This instrument prepared by, and after recording please return to:

Lisa Barnett Van Dien
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Recording and Fees:
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MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CORKSCREW SHORES

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CORKSCREW SHORES ("Declaration") is made this 11 day of MARCH, 2014, by Corkscrew Lakes, LLC, a Florida limited liability company (hereinafter referred to as the "Declarant") for itself and its successors, grantees and assigns.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described on **Exhibit "A"** attached hereto and made a part hereof (hereinafter the "Land"), and intends to develop all or portions of the Land into a residential community known as CORKSCREW SHORES (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 Corkscrew Shores 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 declares 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. 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

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. DEFINITIONS. 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. "Area of Common Responsibility" 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 "C"**.

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 Corkscrew Shores 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. "Community" means the residential community to be called Corkscrew Shores, 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.

1.8. "Board of Directors " or "Board" means the Board of Directors of the Association.

1.9. "Builder" 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. As of the date of recording of this Declaration, Pulte Home Corporation, a Michigan corporation, shall be a designated Builder.

1.10. "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto as **Exhibit "D"**.

1.11. "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 shall include, but not be limited to, the Water Management Systems, streets, medians, sidewalks, open spaces, perimeter walls, landscaped areas, fountains, street lighting, project signage and entry features and any other area or facility that Declarant designates as such. 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.

1.12. "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. "Declarant" means and refers to Corkscrew Lakes, LLC, 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.

1.15. "Declaration" means and refers to this Master Declaration of Covenants, Conditions and Restrictions for Corkscrew Shores as it may be amended or supplemented from time to time.

1.16. "First Mortgagee" shall mean and refer to the holder of a first position mortgage encumbering any Unit.

1.17. "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.

1.18. "Guest" means a person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.19. "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.

1.20. "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 estate which may hereafter be declared to be subject to this Declaration and all improvements made to such Land.

1.21. "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.

1.22. "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.

1.23. "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.

1.24. "Neighborhood Assessments" shall mean Assessments levied against Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

1.25. "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.

1.26. "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.

1.27. "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.

1.28. "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.

1.29. "Neighborhood Representative" shall mean the individual permitted to vote on behalf of and represent a Neighborhood Association on Association matters.

1.30. "Occupant", when used in connection with a Unit, means any person who is physically present in the Unit on two or more consecutive days, including staying overnight.

1.31. "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.

1.32. "Parcel" shall mean and refer to any portion of the Land that is intended for future development 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.

1.33. "Residence" shall refer to the improvements upon or within a Unit for which a certificate of occupancy has been issued.

1.34. "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.

1.35. "SFWMD" means the South Florida Water Management District.

1.36. "Site Plan" means the conceptual, graphic rendering of Corkscrew Shores, attached hereto as **Exhibit "B."** The Site Plan is conceptual only, and Declarant shall have the right to amend or modify the Site Plan in Declarant's sole discretion without the approval of any Owner or Institutional Mortgagee.

1.37. "Streets" shall mean and refer to any roadway which is dedicated to or owned by the Association, and any and all other roadways for which the Association is charged with maintaining, or has agreed to maintain by any separate agreement, or any roadway the Declarant conveys or dedicates to a Neighborhood Association, 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 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 "I"**.

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. "Turnover" 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. All environmental resource permits and surface water management permits for Corkscrew Shores are attached hereto as **Exhibit "E."** The maintenance and monitoring plan for the Conservation Areas is attached hereto as **Exhibit "F".** The Stormwater Pollution Prevention Plan is attached hereto as **Exhibit G**. The Urban Stormwater Management Program is attached hereto as **Exhibit "H".**

2. 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 quiet enjoyment of the Land may be unavoidably interfered with to some extent by construction and sales operations. From time to time, Declarant and others 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, including, without limitation, the Site Plan. 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. The maximum number of Units that may be constructed within the Community is 800. Notwithstanding, the Declarant makes no representation or warranty regarding the timing of or guarantees 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 extended.

2.1. Development Order and Other Governmental Orders. Declarant may present applications for various development orders pertaining to the development of the Land. If such applications are

approved, 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 lessees, guests, and invitees shall be conveyed and/or dedicated to, and maintained by the Association, or the applicable Neighborhood Association, as Streets (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. All such roads within the Land may be owned or maintained by the Association or the applicable Neighborhood Association, as Declarant directs, or as applicable. 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, Association, any Owner, or any other person.

2.3. Supplemental Declarations. 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; (c) create new provisions to 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.

2.4. Conservation Easements. 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 depicted on the Site Plan attached as Exhibit "B" shall not be directly or indirectly illuminated by lighting originating from the developed areas of the Land. Declarant shall have the right, but not the obligation, to construct pedestrian pathways through designated preserve or Conservation Areas.

3. ASSOCIATION MEMBERSHIP AND VOTING. 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. Class "A". Class "A" Members shall be all Owners of Units or Parcels within the Land other than the Class "B" Member.

3.1.2. Class "B". 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. Class "A". 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. Class "B". 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. Joint Ownership, Corporations. 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. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS. 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, including, without limitation, the Water Management System and Conservation 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. Prior to Turnover, and subject to Declarant's obligations under Section 4.6, the Declarant shall have the right to reduce the Assessments payable on Units or Parcels that are not owned by a Builder and that do not contain a Residence, in Declarant's sole discretion, provided that such Units or Parcels shall pay at least 25% of the Assessments payable by a Unit or Parcel containing a Residence. Notwithstanding, if a Residence is located on any Unit or Parcel, 100% of the Assessments allocated to the Unit or Parcel shall be due and payable and may not be reduced by Declarant.

4.1.5. 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 Corkscrew Shores.

4.2. Creation of Lien and Personal Obligation for Assessments. 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.

4.3. Builder Assessments. Until such time as a Residence is located on any Parcel or Unit owned by a Builder, the Builder shall be responsible to pay only 25% 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 25% 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. Assessments Due Date. 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. Annual Statements and Accounting. 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 Guarantee. The Declarant guarantees the Assessment against each Parcel or Unit during the first fiscal year of operation of the Association will not exceed $285.00 per month. The guarantee shall continue in effect until Turnover, at which time it shall automatically terminate. Declarant shall have the right to increase the Assessment during each fiscal year that the guarantee is in effect by 115% of the previous year's Assessment. During the Guarantee Period, which is defined as the period beginning on the date of incorporation of the Association and ending on the date of Turnover, the Declarant shall be excused from the payment of Assessments for Parcels and Units owned by it, and instead shall pay that portion of all Association Expenses actually incurred which exceeds Association revenues from all sources. After the expiration or termination of the Guarantee Period, the Declarant shall have the same responsibility for Assessments as to Parcels and Units as any other Owner, provided however, that the Declarant shall be entitled to the same discount as a Builder, as set forth in Section 4.3 above.

4.7. Establishment of Liens. 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. Certificate. 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. 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 $1,000.00, which payment may be used by Declarant for any purpose (the "One-Time Payments"). 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 all One-Time Payments. Declarant shall have the right to assign the right receive and collect all or any portion of the One-Time Payments in Declarant's sole discretion.

4.12 Initial Capital Contribution. A $500.00 initial capital contribution (the "Resale 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.

4.13. Resale Contributions. A $500.00 resale contribution (the "Resale Contribution") shall be due and payable to the Association by the transferee upon the 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 (except during the Guarantee Period). 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 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. The $1,500.00 irrigation fee (the "Irrigation Fee") required by the Agreement for Sale and Purchase of Irrigation Water recorded as Instrument Number 2004000050722, Public Records of Lee County, Florida (the "Irrigation Agreement"), and attached hereto as Exhibit "L", shall be due and payable to Lake Property Utility, LLC, a Florida limited liability company, or its assignee, if applicable, upon every conveyance of title to a Unit or Parcel by an Owner, including at the time of the initial conveyance of title to the Parcel from the Declarant or a Builder to a third party.

4.15. Exempt Properties. 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. ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS. 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 Corkscrew Shores, 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. Cumulative Effect; Conflict. 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. Obligations of Neighborhood Associations. 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. Conflict. 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. Architectural Review Committee. 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. Purpose. 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. Criteria. 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. Limitation of Liability. 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. Fees and Plans. 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. Removal of Non-Conforming Improvements. 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. Compliance. 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. Exception. 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. Landscaping Requirements. All landscaping shall consist of a minimum of 75 percent native vegetation. The ARC shall provide a list of approved native plants. 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.

7. EASEMENTS. 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.

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. Waste Disposal. 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. Ingress and Egress. A non-exclusive, perpetual easement shall exist in favor of Declarant, 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. Maintenance. An easement shall exist in favor of the Association as to the portions of each Parcel or Unit for which the Association has maintenance responsibility. In addition, an easement is hereby reserved to Declarant, 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 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. Cross-Drainage. 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. [INTENTIONALLY DELETED].

7.8. Water Management System. Subject to Article 9, each Owner, the Association, Neighborhood Association, 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 or the Association may dedicate to any public or quasi-public agency, community development district or similar entity under such terms as Declarant or the Association 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 effect 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.

7.9. 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 "WHERE IS, AS IS" THE CONVEYANCE OF ANY SUCH COMMON AREAS 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, 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:

7.9.1. The right and duty of the Association 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.

7.9.2. 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.

7.9.3. 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.

7.9.4. The rights of the Association 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.

7.9.5. The right of Declarant to permit such persons as Declarant shall designate to use the Common Areas and all recreational facilities located thereon.

7.9.6. The right of Declarant and the Association to have, grant and use general and specific easements over, under and through the Common Areas.

7.9.7. The rights of Declarant to withdraw portions of the Common Areas as provided herein.

7.10. 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.

7.11. Easement for Lake Maintenance. Subject to Article 9, Declarant hereby grants to the Association, 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. Maintenance of Units/Parcels and Common Areas. 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. Responsibility for Repair and Replacement. 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 "K"**, 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. 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.

8.4. Maintenance Obligations of Association. Subject to the provisions of Section 8.3, 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). 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. It is the responsibility of the Association to operate and maintain the Water Management System, subject to the Association's rights to convey title and maintenance responsibilities set forth in Section 9.2.3 and set forth below. The Association 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. All such maintenance shall be an Association Expense. If wetland mitigation is required under any of the permits for the Community, then the Association 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 is attached hereto as **Exhibit "F"**, the Indigenous Preserve and Protected Species Management Plan is attached hereto as Exhibit "J", and the Covenant to Create an Enhanced Lake Management/Maintenance Plan is attached hereto as **Exhibit "K"**. Additionally, the Association shall maintain all Conservation Areas and upland buffer zones, if any, including those located within a Unit or Parcel. It is the Association'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 "G", "J" and "K". 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 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 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 deems appropriate, which may assume responsibility for maintenance hereunder. No Owner shall plant or remove any landscaping in violation of **Exhibit "J"**. In the event of any violation by an Owner, the Association shall have the right to remove the landscaping, or re-plant any landscaping improperly removed, at the sole cost and expense of Owner.

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 guests, 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. IRRIGATION; WATER MANAGEMENT SYSTEM AREA RESTRICTIONS AND EASEMENTS; CABLE TELEVISION SERVICES.

9.1 Irrigation. EACH OWNER ACKNOWLEDGES THAT ANY WATER PROVIDED FOR IRRIGATION PURPOSES MAY BE UNTREATED WATER OR TREATED EFFLUENT. NEITHER DECLARANT 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. EACH OWNER FURTHER ACKNOWLEDGES AND AGREES THAT THE RIGHT TO DRAW IRRIGATION WATER FROM THE IRRIGATION LAKE IS SUBJECT TO THE IRRIGATION AGREEMENT AND THAT NEITHER THE ASSOCIATION NOR ANY OWNER HAS ANY RIGHTS IN AND TO THE IRRIGATION WATER EXCEPT AS EXPRESSLY PROVIDED IN THE IRRIGATION AGREEMENT. NOTWITHSTANDING, IT IS THE ASSOCIATION'S OBLIGATION TO MAINTAIN ALL LAKES, PUMPS, PERMITS AND OTHER APPURTENANCES WITHIN THE COMMUNITY.

9.2 Water Management System. 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 after Turnover, the Association, 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, sluice-ways 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 after Turnover, the Association, subject to the SFWMD Permits. No Unit 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. Modification. 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 Association. 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, 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. 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 shall have the power and authority to convey title to, and maintenance responsibilities for, all or such portion of the Water Management systems as Association 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. Construction. Prior to Turnover, 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. No Plantings. 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. Assignment by Community. 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 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. Common Areas. 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. Neighborhood Association Insurance. 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. Replacement or Repair of Land. 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. Waiver of Subrogation. 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. DESTRUCTION OR DAMAGE TO COMMON AREAS. 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. GENERAL COVENANTS AND RESTRICTIONS. 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. Signs. 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 Owner shall be responsible for all irrigation of the landscaped areas within the Unit 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. Outside Lighting. 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.

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. Common Areas and Neighborhood Common Areas. 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. Communication Equipment. 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. Awnings and Windows. 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. Fences. 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. Mailboxes, Lamp Posts. Mailboxes, 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.

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. Electric or non-motorized boats are permitted to be used on lakes in the Community. The term "boat" includes, but is not limited to, canoes, kayaks, sailboat or any other vessel which does not exceed sixteen (16) feet in length. 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.

12.13. Nuisances. 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. Lawful Use. 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 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. 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.

12.16. Leasing of Units. An Owner may lease his or her Residence without prior Association approval, subject to the following:

12.16.1.1. The lease must be written, and a fully executed copy must be provided to the Association not less than three (3) 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.

12.16.1.2. 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.

12.16.1.3. 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.

12.16.1.4. In the event that the proposed lease and information required by the Board are not submitted at least 3 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.

12.17. Declarant Exemption. 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:

12.17.1. 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.

12.17.2. 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.

12.17.3. 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.

12.17.4. 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.

12.18 Covenants Relating to Attached Residences. 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.

12.18.1 Structural Elements. 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 (2) 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.

12.18.2 Utility Easements. 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.

12.18.3 Party Walls. The center line of a Party Qall 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.

12.18.4 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.

12.18.5 Casualty Damage. If an Attached Residence is damaged through an act of God or other 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.

12.18.6 Maintenance of the Exterior of the Attached Residence. 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.

12.18.7 Casualty Insurance. 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.

12.18.8 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 such 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. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. 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. 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. Fines and Suspension of Use Rights to Common Areas. 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 conduct an election, or 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. Notice. 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. Hearing. 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. Amount of Fine. The Hearing Committee may impose a fine in an amount that is equal to the greater of $100.00 per violation or 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. Collection of Fines. 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. Non-exclusive Remedy. 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. DECLARANT'S RIGHTS AND DUTIES. 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. Declarant's Use. Neither the Owners nor the Association (nor their use of the Parcels), shall unreasonably 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 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. Assignment of Development Rights. 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. Amendment of Declaration Prior to Turnover. 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. Amendment to Declaration after Turnover. After Turnover, amendment 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. Sales or Leases of Parcels and Units. 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. Non-Enforcement of Covenants. 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. Easements. 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. Turnover of Association. 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 Limitation on Amendments. 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.

16. MORTGAGEE PROTECTION CLAUSE. 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.

16.1. Institutional Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

16.2. 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.

16.3. 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.

17. DURATION OF COVENANTS. 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.

18. GENERAL PROVISIONS:

18.1 Waiver. 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.

18.2. Severability. 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.

18.3. Headings. The headings of any sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

18.4. Notices. 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.

18.5. Interpretation. 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.

18.6. Easements. 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.

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

18.9. 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.

18.10. DISCLAIMER OF LIABILITY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY OR IN THE ARTICLES, BYLAWS OR RULES AND REGULATIONS OF THE ASSOCIATION 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 THE FOREGOING: (A) IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF GOVERNING OR REGULATING THE USES OF THE 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]

Corkscrew Lakes, LLC
a Florida limited liability company

By: Lakes of Corkscrew, LLC,
a Florida limited liability company
Managing Member
By: Cameratta Companies II, LLC,
a Florida limited liability company
Its: Manager

By: _____
Raymond Blacksmith, Manager

K Howes
Name: KIMBERLY HOWES

Susan Farr
Name: SUSAN FARR

By: Pulte Home Corporation,
a Michigan corporation,
Managing Member

By: _____
Name: CHRIS HASTY
Its: Director Land Development

K Howes
Name: KIMBERLY HOWES

Robin Alexander
Name: ROBIN ALEXANDER

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 11TH day of MARCH, 2014, by Raymond Blacksmith, as Manager of Cameratta Companies II, LLC, a Florida limited liability company, as Manager of Lakes of Corkscrew, LLC, a Florida limited liability company, as Managing Member of Corkscrew Lakes, LLC, a Florida limited liability company, who is personally known to me or ~~who has~~ produced _____ as identification.

K Howes
NOTARY PUBLIC
My Commission Expires:

KIMBERLY HOWES
MY COMMISSION # FF 015933
EXPIRES: May 7, 2017
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 11TH day of MARCH, 2014, by CHRIS HASTY, as DIRECTOR LAND DEV. of Pulte Home Corporation, a Michigan corporation, as Managing Member of Corkscrew Lakes, LLC, a Florida limited liability company, who is personally known to me or ~~who has produced~~ _____ as identification.

K Howes
NOTARY PUBLIC
My Commission Expires:

KIMBERLY HOWES
MY COMMISSION # FF 015933
EXPIRES: May 7, 2017
Bonded Thru Notary Public Underwriters

EXHIBIT "A"
LEGAL DESCRIPTION OF THE LAND

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 21, AND 28, TOWNSHIP 46 SOUTH, 26 EAST, ALSO BEING ALL OF CORKSCREW WOODS ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT # 2007000289772 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

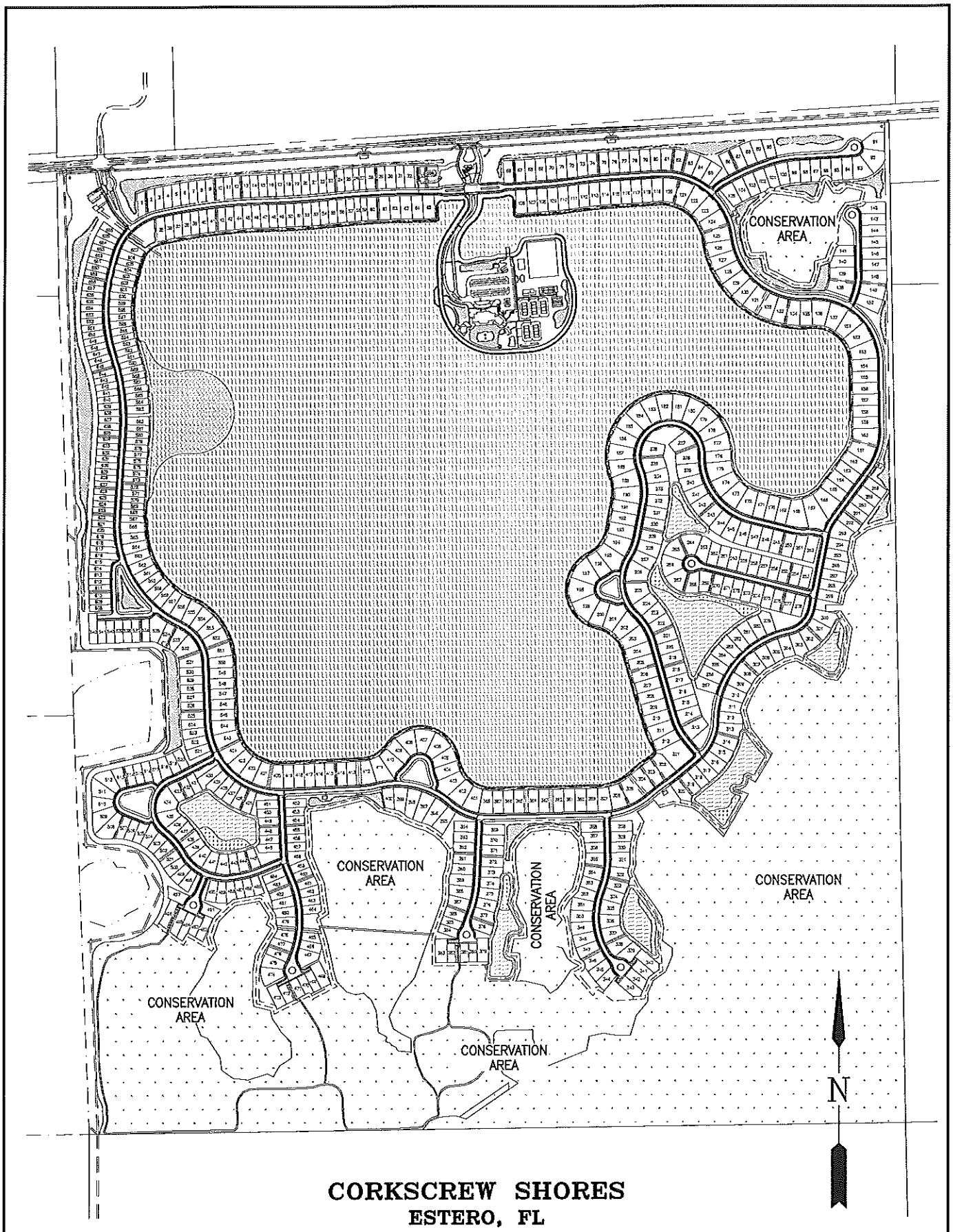
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 26 EAST; THENCE RUN ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST ONE- QUARTER OF SAID SECTION 28, S.89°17'50"W., 2626.14 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28, S.89°19'44"W., 2491.01 FEET TO A POINT ON A CURVE; THENCE NORTHERLY, 57.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 16°27'27" (CHORD BEARING N.15°28'49"E., 57.25 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 45.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 25°50'31" (CHORD BEARING N.10°47'17"E., 44.72 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 56.86 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 45.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 25°50'31" (CHORD BEARING N.15°03'14"W., 44.72 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 90.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 25°50'31" (CHORD BEARING N.15°03'14"W., 89.44 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 827.68 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 157.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.42°52'01"E., 141.42 FEET) TO A POINT OF TANGENCY; THENCE N.87°52'01"E., 59.59 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 965.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 307.19 FEET AND A CENTRAL ANGLE OF 180°00'00" (CHORD BEARING N.02°07'59"E., 614.38 FEET) TO A POINT OF TANGENCY; THENCE S.87°52'01"W., 59.59 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 157.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.47°07'59"W., 141.42 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 291.77 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 137.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 79°02'48" (CHORD BEARING N.37° 23'25"E., 127.28 FEET) TO A POINT OF TANGENCY; THENCE N.76°54'49"E., 372.32 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 131.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 79°02'48" (CHORD BEARING N.37°23'25"E., 120.91 FEET) TO A POINT OF TANGENCY; THENCE N.02° 07'59"W., 482.45 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 149.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.47°07'59"W., 134.35 FEET) TO A POINT OF TANGENCY; THENCE S.87°52'01"W., 393.48 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 54.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.47°07'59"W., 49.50 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 655.93 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.13°45'40"E., 54.77 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.13°45'40"E., 54.77 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 56.86 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.18°01'38"W., 54.77 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.18°01'38"W., 54.77 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 1275.48 FEET; THENCE N.01°09'23"W., 413.23 FEET TO A POINT ON A CURVE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.14°44'16"E., 54.77 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.14°44'16"E., 54.77 FEET) TO A POINT OF TANGENCY; THENCE N.01°09'23"W., 56.86 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.17°03'02"W., 54.77 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.17°03'02"W., 54.77 FEET) TO A POINT OF TANGENCY; THENCE N.01°09'23"W., 96.83 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CORKSCREW ROAD (100' RIGHT OF WAY); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE N.86° 32'23"E., 5228.52 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHEAST ONE-QUARTER OF SECTION 21; THENCE ALONG SAID EAST BOUNDARY S.01°03'45"E., 1036.78 FEET TO THE NORTHEAST CORNER OF SAID SECTION 28; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 28, S.01°01'07"E., 5285.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 722.094 ACRES, MORE OR LESS.

