres, more or less.

LESS AND EXCEPT:

COMMENCING at the Southeast Corner of said Section 19 run Noo°11'34"W along the East line of the Southeast Quarter (SE 1/4) of said Section 19 for 195.01 feet to the Northeast corner of Parcel 109 as described in Instrument Number 2007000176222, of the Public Records of Lee County, Florida and the POINT OF BEGINNING.

From said Point of Beginning run along the Northerly and Westerly line of said Parcel 109 the following three (3) courses: S89°20'15"W for 1.25 feet; S89°32'32"W for 259.15 feet and S00°27'28"E for 145.00 feet to an intersection with the Northerly right of way line of Corkscrew Road, (100 feet wide right of way); thence run S89°32'32"W along said Northerly right of way line for 210.27 feet; thence run N00°11'34"W parallel with said East line of the Southeast Quarter (SE 1/4) for 553.34 feet; thence run N89°48'26" E for 470.00 feet to an

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DESCRIPTION (CONTINUED)

intersection with said East line; thence run Soo°11'34"E along said East line for 406.17 feet to the POINT OF BEGINNING. Containing 5.09 acres, more or less.

Containing a net area of 1356.18 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2007) and are based on the East line of the Northeast Quarter (NE 1/4) of said Section 19 to bear Soo°13'40"E.

Scott A. Wheeler (For The Firm) Professional Surveyor and Mapper Florida Certificate No. 5949

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EXHIBIT "B"

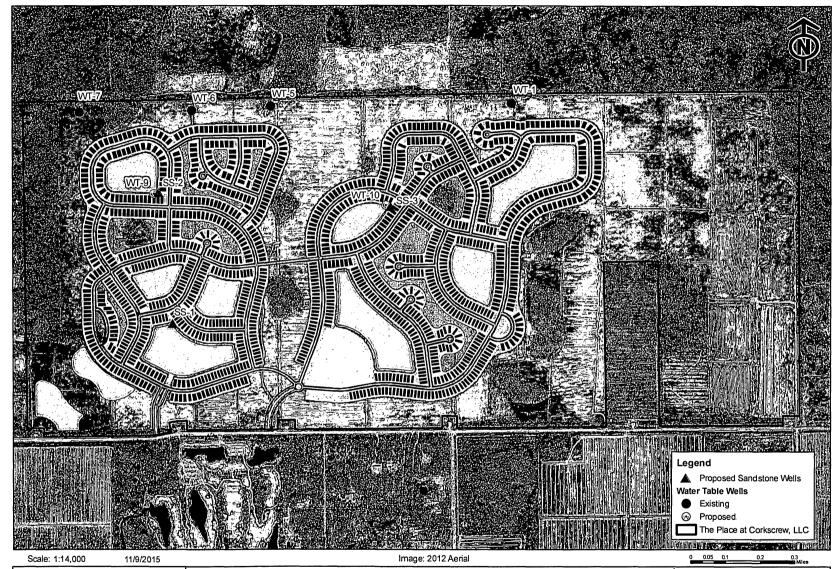


Figure 1 Updated Withdrawal Map The Place at Corkscrew, LLC