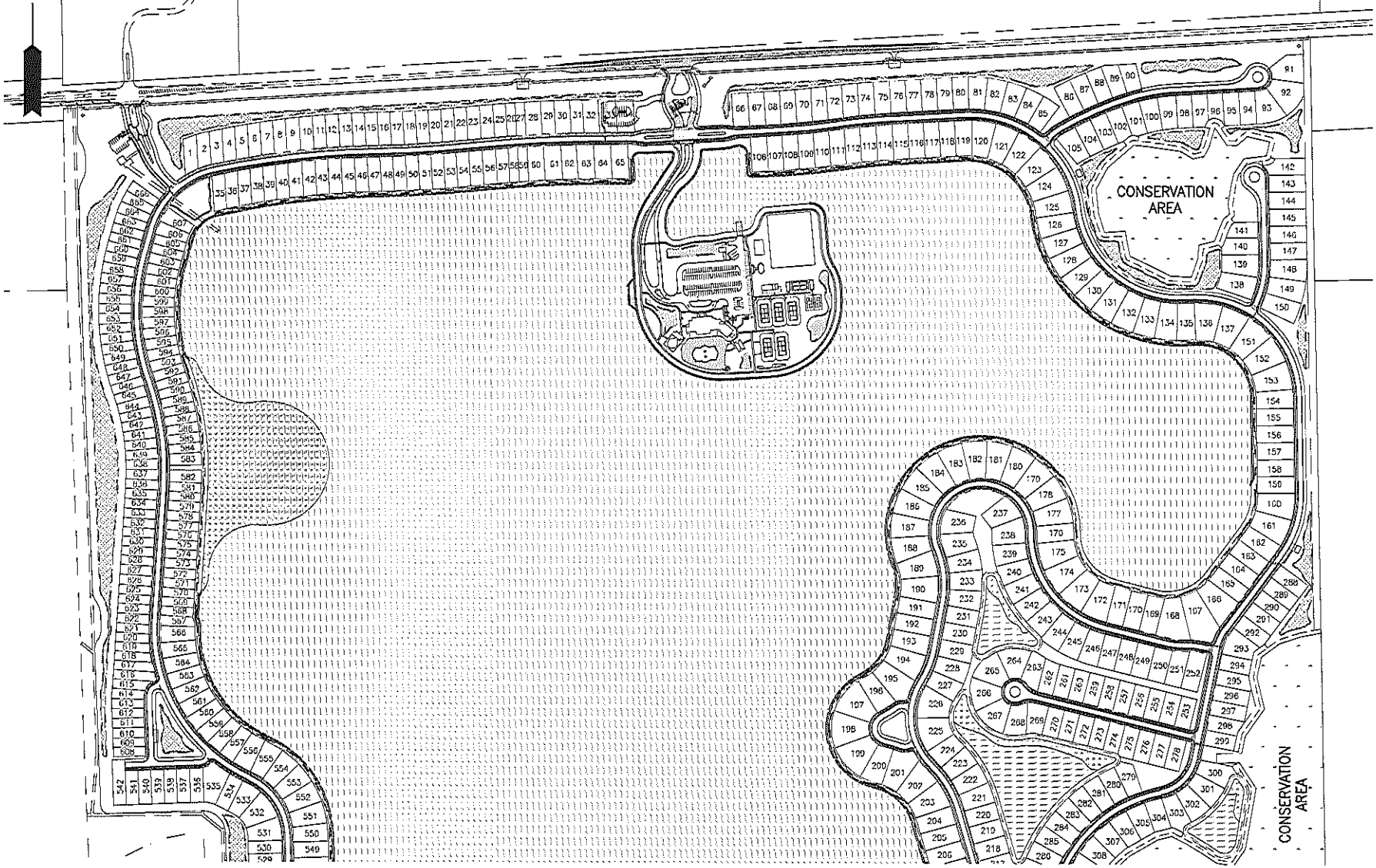
EXHIBIT "B"

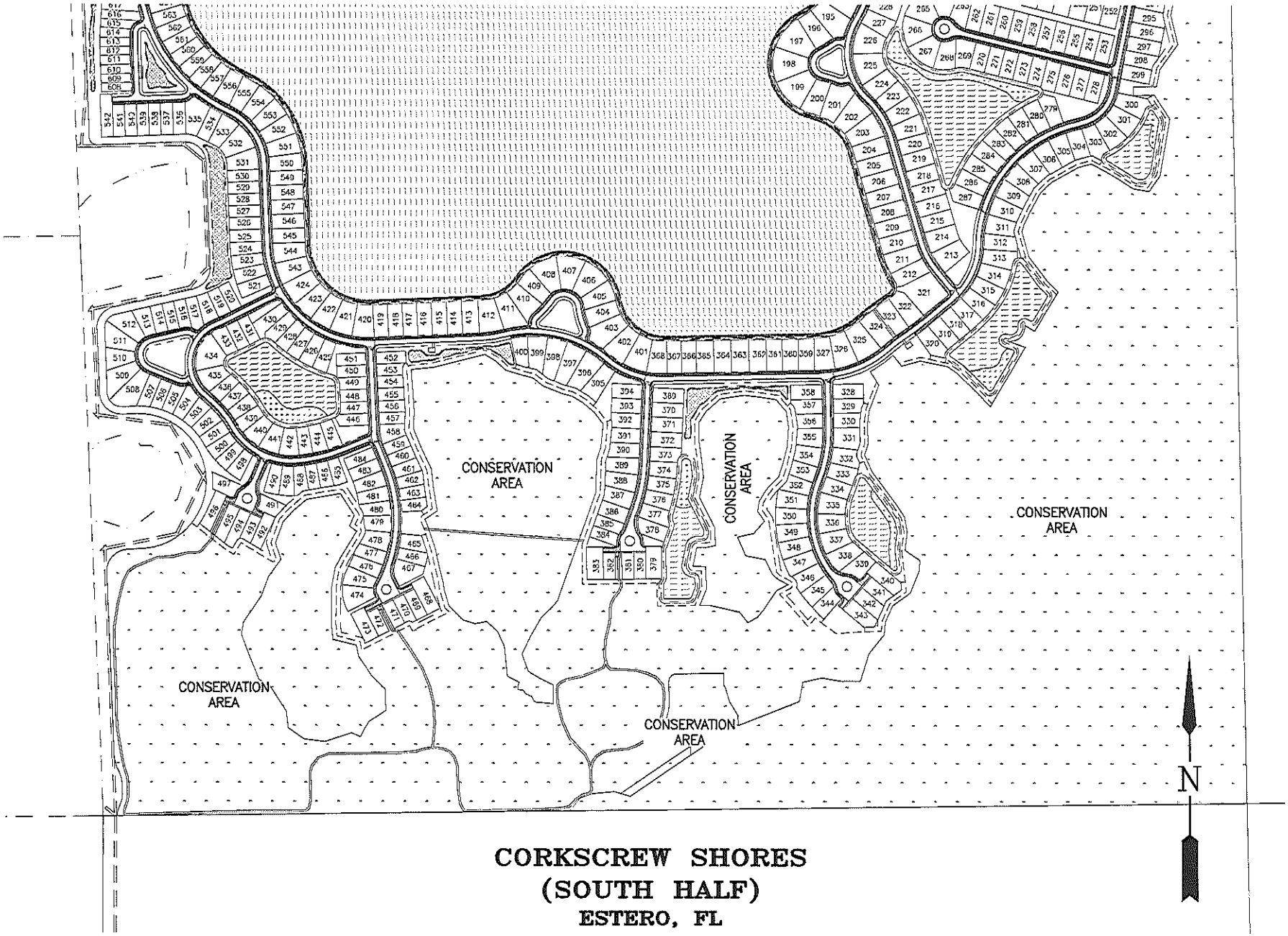
SITE PLAN



CORKSCREW SHORES
ESTERO, FL

CORKSCREW SHORES
(NORTH HALF)
ESTERO, FL





CORKSCREW SHORES
(SOUTH HALF)
ESTERO, FL

FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 5, 2014

CORPORATE ACCESS, INC.

,

The Articles of Incorporation for CORKSCREW SHORES MASTER ASSOCIATION, INC. were filed on March 4, 2014 and assigned document number N14000002060. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the filedate or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Jessica A Fason, Regulatory Specialist II
New Filing Section

Letter Number: 214A00004761

ARTICLES OF INCORPORATION
FOR
CORKSCREW SHORES 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 Corkscrew Shores 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 Corkscrew Shores, 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 Corkscrew Shores 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.

(l) To contract for the management and maintenance of Corkscrew Shores, 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
Scott Brooks	24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134
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. Vote: 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 Corkscrew Shores, 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 Corkscrew Shores, 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:

Nicholas 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

Nicholas Cameratta. In addition to its statutory duties, the Registered Agent shall maintain copies of all permitting actions under the South Florida Water Management District for the benefit of Corkscrew Shores Master Association, Inc.

IN WITNESS WHEREOF, the subscriber, being the undersigned person, named as incorporator, has hereunto set his hand and seal this 27 day of, 2014.

By: _____
Name: Nicholas Cameratta
Its: Incorporator

STATE OF
FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me, this 27, day of February, 2014, by Nicholas Cameratta, Incorporator of The Corkscrew Shores Master Association, Inc., a Florida not for profit corporation, for and on behalf of said corporation.

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

_____
NOTARY PUBLIC
My Commission Expires:

14 MAR -4 AM 9:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Corkscrew Shores 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 as registered agent.

_____
Nicholas Cameratta

EXHIBIT "D"

BY-LAWS OF CORKSCREW SHORES MASTER ASSOCIATION, INC.

Corkscrew Shores 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 Corkscrew Shores, a planned community located in Lee County, Florida, in accordance with the Master Declaration of Covenants, Conditions, Easements and Restrictions for Corkscrew Shores, 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

a. 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 Corkscrew Shores.

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 that their duties are properly performed.

(c) 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.

(d) To make payment of all taxes and assessments assessed against Association property, if any, real or personal.

(e) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.

(f) 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.

(g) 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

a. 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.

b. 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.

c. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two (2) directors.

d. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (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 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.

g. The Treasurer 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.

h. 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 Corkscrew Shores, 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 Corkscrew Shores, 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 Corkscrew Shores 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.

EXHIBIT "E"

WATER MANAGEMENT PERMITS

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 36-03254-P
DATE ISSUED: SEPTEMBER 3, 2013

PERMITTEE: CORKSCREW LAKES LLC
(CORKSCREW SHORES (F K A CORKSCREW WOODS))
4954 ROYAL GULF CIRCLE,
FORT MYERS, FL 33966

PROJECT DESCRIPTION: AN ENVIRONMENTAL RESOURCE PERMIT TO AUTHORIZE CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 707.8 ACRES OF RESIDENTIAL DEVELOPMENT AND 14.29 ACRES OF CONCEPTUAL APPROVAL FOR A PROJECT KNOWN AS CORKSCREW SHORES (FKA CORKSCREW WOODS) WITH DISCHARGE TO ON-SITE WETLAND AREAS.

PROJECT LOCATION: LEE COUNTY , SECTION 28 TWP 46S RGE 26E

PERMIT DURATION: See Special Condition No:1. Pursuant to Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Permit Application No. 080827-7, dated August 27, 2008. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection.

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for an administrative hearing pursuant to Section 120.57 and Section 120.569, or request a judicial review pursuant Section 120.68, Florida Statutes.
2. The attached 19 General Conditions.
3. The attached 28 Special Conditions.
4. The attached 3 Exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition, please provide written objections, petitions and/or waivers to:

Juanita Addie, Deputy Clerk, MSC9610
South Florida Water Management District
Post Office Box 24680
West Palm Beach, FL 33416-4680

Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

CERTIFICATION OF SERVICE

I HEREBY CERTIFY that the Staff Report, Conditions and Notice of Rights have been mailed to the Permittee (and the persons listed on the attached staff report distribution list) no later than 5:00 p.m. on this 4th day of September, 2013, in accordance with Section 120.60(3), Florida Statutes, and a copy has been filed and acknowledged with the Deputy District Clerk.

By _____
DEPUTY CLERK
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Attachments

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on September 3, 2018.
   The construction phase of this permit shall expire on September 3, 2018.

2. Operation of the surface water management system shall be the responsibility of the home owner's association. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.

3. Discharge Facilities:

   Structure: CS-1
   2-5.58' W X 1' H RECTANGULAR ORIFICE weirs with crest at elev. 17.5' NGVD 29.
   2-2' W X 1' H RECTANGULAR ORIFICE weirs with crest at elev. 17.5' NGVD 29.

   Receiving body : Wetland 7
   Control elev : 17.5 feet NGVD 29.

   Structure: CS-W15
   1-3" dia. CIRCULAR ORIFICE with invert at elev. 17.5' NGVD 29.

   Receiving body : Wetland 15
   Control elev : 17.5 feet NGVD 29.

   Structure: CS-W22
   1-3" dia. CIRCULAR ORIFICE with invert at elev. 17.5' NGVD 29.

   Receiving body : Wetland 22
   Control elev : 17.5 feet NGVD 29.

4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.

5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.

6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.

7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.

8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.

9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.

11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water

resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.

12. The permittee acknowledges that, pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.

13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

14. Minimum building floor elevation: See the "Surface Water Management Summary" table on Sheet 3 of 8 of Exhibit 2.0.

15. Minimum road crown elevation: Basin: Corkscrew Shores - 19.50 feet NGVD 29.

16. Prior to the commencement of construction, the permittee shall conduct a pre-construction meeting with field representatives, contractors and District staff. The purpose of the meeting will be to discuss construction methods and sequencing, including type and location of turbidity and erosion controls to be implemented during construction, mobilization and staging of contractor equipment, phasing of construction, methods of vegetation clearing (including methods of nuisance/exotic vegetation removal will be discussed), coordination with other entities on adjacent construction projects, wetland/buffer protection methods, and endangered species protection with the permittee and contractors. The permittee shall contact District Environmental Resource Compliance staff from the Lower West Coast Service Center at 239-338-2929 to schedule the pre-construction meeting.

17. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

18. A mitigation program for Corkscrew Shores shall be implemented in accordance with Exhibit No. 3.3 - 3.8. The permittee shall create and preserve 9.09 acres of freshwater marsh wetlands. The requirements of Application No. 960516-6 are still in effect. The excess mitigation units associated with this modification (2.28 UMAM units) are available, but the applicant has to submit a permit modification to utilize these excess UMAM units.

19. A maintenance program shall be implemented in accordance with Exhibit No. 3.4 for the created wetland area on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category 1 and Category 2 exotic vegetation (as defined by the Florida Exotic Pest Plant Council) immediately following a maintenance activity. Maintenance in perpetuity shall also insure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

20. Prior to the commencement of construction, the perimeter of protected on-site wetland preservation areas shall be staked/roped/fenced to prevent encroachment into the protected areas. Using Global Positioning System (GPS)

technology, the perimeter of the preserve area(s) shall be identified for future reference. The data shall be differentially corrected and accurate to less than a meter (+/- one meter or better). Electronic copies of the GPS data shall be provided to the District's Environmental Resource Compliance staff in accordance with Exhibit 3.6. The permittee shall notify the District's Environmental Resource Compliance staff in writing upon completion of staking/roping/fencing and schedule an inspection of this work. The staking/roping/fencing shall be subject to District staff approval. The permittee shall modify the staking/roping/fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. The staking/roping/fencing shall remain in place until all adjacent construction activities are complete.

21. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.

22. Activities associated with the implementation of the mitigation, monitoring and maintenance plan shall be completed in accordance with the work schedule attached as Exhibit No. 3.9. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort. This work schedule supercedes the work schedule under Application No. 960516-6.

23. Prior to the commencement of construction and in conformance with the work schedule in Exhibit 3.9, the permittee shall provide an original bond in the amount of $101,409.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibit Nos. 3.3 - 3.8. The financial assurance shall be in substantial conformance with Exhibit No. 3.13. The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit. The permittee shall also establish a corresponding standby trust account in conformance with the work schedule in Exhibit 3.9.

    Should the permit be transferred from the construction to operational phase prior to the completion of the mitigation and monitoring program, it will be incumbent upon the original permittee to either keep the existing financial assurance in force or provide replacement financial assurance in the name of the operational entity. The existing financial assurance cannot be released until a replacement document is received and accepted by the District.

24. A monitoring program shall be implemented in accordance with Exhibit No. 3.4 and 3.8. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.

    In addition, the permittee shall comply with the following target success criteria:

    The following are the success criteria for the 9.09 acre created wetland mitigation area:

    1. The conservation easement will be recorded.
    2. Initial eradication of exotic vegetation will be completed with all exotic and nuisance vegetation being physically removed from the preserve area.
    3. The area will be regraded and organic material will be spread over the surface prior to the completion of

supplemental plantings within the preserve area.
4. Wetland mitigation area will contain at least 80 percent cover by desirable obligate and facultative wetland plant species.
5. 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 at any time. Exotic vegetation species are identified as Category I and II invasive exotic plant species pursuant to the most current list established by the EPPC.

The target community type for the wetland creation area is a freshwater marsh community consisting of clustered bald cypress and red maple on the edges and three zones of wetland ground cover. The area will be graded at a 10:1 slope from a natural grade of approximately 18.5 feet NGVD to 16 feet NGVD (see Exhibit 3.3). Zones 1 and 2 will be fairly dense with plantings on 3 foot centers, while Zone 3 will transition from a dense area of fireflag planted on 3 foot centers to species like spatterdock and waterlily that will be placed on 15 foot centers. Zone 3 allows for more of an open-water component to mimic natural systems. The hydrology of the preserve will be sustained by ground water, rainfall, and sheetflow from adjacent preserve areas. Monitoring well data attached as Exhibit 3.7 indicates that ground water is present within the proposed marsh creation area elevations to support its hydrologic function.

25. Prior to commencement of construction and in accordance with the work schedule in Exhibit 3.9, the permittee shall submit an electronic or hard copy version of the certified copy of the recorded conservation easement for the mitigation area(s) and associated buffer(s). The electronic version of the recorded conservation easement, and associated GIS information described below, shall be submitted via the District's ePermitting/eCompliance website. The GIS data shall be supplied in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet. A map depicting the Conservation Easement over the best available satellite or aerial imagery shall also be provided. If the information is provided via hard copy the GIS data shall reside on CD disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall utilize the form attached as Exhibits 3.11 and 3.12. Any proposed modification to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

26. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.

27. The following exhibits for the permit are incorporated by reference herein and are located in the permit file. In addition, these exhibits can be viewed on the District's ePermitting website under this application number.

Exhibit No. 2.1 - Construction Pollution Prevention Plan
Exhibit No. 2.2 - Urban Stormwater Management Program
Exhibit No. 3.11 - Standard Conservation Easement
Exhibit No. 3.12 - Amendment of Conservation Easement
Exhibit No. 3.13 - Cost Estimate, Standby Trust, and Performance Bond

28. The successful completion of the mitigation plan is heavily dependent on proper site grading as shown on Exhibit 3.3. Therefore, prior to demobilizing equipment from the site and prior to planting, the permittee shall provide an as-built survey in accordance with the work schedule identified as Exhibit 3.9 and schedule an inspection by District Environmental Resource Compliance staff to ensure that appropriate elevations and slopes have been achieved.

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.

6. Within 30 days after completion of construction of the permitted activity, the permitee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.

7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved

responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.

11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..

12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.

14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.

19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does <u>not</u> constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Initiation of an Administrative Hearing
Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation
The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW
Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

FINAL APPROVED BY
EXECUTIVE DIRECTOR
SEPTEMBER 3, 2013

Last Date For Agency Action: October 17, 2013

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Corkscrew Shores (F K A Corkscrew Woods)

Permit No.: 36-03254-P

Application No.: 080827-7 **Associated File:** 130606-3 WU Concurrent
130607-11 WU Concurrent

Application Type: Environmental Resource (New Construction/Operation)

Location: Lee County, S28/T46S/R26E

Permittee : Corkscrew Lakes Llc

Operating Entity : Home Owners Association

Project Area: 722.09 acres

Project Land Use: Residential

Drainage Basin: ESTERO BAY **Sub Basin:** Estero River Basin

Receiving Body: On-site Preserve **Class:** CLASS III

Special Drainage District: NA

Total Acres Wetland Onsite: .60
Total Acres Impacted Onsite : .13
Total Acres Presv/Mit Compensation Onsite: 9.09

Mitigation Previously Permitted: Yes

Conservation Easement To District : Yes
Sovereign Submerged Lands: No

PROJECT PURPOSE:

This application is a request for an Environmental Resource Permit to authorize construction and operation of a 707.80 acre of residential development and 14.29 acres of conceptual approval for a project known as Corkscrew Shores (fka Corkscrew Woods) with discharge to on-site wetland areas.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located on the south side of Corkscrew Road, east of I-75, in Lee County, Florida. The project site is bounded to the north by Corkscrew Road, to the east by CREW (Corkscrew Regional Ecosystem Watershed) lands, to the south by Lee County's Section 33 preserve, and to the west by the Bella Terra residential development. A location map is attached as Exhibit 1.0.

The north-central portion of the project site was previously permitted for mining operations by the Florida Department of Environmental Protection (FDEP). The project was originally permitted by the District on July 10, 1997 under Application No. 960516-6 for construction and operation of 571.33 acres of residential development. There have been several modifications of the permit since 1997, and the surface water management system has been partially constructed. The previously issued construction authorizations have expired.

The project site contains a total of 722.09 acres and is divided into two areas. The proposed project area totals 611.29 acres and is comprised of 351.75 acres of uplands, 44.73 acres of wetlands, and 214.81 acres of other surface waters (OSW). Of the 44.73 acres of on-site wetlands, a total of 3.70 acres have been previously permitted as 100% secondarily impacted and will be filled under this application, 0.13 acres will be directly impacted, and 0.47 acres will be secondarily impacted. The proposed project area contains the surface water management system and the area of development. The second area, labeled Tract H, is located outside of the proposed project area to the south east and totals 110.80 acres. It is comprised of 33.26 acres of uplands and 77.54 acres of wetlands. Please see the FLUCCS Map attached as Exhibit 3.0 for further details. Tract H is owned by the applicant, but remains an area of preservation for an unrelated FDEP project and will not be subject to any development under this modification.

A Standard Conservation Easement was previously recorded over 18.98 acres of wetland preserve located in the south central portion of the parcel (Wetland No. 11), pursuant to Application No. 960516-6. Under this modification, the applicant proposes to amend the Standard Conservation Easement to a Passive Recreational Conservation Easement to allow for the construction of a proposed raised boardwalk through portions of this wetland preserve area.

PROPOSED PROJECT:

This application requests constrution and operation authorization for a 707.8 acre residential development and 14.29 acres of conceptual approval for a project known as Corkscrew Woods. This site was previously permitted under Permit No. 36-03178-P / Application No. 961122-6 as a mining project and the authorization was subsequently modified under Permit No. 36-03254-P to include residential uses within the property boundary. Permit No. 36-03254-P was modified by Application No. 020708-15, but the construction authorization expired prior to the completion of the construction of the entire surface water management system. As stated above, this application requests authorization for construction of a surface water management system to serve a residential development. This authorization has been assigned the same permit number (Permit No. 36-03254-P) as the previously approved / expired permits for the site. The new site plan has been scaled back from the previously approved design, resulting in a larger preservation area in the southern portion of the property. This application proposes to modify the previously approved / expired project's landplan and associated surface water management system. The changes to the landplan include revising the development footprint to remove some previously authorized residential areas in the south end of the project, changes to the layout of the surface water management system, and the proposed road and lot configurations. The project site includes approximately 239.25 acres of the existing mining lake. This application includes a request for conceptual approval for 14.29 acres for a future amenity center. The project will utilize a system of interconnected wet and dry detention

areas and surface water management infrastructure to provide the required water quality treatment and attenuation within the proposed wet and dry detention areas and the existing mining lake prior to discharge to the adjacent wetland areas. Site construction plans are attached as Exhibit 2.0.

LAND USE:

There are a total of 215.93 acres that will be preserved as part of this application. Tract H consists of 110.80 acres (77.54 acres of wetland preserve and 33.26 acres of upland preserve). The remaining 105.13 acres of preserve are located within the project area (50.41 acres of wetland preserve and 54.72 acres of upland preserve).

The 14.29 acres of Basin 22 is conceptually designated as a future amenity area.

Conceptual

		Area (ac)
Basin 22	Pavement	4
	Dry Detention Areas	.75
	Open Space	8.54
	Building Coverage	1
	Total:	**14.29**

Construction Project:

	Total Project	
Building Coverage	66.48	acres
Dry Detention Areas	12.90	acres
Lake	251.46	acres
Open Space	118.80	acres
Other	6.94	acres
Pavement	35.29	acres
Preserved	215.93	acres
Total:	**707.80**	

WATER QUANTITY :

The proposed residential areas of this project have been divided into 24 sub-basin areas. The Proposed Minimum Finished Floor elevation varies between the individual sub-basins. See the "Surface Water Management Summary" table on Sheet 3 of 8 in Exhibit 2.0 for the Minimum Finished Floor Elevation for the individual sub-basins.

Discharge Rate :

Discharge Storm Frequency : 25 YEAR-3 DAY

Design Rainfall : 10.7 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD 29)
Corkscrew Shores	35.61	Previously Permitted	21.17	19.94

Finished Floors :

Building Storm Frequency : 100 YEAR-3 DAY Design Rainfall : 13 inches

Road Design :

Road Storm Frequency : 5 YEAR-1 DAY Design Rainfall: 5.5 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
Corkscrew Shores	19.5	19.5

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
Corkscrew Shores	499.22	17.5		Previously Permitted

Receiving Body :

Basin	Str.#	Receiving Body
Corkscrew Shores	CS-1	Wetland 7
Corkscrew Shores	CS-W15	Wetland 15
Corkscrew Shores	CS-W22	Wetland 22

Discharge Structures: Note: The units for all the elevation values of structures are (ft, NGVD 29)

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Corkscrew Shores	CS-W15	1	Circular Orifice				3"		17.5
Corkscrew Shores	CS-W22	1	Circular Orifice				3"		17.5

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Corkscrew Shores	CS-1	2	Rectangular Orifice	2'	1'			17.5 (crest)
Corkscrew Shores	CS-1	2	Rectangular Orifice	5.58'	1'			17.5 (crest)

WATER QUALITY :

The proposed surface water management system provides 43.38 acre-feet of water quality treatment for the development, which exceeds the required volume of 21.48 acre-feet (based on 1-inch over the total basin area). The design of the surface water management system provides an additional fifty percent above the treatment volume required per Section 5.2 of Volume IV - Basis of Review to provide additional assurances that the proposed project will not contribute to impairments of the quality of downstream receiving waters. The project has eventual outfall to FDEP Water Body ID No. 3258D2 -

Estero River; the Estero River has been verified for impairment by FDEP for Dissolved Oxygen and Iron.

Pollutant loading calculations demonstrate that the surface water management system reduces the post-development loadings of storm water nutrients to levels less than the loadings generated under pre-development conditions. In addition to the water quality treatment volume provided within the project's surface water management system, a Construction Pollution Prevention Plan and Urban Stormwater Management Program specifications and guidelines will be implemented as part of the construction and operation of the site. Construction and daily operation of the project shall be conducted in accordance with Special Condition Nos. 20-21 and Exhibits Nos. 2.1 and 2.2 and shall be retained in the permit file.

Additionally, compensatory storage is provided within the project's surface water management system for the proposed turnlanes on Corkscrew Road. The turnlanes will add approximately 0.61 acres of additional impervious area; an additional 0.13 ac-ft of water quality treatment volume has been provided in the SWMS to account for the off-site impervious surface associated with the turnlanes.

No adverse water quality impacts are anticipated as a result of the proposed project.

Basin		Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd
Corkscrew Shores	Treatment	Wet Detention	21.48	43.38

WETLANDS:

The 722.09 acre project area contains a total of 122.27 acres of wetlands and 214.81 acres of OSW (please see the Wetland Map attached as Exhibit 3.1). This 122.27 acres of wetlands is divided into 12 areas, with Wetland No. 3 (3.10 acres), Wetland No. 6 (1.05 acres), Wetland No. 7 (72.97 acres) and Wetland No. 8 (0.42 acres) located within Tract H which lies outside of the proposed project area. The entire Tract H (77.54 acres of wetlands and 33.26 acres of uplands) will remain in preservation as mitigation for an unrelated FDEP project. The wetlands within Tract H extend off-site into the adjacent CREW lands to the east and into Lee County 20/20 Section 33 parcel to the south.

The remaining 44.73 acres of wetlands within the project area are comprised of disturbed willow habitat with exotic levels between 25-49%, disturbed cypress habitat with exotic levels between 0-100% (E1 and E4), disturbed hydric pine habitat with exotic levels between 0-24%, disturbed cypress/pine/cabbage palm habitat with exotic levels 0-24%, disturbed wetland mixed forest habitat with exotic levels between 0-24%, disturbed wetland shrub habitat with exotic levels between 0-49% (E1 and E2), disturbed freshwater marsh habitat with exotic levels between 0-24%, and disturbed hydric improved pasture habitat.

The 214.81 acres of OSW are located within the proposed project area and are comprised of 214.75 acres of borrow pit/rock quarry and 0.06 acres of shallow pond area. Please see the FLUCCS Map attached as Exhibit 3.0 for details.

Wetland Impacts:

A total of 2.82 acres of direct wetland impacts and 3.70 acres of secondary wetland impacts (impacted 100%) were previously authorized under Application No. 960516-6. Mitigation, including placing 41.03 acres of wetland and 0.29 acres of uplands under conservation easement, was conducted to offset the

direct and secondary wetland impacts.

This modification proposes the direct impact of a total of 0.13 acres of wetlands and the secondary impact of a total of 0.47 acres of wetlands that will result due to the proposed construction of a boardwalk through Wetland No. 11. Wetland No. 11 totals 18.98 acres and is comprised primarily of cypress habitat with exotic levels between 0-24%. It also contains small pockets of cypress habitat with exotic levels between 76-100%, wetland shrub habitat with 0-24% exotic coverage, willow habitat with 25-49% exotics, and freshwater marsh habitat with 0-24% exotic levels. The direct and secondary wetland impacts associated with the proposed boardwalk are located primarily within one of the areas of high exotic levels in Wetland No. 11. Wetland No. 11 was previously placed under a standard conservation easement pursuant to Application No. 960516-6. This impact will result in the modification of the standard conservation easement to a passive recreational conservation easement (see the Legal section of this staff report for additional details).

In addition, the project proposes to directly impact the 3.70 acres of wetlands that were previously authorized as secondary impacts. These wetlands include Wetland Nos. 2, 4, 5, and 10. Because these 3.70 acres were considered 100% secondarily impacted, no additional mitigation will be required to offset the functional loss of this area. Please see the Wetland Impact Map attached as Exhibit 3.2 for additional details.

Mitigation Proposal:

The applicant has proposed on-site mitigation to offset the project's direct and secondary wetland impacts. A total of 9.09 acres of freshwater marsh habitat will be created from existing disturbed uplands located adjacent to Wetland No. 12 in the southwestern portion of the project site. Based on the functional assessment, the direct and secondary wetland impacts from the proposed boardwalk have been offset by the applicant by placing the 9.09 acre on-site wetland creation area in conservation easement and implementing a planting plan and monitoring/maintenance plan for the preserve area. The functional loss and required mitigation was determined via the Uniform Mitigation Assessment Method (UMAM). The impacts resulted in a functional loss of 0.27 UMAM units, while the functional gain from the wetland creation area resulted in 2.55 UMAM units. A total of 2.28 UMAM units of excess mitigation are a result of the 9.09 acres of wetland creation associated with this application and not any previously authorized mitigation (see the Wetland Inventory Section of this Staff Report).

Originally under Application No. 960516-6, the permittee was authorized to directly impact a total of 2.82 acres of wetlands and secondarily impact a total of 3.70 acres of wetlands. The secondary impacts were the result of small wetlands being preserved with minimal buffers, and were therefore assessed as 100% secondarily impacted. To offset the impacts to these wetlands, approximately 41.32 acres were enhanced and placed under conservation easement.

The 41.32 acres of area that were previously placed under conservation easement will remain in the project's overall conservation area. Of the 41.32 acres of existing area under conservation easement, 39.51 acres will be enhanced and 1.81 acres will be restored. As a result of the site plan revision in this application the applicant is also providing an additional 54.43 acres of conservation areas (including 7.07 acres of upland buffer) to satisfy mitigation requirements of the U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service. This additional conservation area (located at the very south of the project area) will not be used for District mitigation requirements and will be placed under conservation easement to Lee County. Please see the Conservation Easements Map attached as Exhibit 3.10.

Wetland Creation Area Plan:

The 9.09 acre freshwater marsh mitigation area will be created from existing disturbed lands and roads (uplands) in the southwestern portion of the project site. The freshwater marsh will provide foraging

habitat for a variety of wading bird species, including the wood stork. The wetland creation activities will consist of mechanically clearing and grading the disturbed land and roads. Within the wetland creation area, a layer of organic material (i.e. topsoil) will be spread on the surface prior to planting to help the wetland plant material establish more efficiently. Once the grading activities are completed, native tree and ground cover plantings will be installed. An as-built survey of the graded areas will be conducted prior to planting (see Special Condition 29). A depiction of the Grading Plan is attached as Exhibit 3.3.

The wetland creation planting plan is included in the Mitigation/Monitoring/Maintenance Plan attached as Exhibit 3.4. Wetland tree plantings will be clustered randomly along the edge of the wetland creation area as to not preclude open foraging habitat for listed wading bird species. A minimum of two of the ground cover species listed in Exhibit 3.4 will be planted in each of the three planting zones.

Target Success Criteria:

The following are the success criteria for the created 9.09 acre wetland mitigation area:

1. The conservation easement will be recorded.
2. Initial eradication of exotic vegetation will be completed with all exotic and nuisance vegetation being physically removed from the preserve area.
3. The area will be regraded and organic material will be spread over the surface prior to the completion of supplemental plantings within the preserve area.
4. Wetland mitigation area will contain at least 80 percent cover by desirable obligate and facultative wetland plant species.
5. 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 at any time. Exotic vegetation species are identified as Category I and II invasive exotic plant species pursuant to the most current list established by the EPPC.

The target community type for the wetland creation area is a freshwater marsh community consisting of clustered bald cypress and red maple on the edges and three zones of wetland ground cover. The area will be graded at a 10:1 slope from a natural grade of approximately 18.5 feet NGVD to 16 feet NGVD (see Exhibit 3.3). Zones 1 and 2 will be fairly dense with plantings on 3 foot centers, while Zone 3 will transition from a dense area of fireflag planted on 3 foot centers to species like spatterdock and waterlily that will be placed on 15 foot centers. Zone 3 allows for more of an open-water component to mimic natural systems. The hydrology of the preserve will be sustained by ground water, rainfall, and sheetflow from adjacent preserve areas. Monitoring well data attached as Exhibit 3.7 indicates that ground water is present within the proposed marsh creation area elevations to support its hydrologic function.

Wetland/Upland Enhancement Areas:

As stated above, a total of 41.32 acres of wetlands and uplands were placed under conservation easement as part of the wetland mitigation / preservation plan required under Application No. 960516-6. The 41.32 acres is comprised of 39.22 acres of wetlands and 0.29 acres of uplands. The applicant will be required to enhance/restore these wetlands and uplands under this modification, but will not receive additional mitigation credit for these activities as they are considered a continuation of the success criteria required for the original mitigation. A total of 39.51 acres will be enhanced through the hand treatment of exotic vegetation. A total of 1.81 acres of the wetlands will be restored. Please see the Mitigation Plan Map attached as Exhibit 3.5.

The hand treatment of exotic and nuisance species 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 melaleuca and Australian pine with diameter at breast height greater than 4 inches and apply approved herbicide to cambium; (3) foliar application of approved herbicide to melaleuca saplings, Brazilian pepper, Australian pine, and downy rose myrtle; (4) foliar

application of approved herbicide or hand pulling of exotic seedlings; and (5) foliar application of approved herbicide to nuisance and exotic grasses.

In areas where the density of melaleuca and Brazilian pepper exceeds 50 percent, cuttings will either be removed from the site or stacked in piles at approximately 100 foot intervals. If left on the site, smaller cuttings will be stacked butt end to the ground into a nearly vertical position (i.e., teepee method). Larger cuttings will be cut and stacked side by side into an area approximately six feet on a side. Cuttings will be stacked perpendicular to the previous layer, up to a height of approximately four feet (i.e., log cabin method).

The vast majority of the 39.51 acres of enhancement areas have exotic levels less than 25 percent and the exotic vegetation should be physically removed from the site. However, approximately 1.87 acres within Wetland No. 11 and 0.56 acres within Wetland No. 9 have exotic levels greater than 50 percent (75 percent or more).

If natural recruitment of native vegetation does not occur within the first two years, the wetland enhancement areas currently containing greater than 75 percent exotic coverage will be supplemented with tree and ground cover plantings in accordance with Exhibit 3.4 and the Planting Plan Map attached as Exhibit 3.6..

Wetland Restoration Area:

Approximately 1.81 acres of wetland located on the western portion of Wetland No. 12 will be restored as required under Application 960516-6. A total of 9.45 acres of Wetland No. 12 was previously placed under conservation easement with the District, but a fence was inadvertently placed in the wrong area, segregating the 1.81 acres from the rest of the preserve. Because of the installation of the fence, the 1.81 acre area had been cleared of vegetation and maintained as a hydric improved pasture area (disturbed hydric habitat). The applicant proposes to restore this area to pine/cypress habitat through the planting of native vegetation. The applicant proposes to remove the existing fence and plant native plant species as outlined in Exhibits 3.4 and 3.6.

Monitoring/Maintenance:

The proposed monitoring of the 9.09 acre wetland creation area will consist of baseline, time-zero, and annual monitoring of vegetation, wildlife, rainfall, and wetland water levels. Monitoring for the existing wetland and upland areas under conservation easement (41.32 acres), including the 1.81 acre wetland restoration area, will consist of a time-zero and five annual monitoring events (the baseline monitoring report for these areas has already been submitted). The baseline monitoring report will document conditions in the wetland creation area as they currently exist. The time-zero report will document the conditions immediately following completion of the mitigation activities. The annual reports will document the extent of success of the mitigation program and, if needed, identify specific actions to be taken to improve the conditions within the preserve areas. Sampling transects and methodology for the baseline, time-zero, and annual reports will utilize identical methods of data collection from identical sampling stations. A complete description of the monitoring plans can be found in the Mitigation/Monitoring/Maintenance Plan attached as Exhibit 3.4 and in the Monitoring Map attached as Exhibit 3.8.

Maintenance will be conducted in perpetuity for all on-site wetland preserves to ensure that the enhanced and created wetlands are free of exotic vegetation immediately following maintenance and that exotic and nuisance species will constitute no more than five percent of total combined cover or dominate any one single area.

All monitoring and maintenance activities shall be completed in accordance with the work schedule

attached as Exhibit 3.9.

Wetland Inventory:

As discussed in the Wetland Mitigation Section above, the applicant has excess functional gain totaling 2.28 UMAM units which may be used as mitigation to offset additional wetland impacts for other applicant-owned projects in the vicinity of the proposed project area, as appropriate, and if approved through a permit modification issued by the District.

Please note that the 0.47 acres of secondary wetland impacts were evaluated at a 50% loss and are reflected as such in the table below.

BW in the following table indicates the area of wetland impacts associated with the proposed boardwalk. Please note that the 321 FLUCCS code represents FLUCCS codes 321, 411, 740, and 814.

Wetland Inventory :

CONSTRUCTION MOD -Corkscrew Shores

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluc cs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluccs	Adj Delta	Functional Gain / Loss
BW 1	ON	621	Direct	.11	.77						-.770	-.085
BW 2	ON	621	Direct	.02	.53						-.530	-.011
BW 3	ON	621	Secondary	.40	.39						-.390	-.156
BW 4	ON	621	Secondary	.07	.27						-.270	-.019
Create	ON	321	Restoration/Creation	9.09	.00	.80	5	2.50		641	.281	2.552
			Total:	9.69								2.28

Fluccs Code	Description
321	Palmetto Prairies
621	Cypress
641	Freshwater Marshes

Wildlife Issues:

The project site does contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. Various wading birds (including the wood stork) have been observed on-site or in the vicinity of the project and the project lies within known Florida panther and Florida black bear habitat range. The applicant provided a human-wildlife co-existance plan to Lee County as part of the Development Order approval process. The site plan revision authorized under this modification will result in more preserve area in the southern portion of the site which will provide greater habitat support for wildlife in the Corkscrew Ecosystem Watershed. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

LEGAL ISSUES:

A total of 9.09 acres of on-site wetland creation will be placed under standard conservation easement. Please see the attached Exhibit 3.11.

The applicant has demonstrated financial assurances with regards to the mitigation requirement for the 9.09 acre wetland creation area. Please see the attached Exhibit 3.13 for details regarding the performance bond and standby trust agreement.

The applicant will record an amendment to the existing conservation easement, allowing for passive recreational uses, over the on-site preserve area labeled Wetland No. 11 which encompasses 18.98 acres (see Exhibit 3.12). This amendment to conservation easement must be recorded in the county records prior to the installation of the proposed boardwalk. The amendment to the conservation easement was approved at the District's August 15, 2013 Governing Board Meeting. Please see Special Condition No. 27.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of an appropriate registered professional registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4.361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that surface water lakes will be used as a source for irrigation water for the project. Water Use Application No. 130607-11 has been submitted and is being processed concurrently for this project.

The applicant has indicated that dewatering is required for construction of this project. Dewatering Application No. 130606-3 has been submitted and is being processed concurrently for this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Potable Water Supplier:

Lee County Utilities

Waste Water System/Supplier:

Lee County Utilities

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

The District has received correspondence dated April 23, 2009 from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded in the project area and therefore is unlikely to have an effect upon any such properties. This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

STAFF RECOMMENDATION TO EXECUTIVE DIRECTOR:

The Staff recommends that the following be issued :

This application is a request for an Environmental Resource Permit to authorize construction and operation of a surface water management system serving 707.8 acres of residential development and 14.29 acres of Conceptual approval for a project known as Corkscrew Shores (fka Corkscrew Woods) with discharge to on-site wetland areas.

Based on the information provided, District rules have been adhered to.

Staff recommendation is for approval subject to the attached General and Special Conditions.

STAFF REVIEW:

NATURAL RESOURCE MANAGEMENT APPROVAL

ENVIRONMENTAL EVALUATION

Justin M.Hojnacki

SUPERVISOR

Laura Layman

SURFACE WATER MANAGEMENT APPROVAL

ENGINEERING EVALUATION

Kenneth Kellum, P.E.

SUPERVISOR

Daniel F. Waters, P.E.

ENVIRONMENTAL RESOURCE PERMITTING BUREAU CHIEF :

Anita R. Bain

DATE: 8/30/13

REGULATION DIVISION ASSISTANT DIRECTOR :

Anthony M. Waterhouse, P.E.

DATE: 9/3/13

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.

6. Within 30 days after completion of construction of the permitted activity, the permitee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.

7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental

GENERAL CONDITIONS

Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.

11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..

12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No

GENERAL CONDITIONS

Notice" Rule.

14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.

19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on September 3, 2018.
   The construction phase of this permit shall expire on September 3, 2018.

2. Operation of the surface water management system shall be the responsibility of the home owner's association. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.

3. Discharge Facilities:

   Structure: CS-1
   2-5.58' W X 1' H RECTANGULAR ORIFICE weirs with crest at elev. 17.5' NGVD 29.
   2-2' W X 1' H RECTANGULAR ORIFICE weirs with crest at elev. 17.5' NGVD 29.

   Receiving body : Wetland 7
   Control elev : 17.5 feet NGVD 29.

   Structure: CS-W15
   1-3" dia. CIRCULAR ORIFICE with invert at elev. 17.5' NGVD 29.

   Receiving body : Wetland 15
   Control elev : 17.5 feet NGVD 29.

   Structure: CS-W22
   1-3" dia. CIRCULAR ORIFICE with invert at elev. 17.5' NGVD 29.

   Receiving body : Wetland 22
   Control elev : 17.5 feet NGVD 29.

4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.

5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.

6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.

7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.

8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.

9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.

SPECIAL CONDITIONS

11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.

12. The permittee acknowledges that, pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.

13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

14. Minimum building floor elevation: See the "Surface Water Management Summary" table on Sheet 3 of 8 of Exhibit 2.0.

15. Minimum road crown elevation: Basin: Corkscrew Shores - 19.50 feet NGVD 29.

16. Prior to the commencement of construction, the permittee shall conduct a pre-construction meeting with field representatives, contractors and District staff. The purpose of the meeting will be to discuss construction methods and sequencing, including type and location of turbidity and erosion controls to be implemented during construction, mobilization and staging of contractor equipment, phasing of construction, methods of vegetation clearing (including methods of nuisance/exotic vegetation removal will be discussed), coordination with other entities on adjacent construction projects, wetland/buffer protection methods, and endangered species protection with the permittee and contractors. The permittee shall contact District Environmental Resource Compliance staff from the Lower West Coast Service Center at 239-338-2929 to schedule the pre-construction meeting.

17. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

18. A mitigation program for Corkscrew Shores shall be implemented in accordance with Exhibit No. 3.3 - 3.8. The permittee shall create and preserve 9.09 acres of freshwater marsh wetlands. The requirements of Application No. 960516-6 are still in effect. The excess mitigation units associated with this modification (2.28 UMAM units) are available, but the applicant has to submit a permit modification to utilize these excess UMAM units.

19. A maintenance program shall be implemented in accordance with Exhibit No. 3.4 for the created wetland area on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category 1 and Category 2 exotic vegetation (as defined by the Florida Exotic Pest Plant

SPECIAL CONDITIONS

Council) immediately following a maintenance activity. Maintenance in perpetuity shall also insure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

20. Prior to the commencement of construction, the perimeter of protected on-site wetland preservation areas shall be staked/roped/fenced to prevent encroachment into the protected areas. Using Global Positioning System (GPS) technology, the perimeter of the preserve area(s) shall be identified for future reference. The data shall be differentially corrected and accurate to less than a meter (+/- one meter or better). Electronic copies of the GPS data shall be provided to the District's Environmental Resource Compliance staff in accordance with Exhibit 3.6. The permittee shall notify the District's Environmental Resource Compliance staff in writing upon completion of staking/roping/fencing and schedule an inspection of this work. The staking/roping/fencing shall be subject to District staff approval. The permittee shall modify the staking/roping/fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. The staking/roping/fencing shall remain in place until all adjacent construction activities are complete.

21. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.

22. Activities associated with the implementation of the mitigation, monitoring and maintenance plan shall be completed in accordance with the work schedule attached as Exhibit No. 3.9. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort. This work schedule supercedes the work schedule under Application No. 960516-6.

23. Prior to the commencement of construction and in conformance with the work schedule in Exhibit 3.9, the permittee shall provide an original bond in the amount of $101,409.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibit Nos. 3.3 - 3.8. The financial assurance shall be in substantial conformance with Exhibit No. 3.13. The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit. The permittee shall also establish a corresponding standby trust account in conformance with the work schedule in Exhibit 3.9.

    Should the permit be transferred from the construction to operational phase prior to the completion of the mitigation and monitoring program, it will be incumbent upon the original permittee to either keep the existing financial assurance in force or provide replacement financial assurance in the name of the operational entity. The existing financial assurance cannot be released until a replacement document is received and accepted by the District.

24. A monitoring program shall be implemented in accordance with Exhibit No. 3.4 and 3.8. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted

SPECIAL CONDITIONS

vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.

In addition, the permittee shall comply with the following target success criteria:

The following are the success criteria for the 9.09 acre created wetland mitigation area:

1. The conservation easement will be recorded.
2. Initial eradication of exotic vegetation will be completed with all exotic and nuisance vegetation being physically removed from the preserve area.
3. The area will be regraded and organic material will be spread over the surface prior to the completion of supplemental plantings within the preserve area.
4. Wetland mitigation area will contain at least 80 percent cover by desirable obligate and facultative wetland plant species.
5. 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 at any time. Exotic vegetation species are identified as Category I and II invasive exotic plant species pursuant to the most current list established by the EPPC.

The target community type for the wetland creation area is a freshwater marsh community consisting of clustered bald cypress and red maple on the edges and three zones of wetland ground cover. The area will be graded at a 10:1 slope from a natural grade of approximately 18.5 feet NGVD to 16 feet NGVD (see Exhibit 3.3). Zones 1 and 2 will be fairly dense with plantings on 3 foot centers, while Zone 3 will transition from a dense area of fireflag planted on 3 foot centers to species like spatterdock and waterlily that will be placed on 15 foot centers. Zone 3 allows for more of an open-water component to mimic natural systems. The hydrology of the preserve will be sustained by ground water, rainfall, and sheetflow from adjacent preserve areas. Monitoring well data attached as Exhibit 3.7 indicates that ground water is present within the proposed marsh creation area elevations to support its hydrologic function.

25. Prior to commencement of construction and in accordance with the work schedule in Exhibit 3.9, the permittee shall submit an electronic or hard copy version of the certified copy of the recorded conservation easement for the mitigation area(s) and associated buffer(s). The electronic version of the recorded conservation easement, and associated GIS information described below, shall be submitted via the District's ePermitting/eCompliance website. The GIS data shall be supplied in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet. A map depicting the Conservation Easement over the best available satellite or aerial imagery shall also be provided. If the information is provided via hard copy the GIS data shall reside on CD disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall utilize the form attached as Exhibits 3.11 and 3.12. Any proposed modification to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

SPECIAL CONDITIONS

26. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.

27. The following exhibits for the permit are incorporated by reference herein and are located in the permit file. In addition, these exhibits can be viewed on the District's ePermitting website under this application number.

    Exhibit No. 2.1 - Construction Pollution Prevention Plan
    Exhibit No. 2.2 - Urban Stormwater Management Program
    Exhibit No. 3.11 - Standard Conservation Easement
    Exhibit No. 3.12 - Amendment of Conservation Easement
    Exhibit No. 3.13 - Cost Estimate, Standby Trust, and Performance Bond

28. The successful completion of the mitigation plan is heavily dependent on proper site grading as shown on Exhibit 3.3. Therefore, prior to demobilizing equipment from the site and prior to planting, the permittee shall provide an as-built survey in accordance with the work schedule identified as Exhibit 3.9 and schedule an inspection by District Environmental Resource Compliance staff to ensure that appropriate elevations and slopes have been achieved.

Exhibits Table of Contents
Corkscrew Shores
Application No. 080827-7
Permit No. 36-03254-P

Exhibit 1.0 – Location Map

Exhibit 2.0 – Construction Plans

Exhibit 2.1 – Construction Pollution Prevention Plan (Incorporated by Reference)

Exhibit 2.2 – Urban Stormwater Management Program (Incorporated by Reference)

Exhibit 3.0 – FLUCCS Map

Exhibit 3.1 – Wetland Identification Map

Exhibit 3.2 – Wetland Impacts Map

Exhibit 3.3 – Wetland Creation Grading Plan Map

Exhibit 3.4 – Mitigation/Monitoring/Maintenance Plan

Exhibit 3.5 – Mitigation/Monitoring/Maintenance Plan Map

Exhibit 3.6 – Planting Plan Map

Exhibit 3.7 – Monitoring Well Locations and Data for Wetland Hydrologic Support Map

Exhibit 3.8 – Monitoring Map

Exhibit 3.9 – Work Schedule

Exhibit 3.10 – Conservation Easement Location Map

Exhibit 3.11 – Standard Conservation Easement (Incorporated by Reference)

Exhibit 3.12 – Amendment to Conservation Easement (Incorporated by Reference)

Exhibit 3.13 – Cost Estimate, Standby Trust, and Performance Bond (Incorporated by Reference)

Section 21,28, Township 46 South, Range 26 East
Lee County

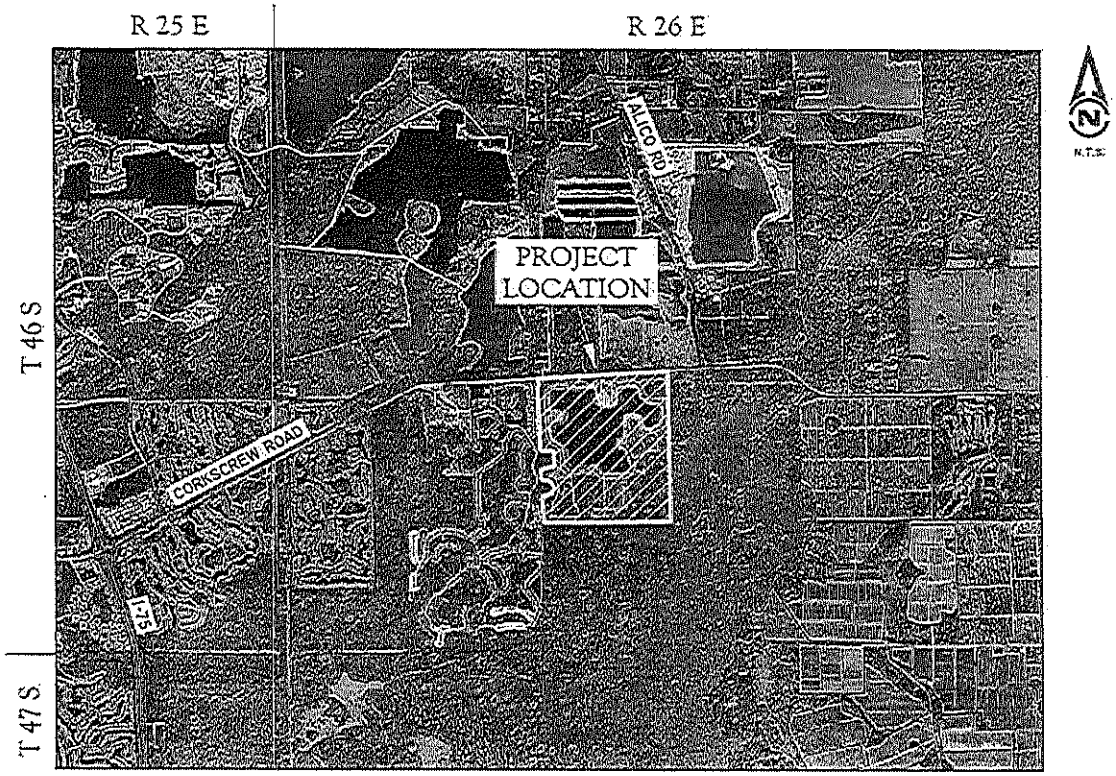


Exhibit 1.0
Application No. 080827-7
Page 1 of 1

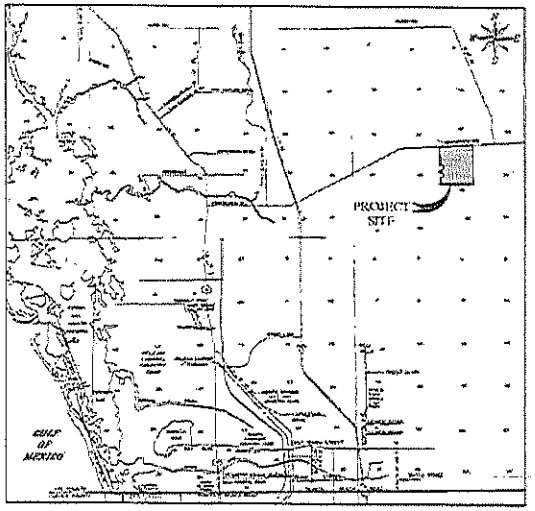
CORKSCREW SHORES

ENVIRONMENTAL RESOURCE PERMIT PLANS

LOCATED IN LEE COUNTY
SECTIONS 21 & 28, TOWNSHIP 46 SOUTH, RANGE 26 EAST

PROPERTY OWNER

CORKSCREW LAKES, LLC
4934 ROYAL GULF CIRCLE
FORT MYERS, FLORIDA 33966
TEL: (239) 425-8662



LOCATION MAP

INDEX OF SHEETS

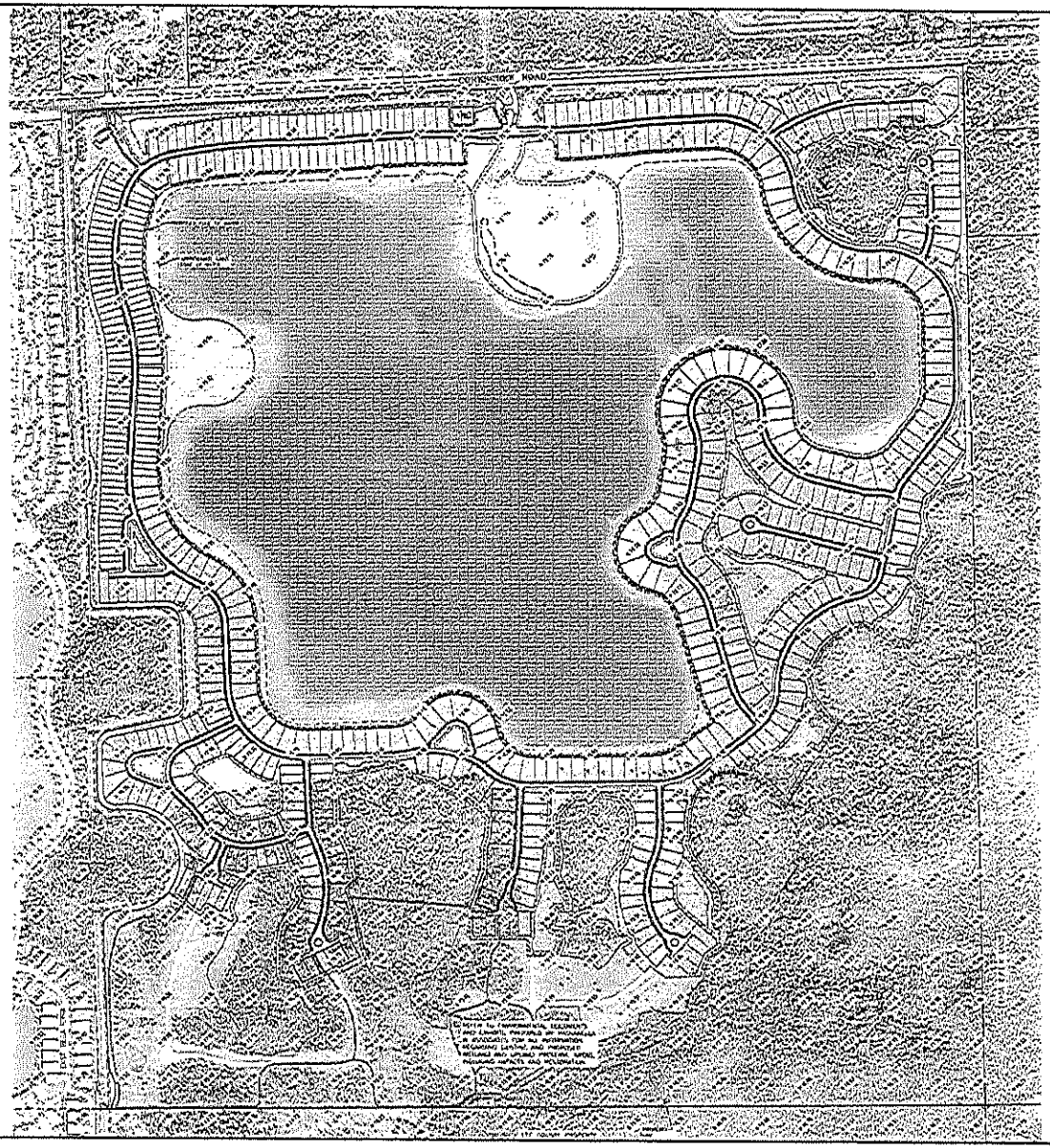
1. COVER SHEET
2. AERIAL AND GENERAL NOTES
3. MASTER SITE PLAN
4. SITE PLAN - NORTH
5. SITE PLAN - SOUTH
6. CROSS SECTION DETAILS
7. CONTROL STRUCTURE AND DRAINAGE DETAILS
8. EROSION CONTROL DETAILS

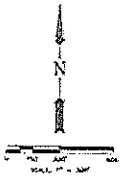
#	DATE	PLAN REVISION	BY
1	[illegible]	[illegible]	[illegible]

J.R. EVANS ENGINEERING, P.A.
23150 FASHION DRIVE, SUITE 242
ESTERO, FLORIDA 33928
PHONE: (239) 405-9148
FAX: (239) 288-2937
WWW.JRLVANSENGINEERING.COM
FL COA # 29926

J.R. EVANS ENGINEERING, P.A.
CORKSCREW SHORES
ENVIRONMENTAL RESOURCE PERMIT PLANS

SHEET: 1 of 8





GENERAL NOTES

1. ALL WATER AND SANITARY SEWERAGE MINIMUM VERTICAL SEPAR.
2. CONSTRUCTION SHALL MAINTAIN COPIES OF ALL PERMITS REQUIRED FOR CONSTRUCTION ON SITE.
3. PRIOR TO COMMENCEMENT OF GENERAL CONSTRUCTION ACTIVITY APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL ALL RUNOFF THAT MAY ENTER ADJACENT PROPERTIES OR OFFSITE, AND ALL RUNOFF THAT MAY ENTER WATER BODIES. ALL CONSTRUCTION SHALL MAINTAIN THESE DEVICES IMPLEMENTED THE CONTROL OF SEDIMENTATION THE ENTIRETY OF THE CONSTRUCTION PERIOD. THESE DEVICES SHALL BE REMOVED WHEN IN FULL, UNTIL THE SUBMERGENCE AREAS ARE STABILIZED. (REFERENCE EROSION CONTROL PLAN.)
4. THE OWNER AND APPROPRIATE OR PARTIES RESPONSIBLE FOR MAINTENANCE OF THE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EXISTING FIELD CONDITIONS OF RECORD.
5. DURING CONSTRUCTION, ALL BARRIERS, PILES, AND SUPPORTS FOR OPENINGS, WHICH OPEN WATER AREAS SHALL BE INSULATED WITH JUTE OR FABRIC BARRIER PRIOR TO APPROACH SUBMERGENCE TO PREVENT BEARING AND FILL FROM FALLING INTO THE AREA.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ACCORDINGLY THE CONTRACTOR IS ALSO RESPONSIBLE FOR CREATING, IMPLEMENTING, AND MAINTAINING A STORMWATER POLLUTION PREVENTION PLAN, PER THE REQUIREMENTS OF THE NPDES GENERAL PERMIT.
7. PERIMETER BERM SHALL BE CONSTRUCTED ALONG EXISTING DRAINAGE BATTER DOWNWARD AT A MINIMUM ELEVATION EQUAL TO THE 25-YEAR 24-HOUR STORM TO PREVENT EXCESSIVE STORMWATER MANAGEMENT FACILITY DURING EXTREME RAINFALL ON SITE. THE PERIMETER BERM MAY BE OMITTED IF ADJACENT PROPERTIES OWNERS ON SITE HAVE PROVIDED AN EQUAL OR GREATER ELEVATION BERM WITHIN THEIR PROPERTIES, OR OTHER ACCEPTABLE TO COUNTY STORMWATER MANAGEMENT AND SHOWN ON SITE PLAN PROVIDED CONSULTANTS.
8. LEE COUNTY ELEVATION POINTS AND LIGHT CONFIGURATIONS, CONFLICT ON OTHER PARTIES MAY EXIST. EXISTING UTILITIES ADJACENT TO PROPERTY WHICH MAY BE PROTECTED. THE CONTRACTOR SHALL CONTACTED OR SHALL CONTACT THE APPROPRIATE AUTHORITIES TO LOCATE THESE FACILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
9. THE LOCATIONS OF EXISTING UTILITIES AND OTHER OTHER NATURAL OBJECT ELEMENTS WHICH MAY BE SHOWN ON THE PLAN WERE OBTAINED FROM PERSONAL, PROPERTY, AND OTHER INFORMATION THAT THE DEVELOPMENT OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF ALL OBSTRUCTIONS AND OTHER UTILITIES AND ELEMENTS TO THE DETRIMENT OR DAMAGE OF WORKING IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND REPLACE DAMAGED DURING CONSTRUCTION TO DAMAGE FUNCTIONS ON WATER.
10. TRAFFIC CONSTRUCTION DISCHARGE ARE NOT INTENDED TO BE ALL INCLUSIVE OF PROVIDE INCLUDED ONE PURPOSE BY THE RESIDENTS TO CONTROL THE ATTENUATION OF THE DEVELOPMENT TO A MORE FUNCTIONAL FUNCTIONS WITH REGARDS TO THE SITE WILL CHANGE RESULTANT TO INCLUDED THE PROPERTIES MAINTENANCE.
11. THE CONTRACTOR SHALL ACCURATELY PLOT THE LOCATIONS AND DETAILS OF ALL MODIFICATIONS TO THE PLAN ON A PAPER SET OF RECORD DRAWINGS, WHICH SHALL BE REQUIRED TO THE ENGINEER.
12. CONTRACTOR IS REQUIRED TO OBTAIN WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THE PLANS AND THE SPECIFICATIONS PRIOR TO EXECUTION AND CONTROL WITH DEVELOPMENTS. THE DRAWINGS SHALL BE SUBMITTED FOR THE ATTENTION OF THE OWNER AND ENGINEER BEFORE CONTINUING WORK.
13. WATER MAIN, STORMS, SEWER INSTALLATION AND IMPROVEMENTS WORK WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT RIGHT OF WAY OR WITHIN EASEMENTS PROPERLY OWNED, SHALL BE REQUIRED PRIOR TO ANY CONSTRUCTION OF IMPROVED WATER AND SEWER CONTROL, WITHIN THE APPROPRIATE AND LICENSED FOR CONSTRUCTION AND MAINTENANCE ON THE CONSTRUCTION SHALL LLC.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIRING AND REPLACING OF ALL WATER, SEWER, STORMS, DRAINS AND LIGHTING INFRASTRUCTURE THAT REQUIRED TO BE REMOVED IN THE PROPERTIES CONSTRUCTION AREA, WHICH THE AFFECTED BY THE LINEAR SPACE AND ALTERATIONS WITHIN THE COUNTRY, WHICH ARE OF INSUFFICIENT SIZE TO REPLACE, AND CHANGED TO REPLACE DRAINAGE AND WHICH PROPER DURING CONSTRUCTION.
15. ALL MATERIAL REMOVED FROM THE SITE SHALL BE RECEIVED OR BY THE CONTRACTOR IN A LEGAL MANNER.
16. CONTRACTOR SHALL INSTALL MAINTAINED ON ALL STORMWATER MANAGEMENT EROSION CONTROL STRUCTURES.
17. CONTRACTOR SHALL REMOVE, REPAIR AND DAMAGE WATER FROM THE PLAN IN ALL PROPER WAY.
18. ALL SURFACE WORK OF PROPERLY CONTRACTED OR REQUIRED ON THE PROPERTIES, THE SHALL BE TO BE SUBMITTED WITHIN 30 DAYS OF THE FINAL GRADING.
19. ALL EXISTING VEGETATION NOT DEFINED TO LEE COUNTY LAND DEVELOPMENT CODE SHALL BE REMOVED FROM THE SITE, AND ARE EXCLUDED ITS SURVEYORS AND OWNERS. THE OWNER'S ASSOCIATIONS SHALL BE RESPONSIBLE FOR MAINTENANCE AND CHANGE MANUAL.
20. DEFINED BUFFERS TO FACILITIES, WATERS PROJECTS WITHIN PROPERLY CONSTRUCTED UP TO BE CONSTRUCTED UNDER APPROVED PLANS OR DEVELOPMENT ORDER.

NOTE:

[illegible]

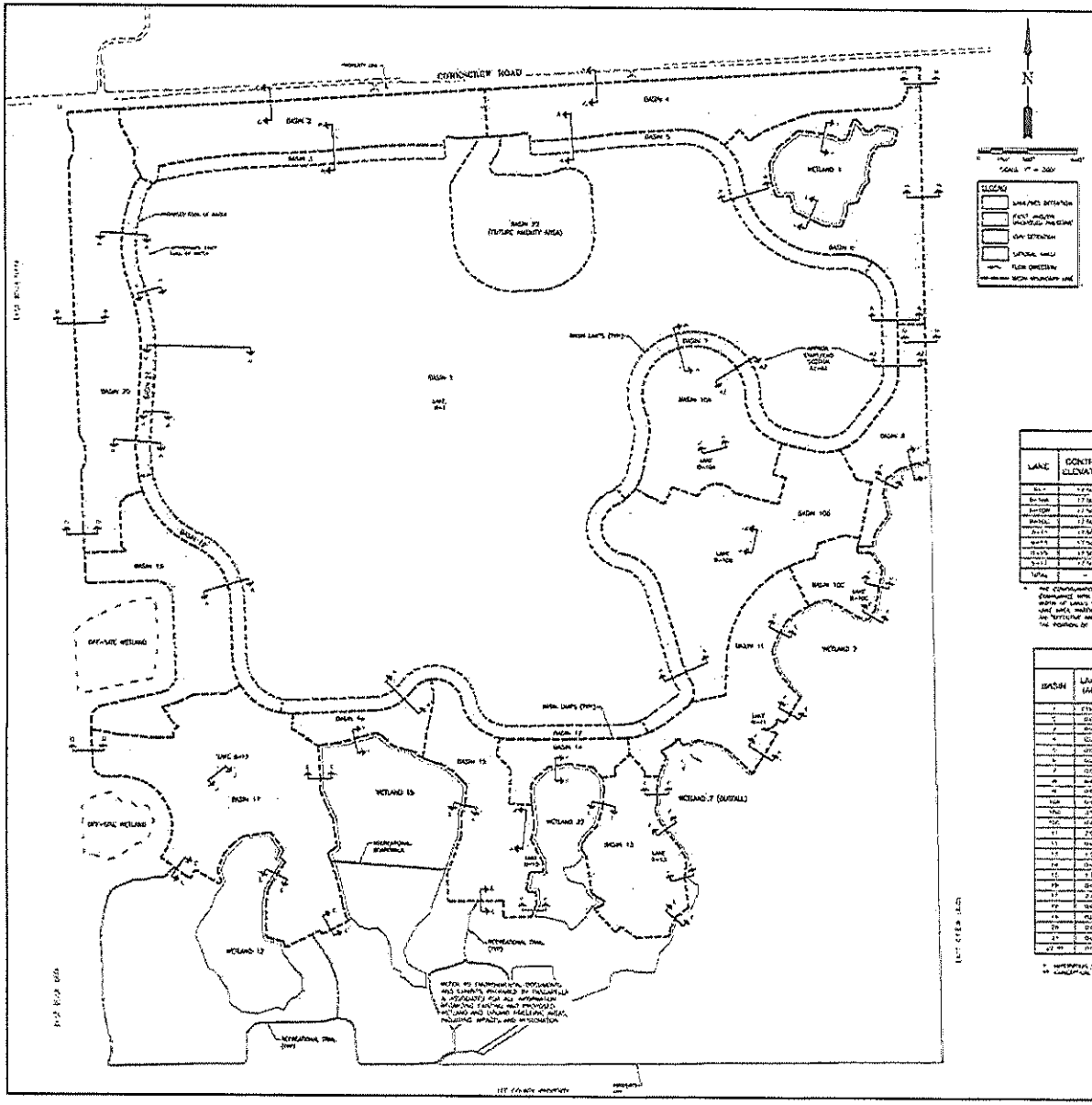
SURVEYED BY	[illegible]
PROJECT #	[illegible]
FIELD DATE	[illegible]
DESIGNED BY	DLM
DRAWN BY	[illegible]
SCALE	1" = 100'
SHEET:	2 of 8

J.R. EVANS ENGINEERING, P.A.
INSTRUMENTATION, INC.
CONSULTING ENGINEERS
9900 DAYTONA BLVD
FORT MYERS, FL 33905
WWW.JREVANSENGINEERING.COM
FL COA # 27215

CORKSCREW SHORES

AERIAL AND GENERAL NOTES

#	DATE	REVISION
1	[illegible]	[illegible]



SURFACE WATER MANAGEMENT SUMMARY

BASIN	CONTROL ELEVATION	5-YR 1-DAY PEAK STAGE	25-YR 3-DAY PEAK STAGE	100-YR 3-DAY ZERO DISCHARGE PEAK STAGE	MINIMUM ROAD ELEVATION	MINIMUM FINISHED FLOOR ELEVATION	MINIMUM PERMITTED BERM ELEVATION
1	[illegible]	[illegible]	[illegible]	[illegible]	N/A	N/A	
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
3	[illegible]	[illegible]	[illegible]	[illegible]	N/A	[illegible]	
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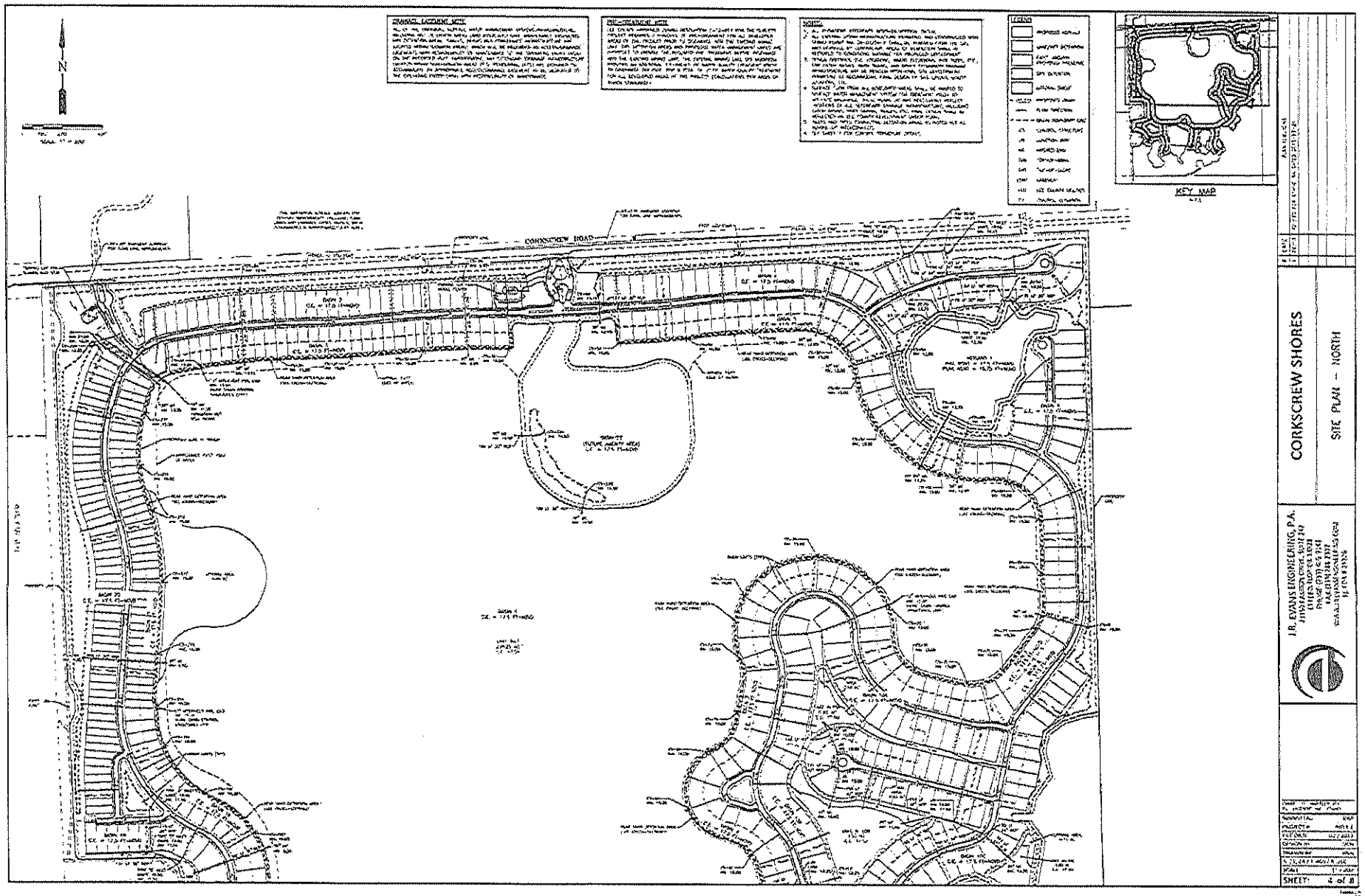
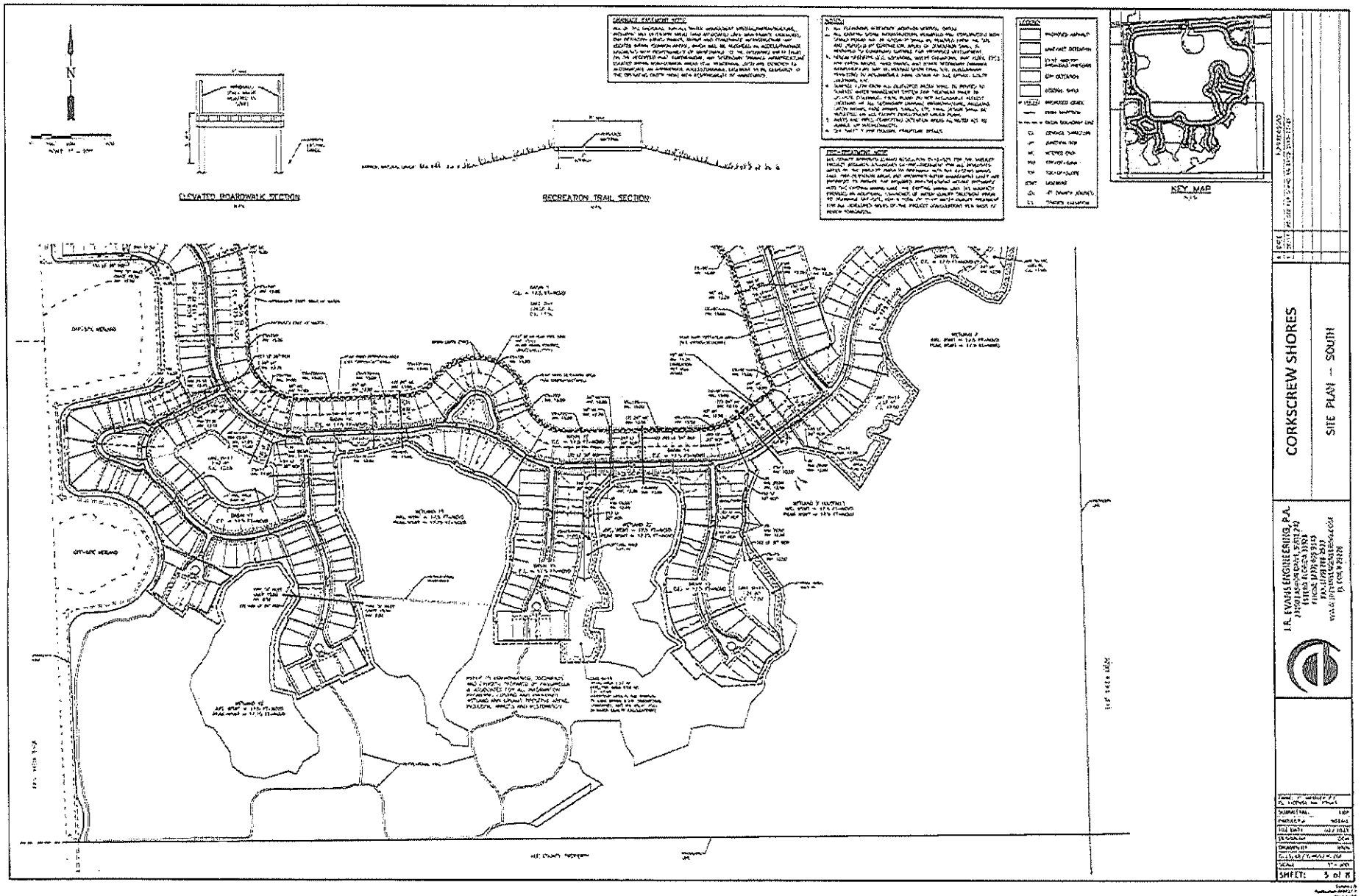
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
7	[illegible]	[illegible]	[illegible]	[illegible]	N/A	[illegible]	
8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
9	[illegible]	[illegible]	[illegible]	[illegible]	N/A	[illegible]	
10	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
10A	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
10B	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
10C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
11	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
12	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
13	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
14	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
15	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
16	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
17	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
18	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
19	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
20	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
21	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
22	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
WETLAND 7	[illegible]	[illegible]	[illegible]	[illegible]	N/A	N/A	N/A
WETLAND 12	[illegible]	[illegible]	[illegible]	[illegible]	N/A	N/A	N/A
WETLAND 13	[illegible]	[illegible]	[illegible]	[illegible]	N/A	N/A	N/A
WETLAND 15	[illegible]	[illegible]	[illegible]	[illegible]	N/A	N/A	N/A
WETLAND 22	[illegible]	[illegible]	[illegible]	[illegible]	N/A	N/A	N/A
WETLAND 7 OUT	[illegible]	[illegible]	[illegible]	[illegible]	N/A	N/A	N/A

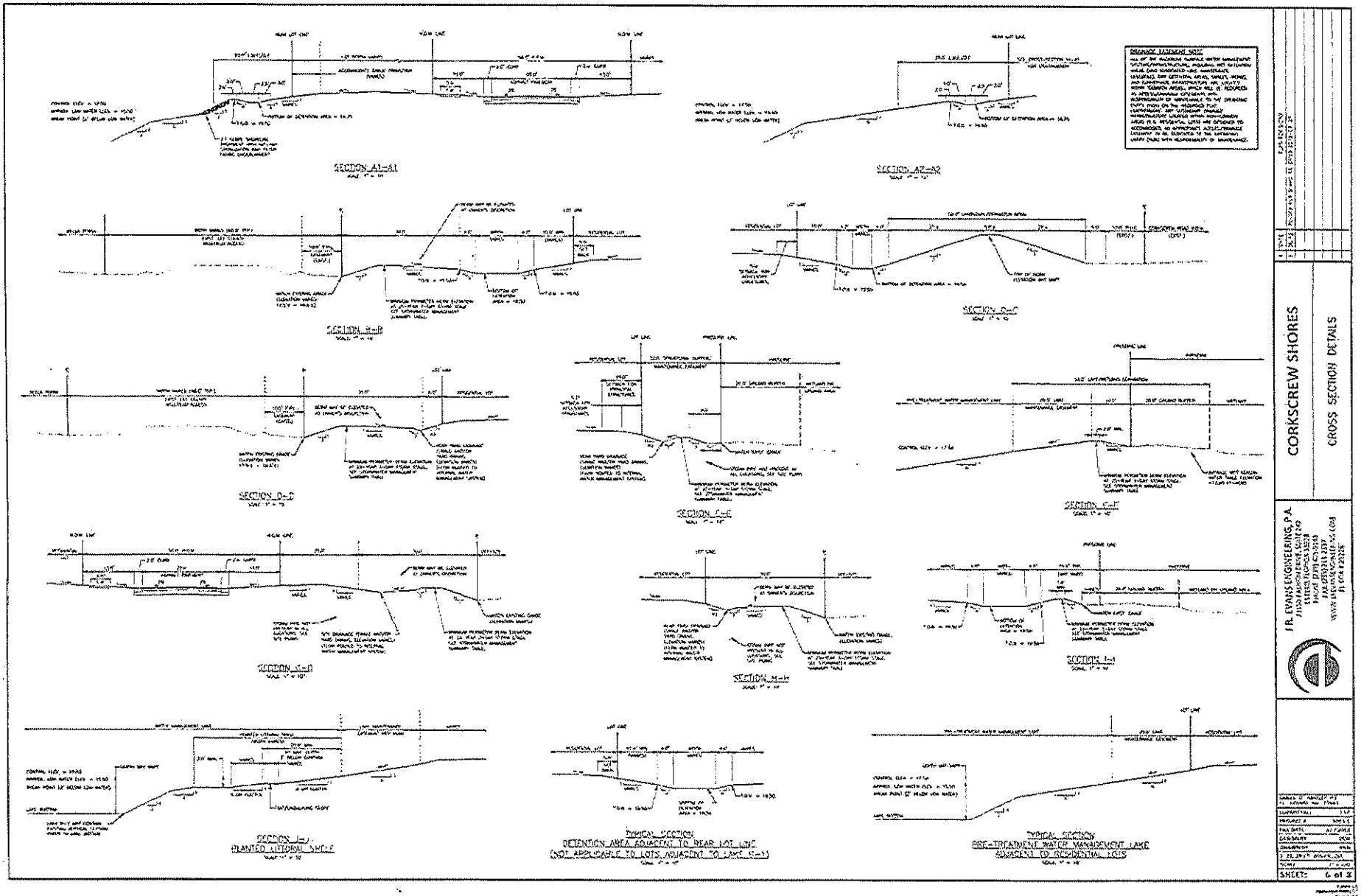
* [illegible]

LAKE SUMMARY

LAKE	CONTROL ELEVATION	AREA AT CONTROL (AC)	LAKE PERIMETER (LF)	OPTIONAL AREA (AC)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]


CORKSCREW ROAD
KEY MAP
CORKSCREW SHORES
SITE PLAN - NORTH
J.R. EVANS ENGINEERING, P.A.
SHEET: 4 of 8


ELEVATED BOARDWALK SECTION
RECREATION TRAIL SECTION
KEY MAP
CORKSCREW SHORES
SITE PLAN – SOUTH
J.R. EVANS ENGINEERING, P.A.
SHEET: 5 of 8


SECTION A1-A1
SECTION A2-A2
SECTION B-B
SECTION C-C
SECTION D-D
SECTION E-E
SECTION F-F
SECTION G-G
SECTION H-H
SECTION I-I
SECTION J-J
PLANTED LITTORAL SHELF
TYPICAL SECTION
DETENTION AREA ADJACENT TO REAR LOT LINE
(NOT APPLICABLE TO LOTS ADJACENT TO LAKE K-1)
TYPICAL SECTION
PRE-TREATMENT WATER MANAGEMENT LAKE
ADJACENT TO RESIDENTIAL LOTS
CORKSCREW SHORES
CROSS SECTION DETAILS
J.R. EVANS ENGINEERING, P.A.
SHEET: 6 of 8

STEEL GRATE

INLET DETAILS

CONTROL STRUCTURE TABLE (TYPE H INLET)

CONTROL STRUCTURES (TYPE H INLET)

CONTROL STRUCTURE CS-1 (MODIFIED TYPE H INLET) (MAIN OUTFALL STRUCTURE)

CONTROL STRUCTURE TABLE (TYPE C INLET)

CONTROL STRUCTURES (TYPE C INLET)

CONTROL STRUCTURE TABLE (TYPE D INLET)

CONTROL STRUCTURES (TYPE D INLET)

CONTROL STRUCTURE TABLE (INLINE DRAIN)

CONTROL STRUCTURES (INLINE DRAIN)

SINGLE AND MULTIPLE ROUND CONCRETE PIPE

JUNCTION BOX DETAIL

FDOT DESIGN STANDARDS 2019

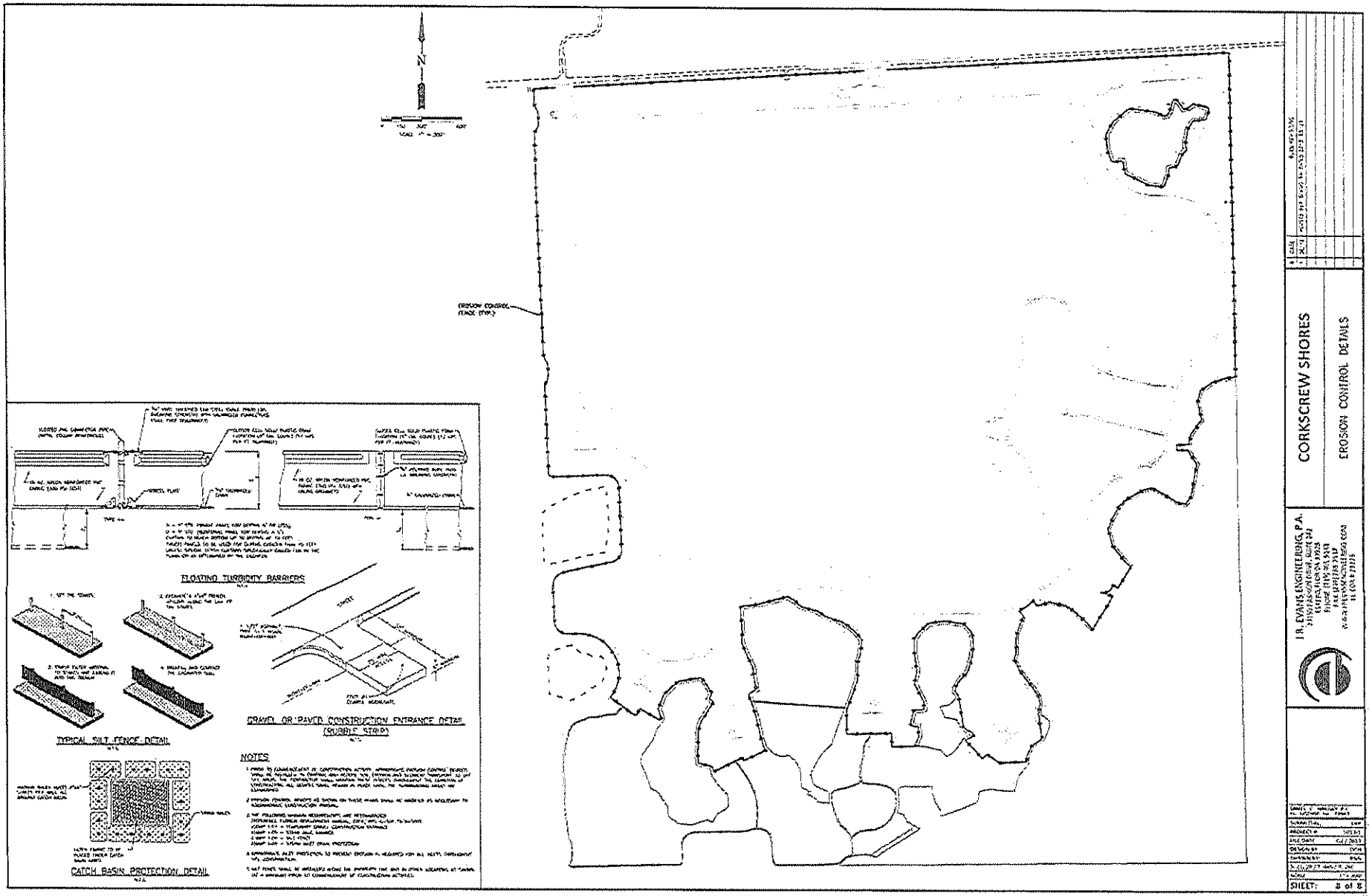
CROSS DRAIN MITERED END SECTION

CORKSCREW SHORES

CONTROL STRUCTURE AND DRAINAGE DETAILS

J.R. EVANS ENGINEERING, P.A.

SHEET: 7 of 8

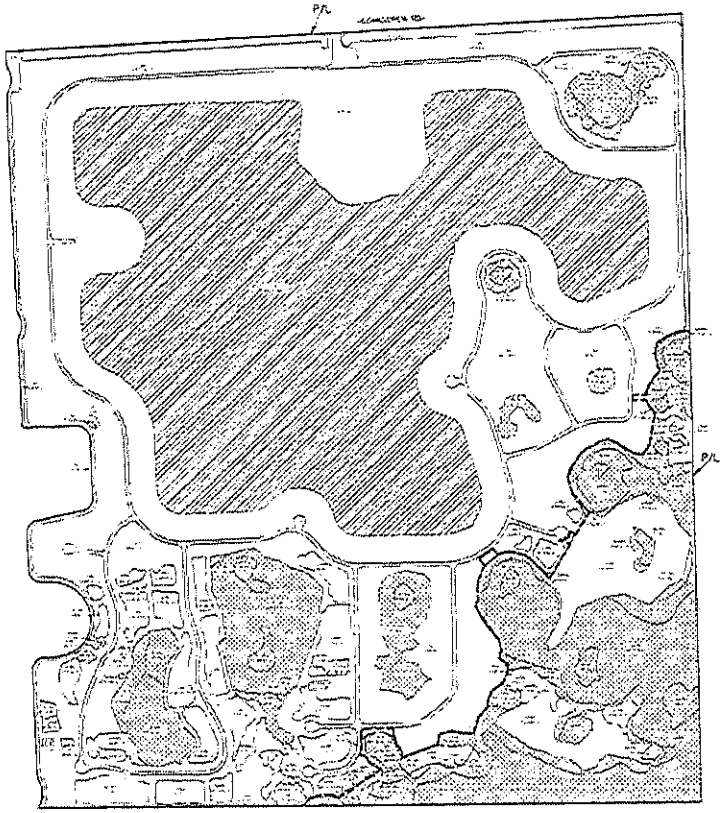

N
EROSION CONTROL FENCE (TYP.)
FLOATING TURBIDITY BARRIERS
TYPICAL SILT FENCE DETAIL
GRAVEL OR PAVED CONSTRUCTION ENTRANCE DETAIL (RUBBLE STRIP)
NOTES
CATCH BASIN PROTECTION DETAIL
CORKSCREW SHORES
EROSION CONTROL DETAILS
J.R. EVANS ENGINEERING, P.A.
SHEET: 8 of 8

Corkscrew Shores
Application No. 080827-7
Permit No. 36-03254-P
The following Exhibits are incorporated by reference:

Exhibit 2.1 – Construction Pollution Prevention Plan

Exhibit 2.2 – Urban Stormwater Management Program

SCALE: 1" = 800'



CORKSCREW SHORES

LEGEND

SFWMD WETLANDS (66.73 AC.±)

SFWMD "OTHER SURFACE WATERS" (34.81 AC.±)

FLUCFCS CODE	DESCRIPTION	ACREAGE	% OF TOTAL
[illegible]	HOOK COMMA	[illegible]	[illegible]
[illegible]	SHRUB AND BRUSHLAND, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	SHRUB AND BRUSHLAND, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	SHRUB AND BRUSHLAND, DISTURBED (51-100% EXOTICS)	[illegible]	[illegible]
[illegible]	PALMETTO PRAIRIE, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	PINE FLATWOODS, DISTURBED (51-75% EXOTICS)	[illegible]	[illegible]
[illegible]	LIVE OAK, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	SHALLOW POND	[illegible]	[illegible]
[illegible]	WILLOW, DISTURBED (51-100% EXOTICS)	[illegible]	[illegible]
[illegible]	CYPRESS, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	CYPRESS, DISTURBED (51-100% EXOTICS)	[illegible]	[illegible]
[illegible]	CYPRESS-PINE-CABBAGE PALM, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	HARDWOOD, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	WETLAND FOREST MIXED, DISTURBED (51-75% EXOTICS)	[illegible]	[illegible]
[illegible]	WETLAND SHRUB, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	WETLAND SHRUB, DISTURBED (51-75% EXOTICS)	[illegible]	[illegible]
[illegible]	FRESHWATER MARSH, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	DISTURBED LAND	[illegible]	[illegible]
[illegible]	DISTURBED LAND, MIXED	[illegible]	[illegible]
[illegible]	SPOIL AREAS	[illegible]	[illegible]
[illegible]	MIXED	[illegible]	[illegible]
[illegible]	POND	[illegible]	[illegible]
	TOTAL	[illegible]	[illegible]

TRACT H

LEGEND

SFWMD WETLANDS (77.56 AC.±)

UPLANDS (55.26 AC.±)

TRACT H BOUNDARY

FLUCFCS CODE	DESCRIPTION	ACREAGE	% OF TOTAL
[illegible]	SHRUB AND BRUSHLAND, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	PALMETTO PRAIRIE, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	PINE FLATWOODS, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	PINE, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	LIVE OAK, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	CABBAGE PALM HAMMOCK, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	CYPRESS, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	CYPRESS-PINE-CABBAGE PALM, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	HARDWOOD PALM, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	WETLAND FOREST MIXED, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	WETLAND SHRUB, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	FRESHWATER MARSH, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	WET PRAIRIE, DISTURBED (25-50% EXOTICS)	[illegible]	[illegible]
[illegible]	DISTURBED LAND	[illegible]	[illegible]
[illegible]	DISTURBED LAND, MIXED	[illegible]	[illegible]
[illegible]	MIXED	[illegible]	[illegible]
	TOTAL	110.80 AC.±	100.0%

NOTES:

PROPERTY BOUNDARY PER BARNES ENGINEERING, INC DRAWING NO. 1CORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 28, 2012.

FLUCFCS LINES ESTIMATED FROM 1"=200' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

SURVEYED LAKE LIMITS PER BARNES ENGINEERING, INC. DRAWING No.1CORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 28, 2012.

DESIGNED	DATE	DRAWN BY: H.H	DATE 6/14/13
		DESIGN REVIEW: S.L	DATE 6/14/13
		REVIEW BY: K.C.P	DATE 6/14/13

13620 Metropolis Avenue
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Fort Myers, Florida 33912
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PASSARELLA & ASSOCIATES

CORKSCREW SHORES.

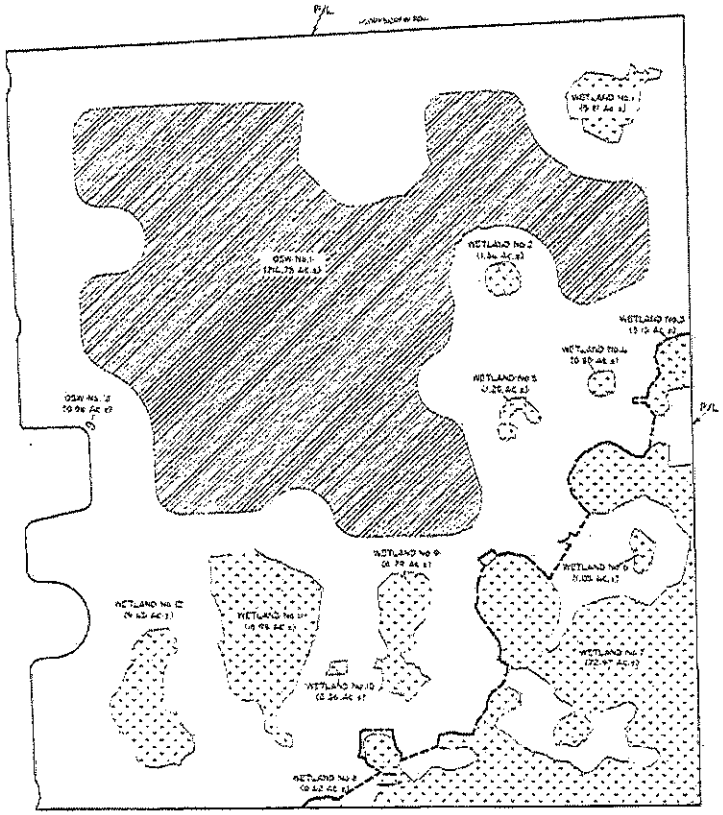
SFWMD FLUCFCS AND WETLANDS MAP

DRAWING NO. 11CPL2065

SHEET NO. 1/3

Exhibit 3.0
Application No. 080827-7
Page 1 of 1

SCALE: 1" = 800'



LEGEND

SFWMD WETLANDS (122.27 Ac.±)

SFWMD "OTHER SURFACE WATERS" (214.81 Ac.±)

TRACT H BOUNDARY

WETLAND NO.	ACREAGE
1	9.81 Ac.±
2	1.34 Ac.±
3	3.10 Ac.±
4	0.90 Ac.±
5	1.20 Ac.±
6	1.05 Ac.±
7	72.97 Ac.±
8	0.42 Ac.±
9	6.79 Ac.±
10	0.36 Ac.±
11	14.56 Ac.±
12	9.45 Ac.±
TOTAL	122.27 Ac.±

OSW NO.	ACREAGE
1	214.05 Ac.±
2	0.76 Ac.±
TOTAL	214.81 Ac.±

NOTES:

PROPERTY BOUNDARY PER RANKS ENGINEERING, INC. DRAWING No. RCORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 28, 2012

SURVEYED LAKE LIMITS PER RANKS ENGINEERING, INC. DRAWING No. RCORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 28, 2012

DRAWN BY	H.H.	DATE	6/14/13
REVIEWED BY	S.J.	DATE	6/14/13
APPROVED BY	K.C.P.	DATE	6/14/13

15620 Metropolis Avenue
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PASSARELLA & ASSOCIATES

CORKSCREW SHORES

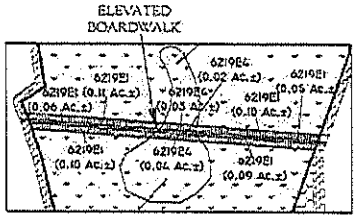
SFWMD WETLAND MAP

PROJECT NO. 13CPL2068

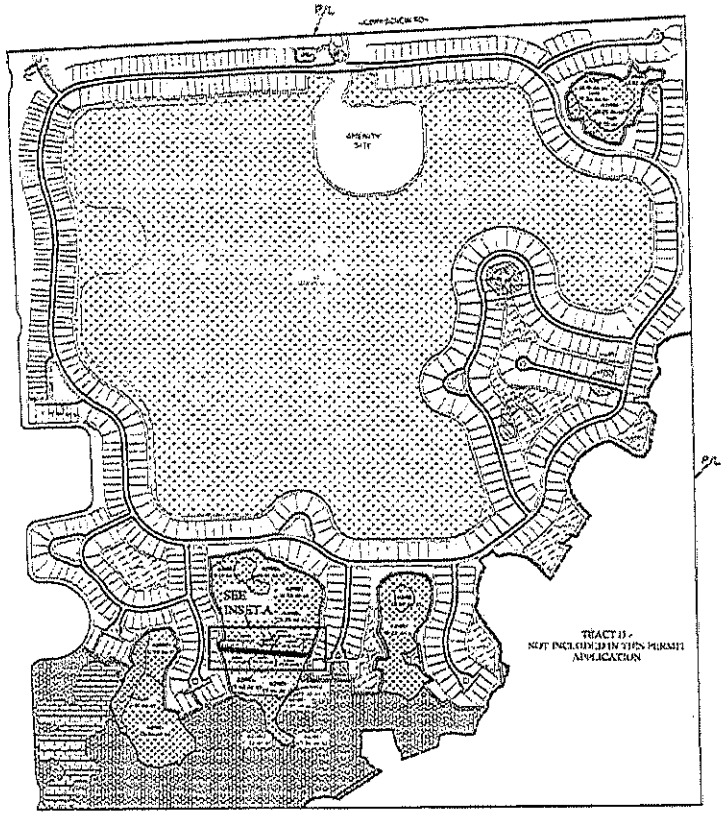
SHEET NO. 02

Exhibit 3.1
Application No. 080827-7
Page 1 of 1

SCALE: 1" = 800'



INSET A - NTS



LEGEND:

- WETLAND CREATION (9.09 AC.±)
- WETLAND ENHANCEMENT (59.52 AC.±)*
- WETLAND RESTORATION (1.81 AC.±)
- WETLANDS PREVIOUSLY PERMITTED AS 100% SECONDARILY IMPACTED PER SFWMD PERMIT NO 36-03254-P (3.70 AC.±)
- DIRECT WETLAND IMPACTS ASSOCIATED WITH ELEVATED BOARDWALK (0.13 AC.±)**
- SECONDARY WETLAND IMPACTS ASSOCIATED WITH ELEVATED BOARDWALK (0.47 AC.±)***
- "OTHER SURFACE WATERS" PRESERVE (239.25 AC.±)
- "OTHER SURFACE WATERS" IMPACT (0.06 AC.±)
- WETLAND BUFFER (7.07 AC.±)
- COCOSUFFIX MITIGATION AREA (67.65 AC.±)
- EXISTING AREA UNDER CONSERVATION EASEMENT - PER SFWMD PERMIT NO 36-03254-P (43.32 AC.±)
- SURVEYED WETLAND LINE
- TRACT 13 BOUNDARY
- ELEVATED BOARDWALK

FLUCFCS CODE	WETLAND ENHANCEMENT	WETLAND RESTORATION	WETLAND CREATION	DIRECT WETLAND IMPACTS	SECONDARY WETLAND IMPACTS	PERMITTED SECONDARY WETLAND IMPACTS	OSW PRESERVE	OSW IMPACTS	TOTAL
[illegible]	-	-	-	-	-	-	239.25 AC.±	-	239.25 AC.±
[illegible]	-	-	-	-	-	-	-	0.06 AC.±	0.06 AC.±
6219 E2	9.02 AC.±	-	-	-	-	-	-	-	9.02 AC.±
6219 E1	30.37 AC.±	-	0.11 AC.±	0.40 AC.±	1.50 AC.±	-	-	-	32.44 AC.±
6219 E4	3.66 AC.±	-	0.02 AC.±	0.07 AC.±	-	-	-	-	3.75 AC.±
6240 E1	-	-	-	-	0.09 AC.±	-	-	-	0.09 AC.±
6250 E1	1.80 AC.±	-	-	-	-	-	-	-	1.80 AC.±
6208 E1	2.02 AC.±	-	-	-	-	-	-	-	2.02 AC.±
6218 E1	0.29 AC.±	-	-	-	-	-	-	-	0.29 AC.±
6349 E2	-	-	-	-	0.36 AC.±	-	-	-	0.36 AC.±
6119 E1	0.11 AC.±	-	-	-	0.09 AC.±	-	-	-	0.20 AC.±
[illegible]	0.34 AC.±	1.81 AC.±	-	-	-	-	-	-	2.15 AC.±
TOTAL	54.62 AC.±	1.81 AC.±	0.13 AC.±	0.47 AC.±	2.04 AC.±	239.25 AC.±	0.06 AC.±		298.38 AC.±

NOTES:

PROPERTY BOUNDARY PER BANKS ENGINEERING, INC DRAWING NO.#CORKSCREW-WOODS-SITE-PLAN-86-13-DATED JUNE 23, 2012.

SITE PLAN PER EVANS ENGINEERING, INC. DRAWING NO.CORKSCREW SHORES PASS 2013-09-16.DWG DATED JUNE 11, 2013.

FLUCFCS LINES ESTIMATED FROM 1"=200' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

*ACREAGE INCLUDES THE DIRECT AND SECONDARY IMPACTS ASSOCIATED WITH THE ELEVATED BOARDWALK

**MAXIMUM WIDTH OF THE ELEVATED BOARDWALK IS 8 FEET.

***SECONDARY IMPACT ACREAGE WAS CALCULATED BY TAKING A 15-FOOT OFFSET ON EACH SIDE OF THE PROPOSED BOARDWALK.

DESIGNED	H.H		6/14/13
DRAWN BY	S.L.		6/14/13
REVIEWED	K.C.P.		6/14/13

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PASSARELLA & ASSOCIATES

CORKSCREW SHORES

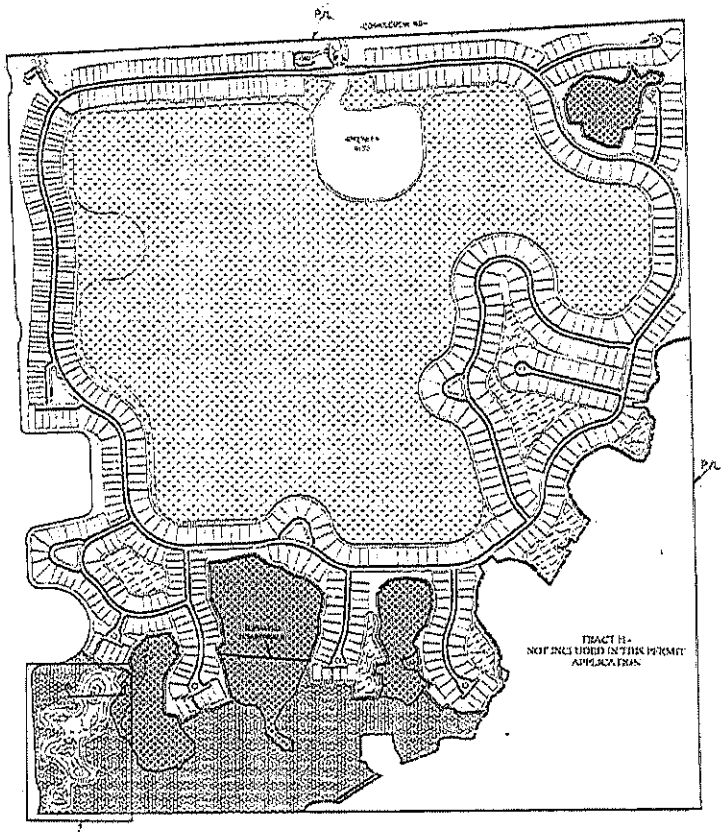
SFWMD WETLAND IMPACT MAP

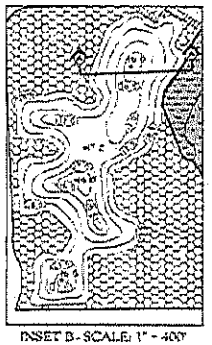
PROJECT NO. HCP13206

SHEET NO. 1-4

Exhibit 3.2
Application No. 080827-7
Page 1 of 1

SCALE: 1" = 800'

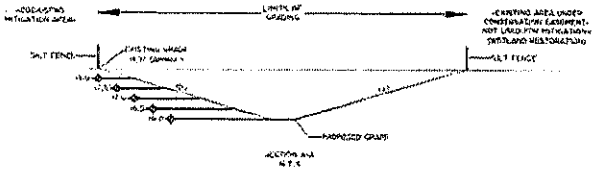




INSET B - SCALE: 1" = 400'

LEGEND:

- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- WETLAND CREATION (19.09 AC.±)
- WETLAND ENHANCEMENT (39.22 AC.±)*
- WETLAND RESTORATION (1.8 AC.±)
- "OTHER SURFACE WATERS" PRESERVE (250.35 AC.±)
- UPLAND BUFFER (7.97 AC.±)
- COE/USFWS MITIGATION AREA (47.65 AC.±)
- EXISTING AREA UNDER CONSERVATION EASEMENT - PER SFWMD PERMIT NO.36-03291-P (61.52 AC.±)
- SURVEYED WETLAND LINE
- TRACT H BOUNDARY
- ELEVATED BOARDWALK**



NOTES

FINAL GRADES ARE APPROXIMATE AND MAY BE ADJUSTED IN THE FIELD TO ACCOMMODATE SUB-SURFACE ROCK CONDITIONS.

AS-BUILT OF THE GRADED AREAS WILL BE CONDUCTED PRIOR TO PLANTING

PROPERTY BOUNDARY PER BANKS ENGINEERING, INC DRAWING No.HCORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 28, 2012

SITE PLAN PER EVANS ENGINEERING, INC. DRAWING NO. Corkscrew Shores Base 2013-06-14.dwg DATED JUNE 14, 2013

CONSERVATION AREAS PER BANKS ENGINEERING INC. DRAWING No. 2798-HINDY-TO-PASSARELLA-07-19-12.dwg DATED JULY 19, 2012

*ACREAGE INCLUDES THE DIRECT AND SECONDARY IMPACTS ASSOCIATED WITH THE ELEVATED BOARDWALK

**MAXIMUM WIDTH OF THE ELEVATED BOARDWALK IS 8 FEET

REVISION	DATE	DRAWN BY	DATE
		H.H	6/14/13
		CHECKED BY	DATE
		S.I	6/14/13
		APPROVED BY	DATE
		K.C.P.	6/14/13

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PASSARELLA & ASSOCIATES

CORKSCREW SHORES

GRADING PLAN

DRAWING No. HCPC2064

SHEET No. 2.0

Exhibit 3.3
Application No. 080827-7
Page 1 of 1

CORKSCREW SHORES
WETLAND MITIGATION/MONITORING/MAINTENANCE PLAN

Revised July 19, 2013

INTRODUCTION

The following outlines the wetland mitigation, monitoring, and maintenance plan for the Corkscrew Shores project (Project) located in Sections 21 and 28, Township 46 South, Range 26 East, Lee County. The development of the Project will result in unavoidable impacts to South Florida Water Management District (SFWMD) jurisdictional wetlands. In order to offset the loss of wetland functions due to the proposed construction activities, a total of 9.09± acres of freshwater marsh habitat will be created from existing disturbed uplands. Details of the wetland creation activities are provided below. The location of the wetland creation area is depicted in the SFWMD Environmental Plans. The 9.09± acre wetland creation area will be placed under conservation easement to SFMWD.

There are 41.32± acres within the Project that are currently under conservation easement. This includes 41.03± acres of wetlands and 0.29± acre of uplands. These areas were previously placed under easement in accordance with SFWMD Permit No. 36-03254-P and are not included as mitigation; however, they will remain in the Project's overall conservation area. Of the 41.32± acres of existing area under conservation easement, 39.51± acres will be enhanced and 1.81± acres will be restored. Details of the enhancement and restoration activities are provided below.

In addition to the 9.09± acre wetland mitigation area and the 41.32± acres of existing area under conservation easement, the Project is providing 54.43± acres of conservation area (including 7.07± acres of upland buffer) to satisfy the mitigation requirements of the U.S. Army Corps of Engineers (COE) and U.S. Fish and Wildlife Service (USFWS). Thus, the overall conservation area for the Project totals 104.84± acres. The additional conservation area will not be used for SFWMD wetland mitigation but will be enhanced and restored per COE and USFWS requirements. Also, the additional conservation area will be placed under conservation easement to Lee County.

WETLAND CREATION

The SFWMD wetland mitigation plan includes the creation of 9.09± acres of freshwater marsh habitat from disturbed land and roads. The freshwater marsh will provide foraging habitat for a variety of wading bird species, including the wood stork (*Mycteria americana*). The wetland creation activities will consist of mechanically clearing and grading the disturbed land and roads. The location of the wetland creation area is depicted in the SFWMD Environmental Plans for the Project. Within the wetland creation area, a layer of organic material (i.e., topsoil) will be spread on the surface prior to planting to help the plant material establish more efficiently. Once the

grading activities are completed, native tree and ground cover plantings will be installed. An as-built survey of the graded areas will be conducted prior to planting.

The wetland creation tree plantings include the tree species listed in Table 1. Wetland tree plantings will be clustered randomly along the edge of the wetland creation area as to not preclude open foraging habitat for listed wading bird species. Ground cover plantings will include the species listed in Table 1. A minimum of two of the ground cover species listed in Table 1 will be planted in each planting zone.

Table 1. Wetland Creation Plantings

Planting Zone	Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
Trees					
-	Bald cypress	*Taxodium distichum*	4-5 ft.	3 gal.	40
-	Red maple	*Acer rubrum*	4-5 ft.	3 gal.	40
Ground Cover					
Wading Bird Foraging Area Zone 1	Cordgrass	*Spartina bakeri*	12 in.	2 in.	3
	Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	3
	Maidencane	*Panicum hemitomon*	12 in.	2 in.	3
	Spike rush	*Eleocharis interstincta*	12 in.	2 in.	3
Wading Bird Foraging Area Zone 2	Maidencane	*Panicum hemitomon*	12 in.	2 in.	3
	Pickerelweed	*Pontederia cordata*	12 in.	2 in.	3
	Sagittaria	*Sagittaria lancifolia*	12 in.	2 in.	3
	Sawgrass	*Cladium jamaicense*	12 in.	2 in.	3
Wading Bird Foraging Area Zone 2	Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	3
Wading Bird Foraging Area Zone 3	Fireflag	*Thalia geniculata*	12 in.	2 in.	3
	Spatterdock	*Nuphar luteum*	24 in.	1 gal.	15
	Waterlily	*Nymphaea odorata*	24 in.	1 gal.	15

WETLAND/UPLAND ENHANCEMENT

In addition to the proposed wetland mitigation plan for the Project, a total of 39.22± acres of wetlands and 0.29± acre of uplands currently under SFWMD conservation easement will be enhanced through the hand treatment of exotic vegetation. These areas will not be used for SFWMD mitigation.

Exotic vegetation to be treated includes, but is not limited to, Brazilian pepper (*Schinus terebinthifolius*), melaleuca (*Melaleuca quinquenervia*), Peruvian primrose willow (*Ludwigia peruviana*), and West Indian marshgrass (*Hymenachne amplexicaulis*).

The hand treatment of exotic and nuisance species 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 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 melaleuca saplings, Brazilian pepper, Australian pine, and downy rose myrtle (*Rhodomyrtus tomentosa*); (4) foliar application of approved herbicide or hand pulling of exotic seedlings; and (5) foliar application of approved herbicide to nuisance and exotic grasses.

In areas where the density of melaleuca and Brazilian pepper exceeds 50 percent, cuttings will either be removed from the site or stacked in piles at approximately 100 foot intervals. If left on the site, smaller cuttings will be stacked butt end to the ground into a nearly vertical position (i.e., teepee method). Larger cuttings will be cut and stacked side by side into an area approximately six feet on a side. Cuttings will be stacked perpendicular to the previous layer, up to a height of approximately four feet (i.e., log cabin method).

If natural recruitment of native vegetation does not occur within the first two years, the wetland enhancement areas currently containing greater than 75 percent exotics will be supplemented with tree and ground cover plantings in accordance with Table 2. Tree and shrub plantings will consist of two of the species listed in Table 2. Ground cover plantings will include three of the six species listed in Table 2.

Table 2. Supplemental Wetland Enhancement Plantings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
Trees				
Bald cypress	*Taxodium distichum*	4-5 ft.	3 gal.	15
Pop ash	*Fraxinus caroliniana*	4-5 ft.	3 gal.	15
Red maple	*Acer rubrum*	4-5 ft.	3 gal.	15
Shrubs				
Wax myrtle	*Myrica cerifera*	3 ft.	1 gal.	10
Buttonbush	*Cephalanthus occidentalis*	3 ft.	1 gal.	10
Myrsine	*Rapanea punctata*	3 ft.	1 gal.	10
Ground Cover				
Maidencane	*Panicum hemitomon*	12 in.	2 in.	3
Spike rush	*Eleocharis interstincta*	12 in.	2 in.	3
Pickerelweed	*Pontederia cordata*	12 in.	2 in.	3

Table 2. (Continued)

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
Ground Cover (Continued)				
Sagittaria	*Sagittaria lancifolia*	12 in.	2 in.	3
Fireflag	*Thalia geniculata*	12 in.	2 in.	3
Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	3

WETLAND RESTORATION

In addition to the proposed wetland mitigation plan for the Project, a total of 1.81± acres of wetlands currently under SFWMD conservation easement will be restored through the planting of native vegetation. This area will not be used for SFWMD wetland mitigation.

The restoration planting details are included in Table 3. Tree plantings will include primarily slash pine (*Pinus elliottii*); although, some bald cypress (*Taxodium distichum*) trees will be utilized in the lower areas. Shrub plantings will consist of two of the species listed in Table 3. Ground cover plantings will include three of the species listed in Table 3.

Table 3. Wetland Restoration Plantings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
Trees				
Slash pine	*Pinus elliottii*	4-5 ft.	3 gal.	15
Bald cypress	*Taxodium distichum*	4-5 ft.	3 gal.	15
Shrubs				
Wax myrtle	*Myrica cerifera*	3 ft.	1 gal.	10
Myrsine	*Rapanea punctata*	3 ft.	1 gal.	10
Saltbush	*Baccharis halimifolia*	3 ft.	1 gal.	10
Ground Cover				
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	3
Little blue maidencane	*Amphicarpum muhlenbergianum*	12 in.	2 in.	3
Wiregrass	*Aristida stricta*	12 in.	2 in.	3
Muhlygrass	*Muhlenbergia capillaris*	12 in.	2 in.	5
Cordgrass	*Spartina bakeri*	12 in.	2 in.	5
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	3

MITIGATION SUCCESS CRITERIA

The following are the success criteria for the mitigation areas: (1) the conservation easement will be recorded for the mitigation areas; (2) initial eradication of exotic vegetation will be completed; (3) wetland mitigation areas will contain at least 80 percent cover by desirable obligate and facultative wetland plant species; (4) the wetland and upland mitigation areas shall be free from exotic vegetation immediately following a maintenance activity; and (5) the wetland and upland mitigation areas will consist of no more than 5 percent cover by exotic species in between maintenance events. Exotic vegetation species are identified as those species listed by the Florida Exotic Pest Plant Council (EPPC).

MONITORING

Monitoring Methodology

The proposed monitoring of the wetland mitigation area will consist of baseline, time-zero, and annual monitoring of vegetation, wildlife, rainfall, and wetland water levels. Monitoring for the existing wetland areas under conservation easement (41.03± acres) will consist of a time-zero and five annual monitoring events. The baseline monitoring report will document conditions in the Project site as they currently exist. The time-zero report will document the conditions immediately following completion of mitigation activities. The annual reports will document the extent of success of the mitigation program and, if needed, identify specific actions to be taken to improve the conditions within the Project 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 wetland creation activities. The existing wetland areas under conservation easement will be monitored following enhancement activities. Sampling in wetland areas will involve canopy, sub-canopy, and ground cover stratum along monitoring transects established within the enhancement areas.

Canopy and sub-canopy vegetation species will be monitored within 20x50 foot plots established along the monitoring transects. Species richness and visual estimate of percent cover will be calculated for canopy and sub-canopy strata. The approximate locations of the tree monitoring plots are shown on the Environmental Plans.

To facilitate an intensive, accurate, and repeatable sampling program, the point frame method (Bonham 1989) will be utilized for the ground cover stratum. Point frames will be sampled at approximately 25 foot intervals along each 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 event by qualified ecologists. Observations will consist of recording evidence and signs of wildlife (i.e., direct sightings, vocalizations, burrows, nests, tracks, droppings, etc.).

Fish and Aquatic Macroinvertebrate Monitoring

Qualitative sampling of fish and aquatic macroinvertebrates will be conducted using a standard D-frame aquatic dip net with mesh size of one millimeter. Sampling will be conducted along vegetation monitoring transects with a minimum of two centimeters of standing water. The collector will work the net vigorously within the vegetation, open water, and surficial bottom sediments. Net contents will be placed in a white pan and sorted with forceps. Hard substrate, if any, will also be examined for the presence of aquatic macroinvertebrates. Sampling will continue until no new species are encountered for ten minutes. Sample size and collection times will not exceed 200 organisms or one hour, respectively. Samples will be preserved in alcohol, returned to the laboratory, and identified to the lowest taxonomic level possible. When possible, fish will be identified in the field and released.

Photographic Documentation

Permanent fixed-point photograph stations will be established in monitored areas 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. Locations of photograph stations will remain the same throughout the duration of the monitoring program.

Rainfall and Staff Gauge Recordings

Hydrological monitoring for the wetland creation and enhancement areas includes the installation of three electronic monitoring wells. The monitoring wells continuously monitor ground water levels every 24 hours. The water levels are then downloaded every three months onto a data recorder. Water level data will be summarized in the annual monitoring reports along with available rainfall data for the area.

MONITORING REPORTS

The permittee will submit annual monitoring reports to the SFWMD documenting the success of the mitigation program and general condition of the preservation areas. The time-zero monitoring report will be submitted within 60 days of completion of mitigation activities. Annual monitoring reports 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 created and enhanced wetlands.
- A list of observed wildlife species.
- Monitoring photographs taken at photograph stations within the created and enhanced wetlands.
- Monitoring wells and available local rainfall data.

CONSERVATION EASEMENT

The wetland mitigation area will be placed in a conservation easement to the SFWMD. The conservation easement will ensure that the mitigation areas will remain in a natural state in perpetuity. These preserved mitigation areas will not be disturbed by dredging, filling, land clearing, agricultural activities, or other construction work whatsoever, except by those activities described in this mitigation plan.

MAINTENANCE AND LONG-TERM MANAGEMENT

Following the completion of the initial exotic removal and mechanical clearing and grading effort, quarterly maintenance events will occur in the mechanically graded area while semi-annual maintenance events will occur in the wetland enhancement areas for the first two years. During these inspections, the mitigation area 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 (i.e., less than five percent cover), inspections of the mitigation areas will be conducted annually.

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

REFERENCES

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

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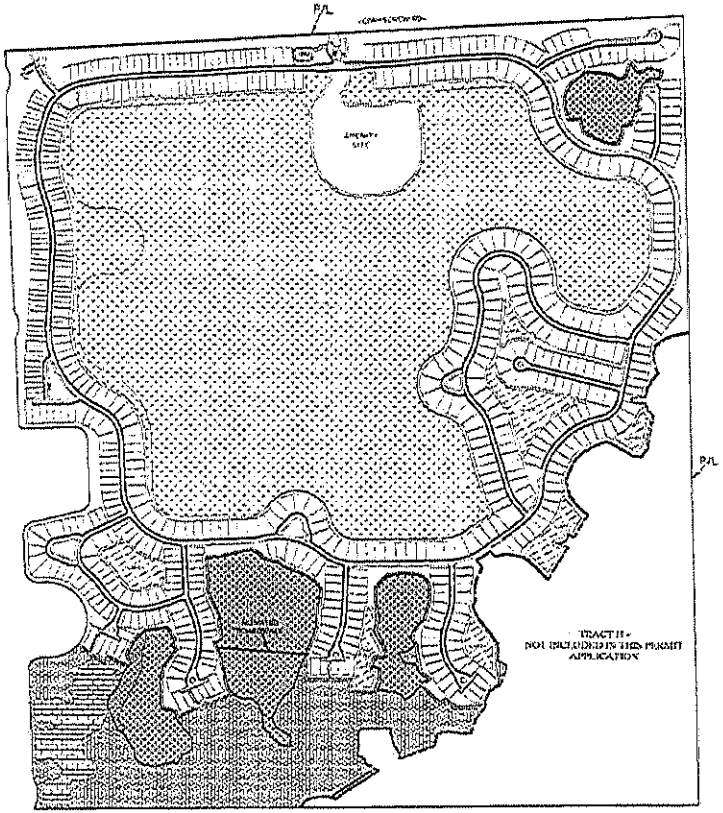


LEGEND

- WETLAND CREATION (9.89 AC.±)
- WETLAND ENHANCEMENT (59.22 AC.±)*
- WETLAND RESTORATION (1.81 AC.±)
- "OTHER SURFACE WATERS" PRESERVE (239.65 AC.±)
- UPLAND BUFFER (7.07 AC.±)
- COBUSPWS MITIGATION AREA (47.06 AC.±)
- EXISTING AREA UNDER CONSERVATION EASEMENT - PER SFWMD PERMIT NO.36-03251-P (41.31 AC.±)
- SURVEYED WETLAND LINE
- TRACT H BOUNDARY
- ELEVATED BOARDWALK**

NOTES

PROPERTY BOUNDARY PER BANKS ENGINEERING, INC. DRAWING NO.:HCORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 28, 2012.

SITE PLAN PER EVANS ENGINEERING, INC. DRAWING NO CORKSCREW SHORES RAIL 2013-06-16, DWG DATED JUNE 16, 2013.

*ACREAGE INCLUDES THE DIRECT AND SECONDARY IMPACTS ASSOCIATED WITH THE ELEVATED BOARDWALK.

**MAXIMUM WIDTH OF THE ELEVATED BOARDWALK IS 5 FEET

		H.H.	6/14/13	13620 Metropolis Avenue Suite 200 Fort Myers, Florida 33912 Phone: (239) 274-0067 Fax: (239) 274-0069	PASSARELLA & ASSOCIATES	CORKSCREW SHORES MITIGATION PLAN
		S.L.	6/14/13			
		K.C.P.	6/14/13			

Exhibit 3.5
Application No. 080827-7
Page 1 of 1

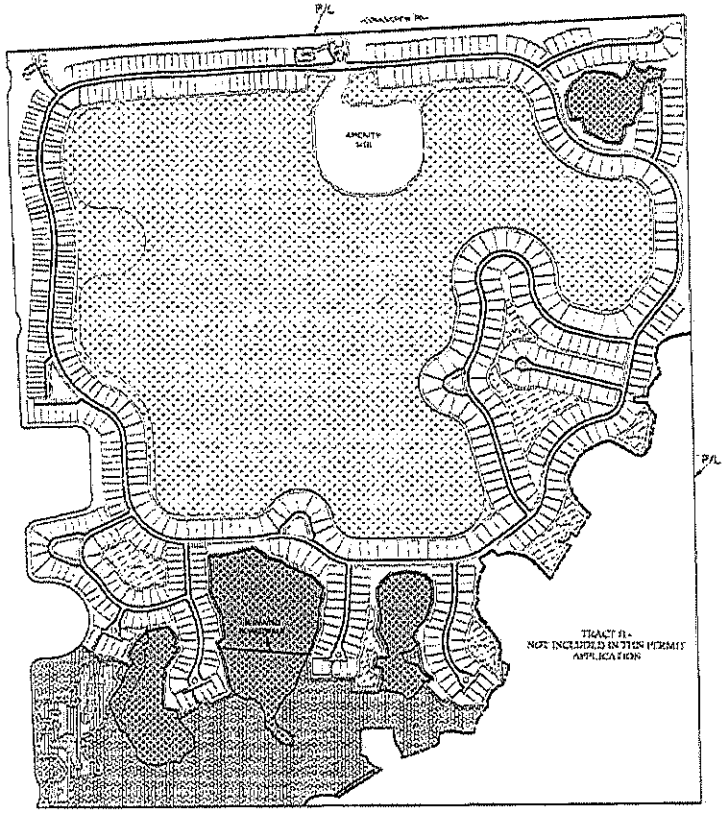
SCALE: 1" = 800'

Table 1. Wetland Creation Plantings

Planting Zone	Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
		Trees			
-	Dahoon Holly	[illegible]	4-5 ft.	7 gal.	10
-	Red maple	[illegible]	4-5 ft.	7 gal.	10
		Ground Cover			
Wading Bird Foraging Area Zone 1	Coreopsis	[illegible]	12 in.	2 in.	3
	Gaillardia	[illegible]	12 in.	2 in.	3
	Muhlenbergia capillaris	[illegible]	12 in.	2 in.	3
	Maidencane	[illegible]	12 in.	2 in.	3
	Bulrush	[illegible]	12 in.	2 in.	3
Wading Bird Foraging Area Zone 2	Muhlenbergia	[illegible]	12 in.	2 in.	3
	Pickerelweed	[illegible]	12 in.	2 in.	3
	Sagittaria	[illegible]	12 in.	2 in.	3
	Sawgrass	[illegible]	12 in.	2 in.	3
Wading Bird Foraging Area Zone 3	Soft rush Juncus	[illegible]	12 in.	2 in.	3
Wading Bird Foraging Area Zone 4	Fire flag	[illegible]	12 in.	2 in.	3
	Spatterdock	[illegible]	24 in.	1 gal.	15
	Waterlily	[illegible]	24 in.	1 gal.	15

Table 2. Wetland Restoration Plantings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
	Trees			
Slash pine	[illegible]	4-5 ft.	1 gal.	10
Dahoon holly	[illegible]	4-5 ft.	1 gal.	10
	Shrubs			
Wax myrtle	[illegible]	1 ft.	1 gal.	10
Myrsine	[illegible]	1 ft.	1 gal.	10
Buttonbush	[illegible]	1 ft.	1 gal.	10
	Ground Cover			
Gaillardia pulchella	[illegible]	12 in.	2 in.	3
Little blue maidencane	[illegible]	12 in.	2 in.	3
Muhly grass	[illegible]	12 in.	2 in.	3
Muhlenbergia capillaris	[illegible]	12 in.	2 in.	3
Coreopsis	[illegible]	12 in.	2 in.	3
Gaillardia pulchella	[illegible]	12 in.	2 in.	3



LEGEND

- WETLAND ENHANCEMENT (59.22 AC.±)*
- WETLAND RESTORATION (0.81 AC.±)
- "OTHER SURFACE WATERS" PRESERVE (239.19 AC.±)
- UPLAND BUFFER (7.07 AC.±)
- CCC/USFWS MITIGATION AREA (47.65 AC.±)
- PLANTING AREA UNDER CONSERVATION EASEMENT - PER SFWMD PERMIT NO-36-03254-P (13.32 AC.±)
- WADING BIRD FORAGING AREA ZONE 1 PLANTINGS ELEV. 18.9 TO 18.9
- WADING BIRD FORAGING AREA ZONE 2 PLANTINGS ELEV. 17.0 TO 18.0
- WADING BIRD FORAGING AREA ZONE 3 PLANTINGS ELEV. 17.0
- SURVEYED WETLAND LINE
- TRACT H BOUNDARY
- ELEVATED BOARDWALK**

NOTES:

AN AS-BUILT OF THE GRADED AREAS WILL BE CONDUCTED PRIOR TO PLANTING

PROPERTY BOUNDARY PER BANKS ENGINEERING INC DRAWING No.NCORKSCREW-WOODS-SITE-PLAN-06-12-12 DATED JUNE 28, 2012.

SITE PLAN PER EVANS ENGINEERING, INC. DRAWING NO. CORKSCREW SHORES BASE 2013-06-11.dwg DATED JUNE 11, 2013.

CONSERVATION AREAS PER BANKS ENGINEERING INC. DRAWING No. 2791-BNDY-TO-PASSARELLA-07-19-12.dwg DATED JULY 19, 2012.

*ACREAGE INCLUDES THE DIRECT AND SECONDARY IMPACTS ASSOCIATED WITH THE ELEVATED BOARDWALK.

**MAXIMUM WIDTH OF THE ELEVATED BOARDWALK IS 8 FEET.

REVISIONS	DATE	DRAWN BY	DATE
		H.H.	07/14/13
		DESIGNED BY	DATE
		S.L.	07/14/13
		REVIEWED BY	DATE
		K.C.P.	07/24/13

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

PASSARELLA & ASSOCIATES

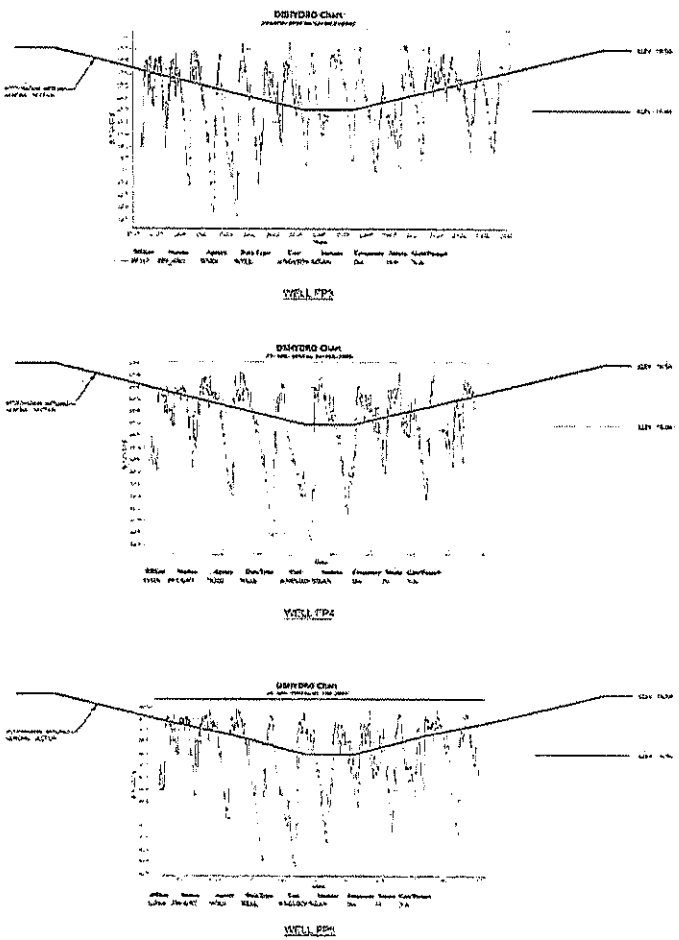
CORKSCREW SHORES

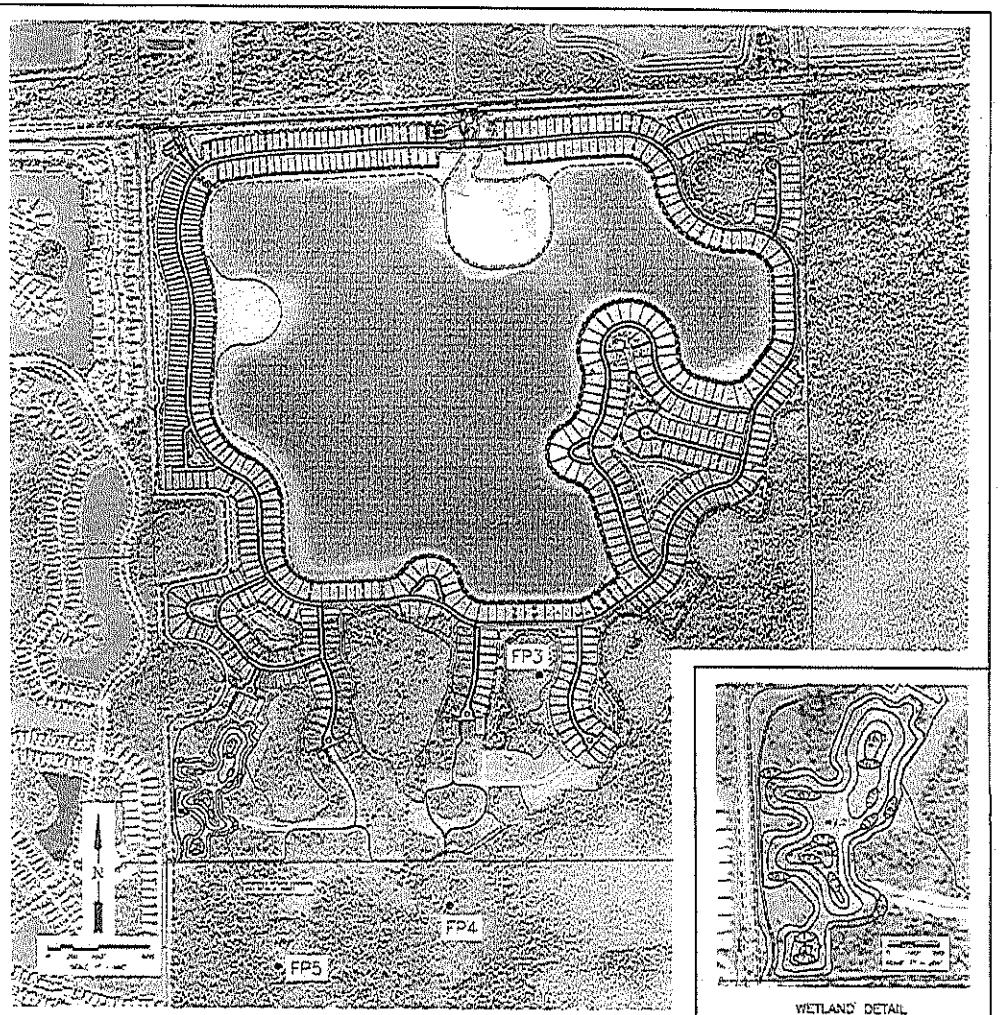
PLANTING PLAN

PROJECT NO. 11-PL2069

SHEET NO. 1 of 1

Exhibit 3.6
Application No. 080827-7
Page 1 of 1





WETLAND DETAIL

J.R. EVANS ENGINEERING, P.A.

CORKSCREW SHORES

MONITORING WELL LOCATIONS AND DATA
FOR WETLAND HYDROLOGIC SUPPORT

SHEET 1 of 1

Exhibit 3.7
Application No. 080827-7
Page 1 of 1

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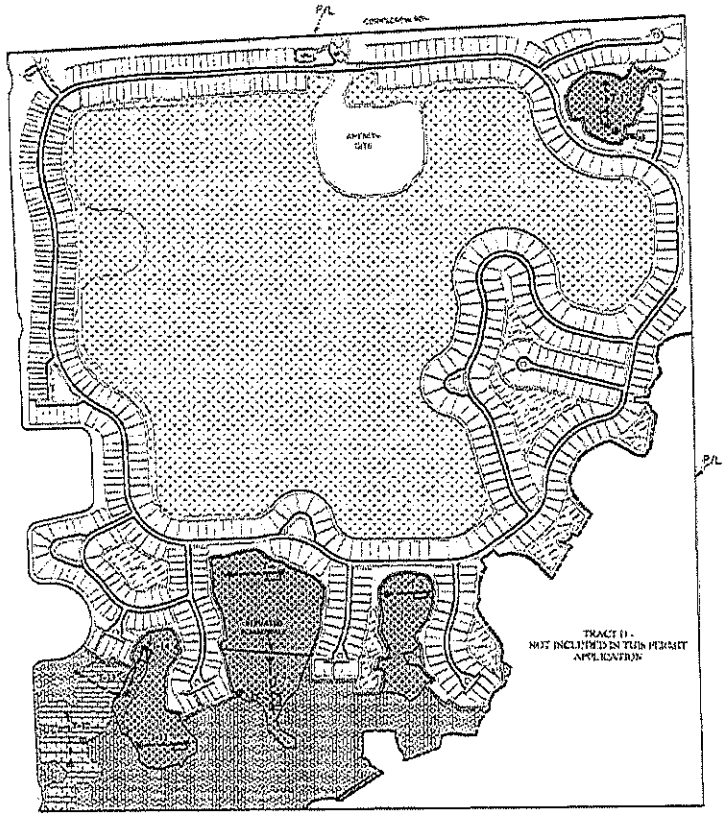

LEGEND:

- WETLAND CREATION (9.64 AC.±)
- WETLAND ENHANCEMENT (59.22 AC.±)*
- WETLAND RESTORATION (0.61 AC.±)
- "OTHER SURFACE WATERS" PRESERVE (239.26 AC.±)
- UPLAND BUFFER (7.87 AC.±)
- COE/USFWS MITIGATION AREA (67.65 AC.±)
- EXISTING AREA UNDER CONSERVATION EASEMENT - PER SFWMD PERMIT NO. 36-03256-P (41.32 AC.±)
- MONITORING TRANSECT
- TREE/SHRUB PLOT
- T-1 TRANSECT NUMBER
- PHOTO-STATION
- MW-1 MONITORING WELL NO. (TYP)
- MONITORING WELL
- SURVEYED WETLAND LINE
- TRACT H BOUNDARY
- ELEVATED BOARDWALK**

NOTES

PROPERTY BOUNDARY PER BANKS ENGINEERING, INC DRAWING NO.RCORKSCREW-W0005-0175-PLAN-04-15-12 DATED JUNE 29, 2012

SITE PLAN PER EVANS ENGINEERING, INC. DRAWING NO. CORKSCREW SHORES BASE 2012-06-14.DWG DATED JUNE 14, 2012

*ACREAGE INCLUDES THE DIRECT AND SECONDARY IMPACTS ASSOCIATED WITH THE ELEVATED BOARDWALK.

**MAXIMUM WIDTH OF THE ELEVATED BOARDWALK IS 8 FEET

DRAWN BY	H.H.	DATE	6/14/13
CHECKED BY	S.J.	DATE	6/14/13
APPROVED BY	K.C.P.	DATE	6/14/13

10020 Metropolis Avenue
Suite 200
Fort Myers, Florida 33912
Phone (239) 274-0067
Fax (239) 274-0069

PASSARELLA & ASSOCIATES

CORKSCREW SHORES
MONITORING PLAN

DRAWING NO. 11-CPI-2064

SHEET NO. 1 OF 1

Exhibit 3.8
Application No. 080827-7
Page 1 of 1

South Florida Water Management District

Work Schedule Requirements

Application No : 080827-7

Mitigation Plan ID: 9.09 AC WETLAND AREA

Activity	Due Date
SUBMIT ORIGINAL FINANCIAL ASSURANCE DOCUMENTATION	01-DEC-13
SUBMIT BASELINE MONITORING REPORT	01-DEC-13
SUBMIT SEALED BOUNDARY SURVEY OF CONSERVATION AREA	01-DEC-13
SUBMIT GIS DISK	01-DEC-13
SUBMIT GPS DISK OF BOUNDARIES OF CONSERVATION EASEMENT	01-DEC-13
SUBMIT PAPER MAP OF CONSERVATION EASEMENT OVER AERIAL IMAGERY	01-DEC-13
SUBMIT RECORDED CONSERVATION EASEMENT	01-DEC-13
EXOTIC VEGETATION REMOVAL	01-FEB-14
SUBMIT TIME ZERO MONITORING REPORT	01-AUG-14
SUBMIT FIRST MONITORING REPORT	01-AUG-15
SUBMIT SECOND MONITORING REPORT	01-AUG-16
SUBMIT THIRD MONITORING REPORT	01-AUG-17
SUBMIT FOURTH MONITORING REPORT	01-AUG-18
SUBMIT FIFTH MONITORING REPORT	01-AUG-19

Mitigation Plan ID: EXISTING PRESERVES

Activity	Due Date
EXOTIC VEGETATION REMOVAL	01-FEB-14
SUBMIT TIME ZERO MONITORING REPORT	01-AUG-14
SUBMIT FIRST MONITORING REPORT	01-AUG-15
SUBMIT SECOND MONITORING REPORT	01-AUG-16
SUBMIT THIRD MONITORING REPORT	01-AUG-17
SUBMIT FOURTH MONITORING REPORT	01-AUG-18
SUBMIT FIFTH MONITORING REPORT	01-AUG-19

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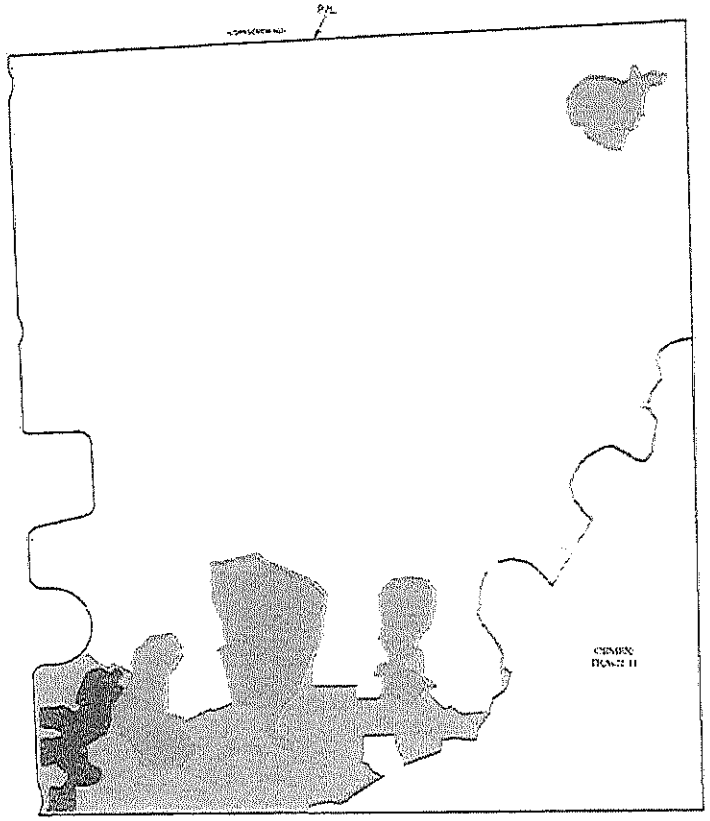

LEGEND:

- EXISTING AREA UNDER CONSERVATION EASEMENT (41.52 AC.±)
- AREA TO PLACED UNDER CONSERVATION EASEMENT TO LEE COUNTY (34.63 AC.±)
- AREA TO PLACED UNDER CONSERVATION EASEMENT TO SFWMD (9.09 AC.±)

NOTES:

PROPERTY BOUNDARY PER BANKS ENGINEERING, INC. DRAWING No.11CORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 28 2012.

REVISIONS	DATE	DRAWN BY	DATE
		F.L.	5/21/13
		DESIGNED BY S.L.	DATE 5/21/13
		REVIEWED BY K.C.P.	DATE 5/21/13

17620 Metropolis Avenue
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Phone (239) 274-0067
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PASSARELLA & ASSOCIATES

CORKSCREW SHORES

CONSERVATION EASEMENTS MAP

DRAWING No. 11CPL2068

SHEET No.

Exhibit 3.10
Application No. 080827-7
Page 1 of 1

Corkscrew Shores
Application No. 080827-7
Permit No. 36-03254-P
The following Exhibits are incorporated by reference:

Exhibit 3.11 – Standard Conservation Easement

Exhibit 3.12 – Amendment to Conservation Easement

Exhibit 3.13 – Cost Estimate, Standby Trust, and Performance Bond

STAFF REPORT DISTRIBUTION LIST

CORKSCREW SHORES (F K A CORKSCREW WOODS)

Application No: 080827-7

Permit No: 36-03254-P

INTERNAL DISTRIBUTION

X Justin M.Hojnacki
X Kenneth Kellum, P.E.
X Laura Layman
X Daniel F. Waters, P.E.
X A. Bain
X A. Waterhouse
X ERC Engineering
X ERC Environmental
X Fort Myers Backup File
X Fort Myers Service Center Director
X R. Valera

EXTERNAL DISTRIBUTION

X Permittee - Corkscrew Lakes L L C
X Agent - J R Evans Engineering P A
X Env Consultant - Passarella And Associates Inc
X Other Interested Party - Lee County

GOVERNMENT AGENCIES

X Div of Recreation and Park - District 4 - FDEP
X Lee County - Rebecca Sweigert

OTHER INTERESTED PARTIES

X Audubon of Florida - Charles Lee

EXHIBIT "F"

MAINTENANCE AND MONITORING PLAN FOR CONSERVATION AREAS

CORKSCREW SHORES
WETLAND MITIGATION/MONITORING/MAINTENANCE PLAN

Revised July 19, 2013

INTRODUCTION

The following outlines the wetland mitigation, monitoring, and maintenance plan for the Corkscrew Shores project (Project) located in Sections 21 and 28, Township 46 South, Range 26 East, Lee County. The development of the Project will result in unavoidable impacts to South Florida Water Management District (SFWMD) jurisdictional wetlands. In order to offset the loss of wetland functions due to the proposed construction activities, a total of 9.09± acres of freshwater marsh habitat will be created from existing disturbed uplands. Details of the wetland creation activities are provided below. The location of the wetland creation area is depicted in the SFWMD Environmental Plans. The 9.09± acre wetland creation area will be placed under conservation easement to SFMWD.

There are 41.32± acres within the Project that are currently under conservation easement. This includes 41.03± acres of wetlands and 0.29± acre of uplands. These areas were previously placed under easement in accordance with SFWMD Permit No. 36-03254-P and are not included as mitigation; however, they will remain in the Project's overall conservation area. Of the 41.32± acres of existing area under conservation easement, 39.51± acres will be enhanced and 1.81± acres will be restored. Details of the enhancement and restoration activities are provided below.

In addition to the 9.09± acre wetland mitigation area and the 41.32± acres of existing area under conservation easement, the Project is providing 54.43± acres of conservation area (including 7.07± acres of upland buffer) to satisfy the mitigation requirements of the U.S. Army Corps of Engineers (COE) and U.S. Fish and Wildlife Service (USFWS). Thus, the overall conservation area for the Project totals 104.84± acres. The additional conservation area will not be used for SFWMD wetland mitigation but will be enhanced and restored per COE and USFWS requirements. Also, the additional conservation area will be placed under conservation easement to Lee County.

WETLAND CREATION

The SFWMD wetland mitigation plan includes the creation of 9.09± acres of freshwater marsh habitat from disturbed land and roads. The freshwater marsh will provide foraging habitat for a variety of wading bird species, including the wood stork (*Mycteria americana*). The wetland creation activities will consist of mechanically clearing and grading the disturbed land and roads. The location of the wetland creation area is depicted in the SFWMD Environmental Plans for the Project. Within the wetland creation area, a layer of organic material (i.e., topsoil) will be spread on the surface prior to planting to help the plant material establish more efficiently. Once the

grading activities are completed, native tree and ground cover plantings will be installed. An as-built survey of the graded areas will be conducted prior to planting.

The wetland creation tree plantings include the tree species listed in Table 1. Wetland tree plantings will be clustered randomly along the edge of the wetland creation area as to not preclude open foraging habitat for listed wading bird species. Ground cover plantings will include the species listed in Table 1. A minimum of two of the ground cover species listed in Table 1 will be planted in each planting zone.

Table 1. Wetland Creation Plantings

Planting Zone	Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
Trees					
-	Bald cypress	*Taxodium distichum*	4-5 ft.	3 gal.	40
-	Red maple	*Acer rubrum*	4-5 ft.	3 gal.	40
Ground Cover					
Wading Bird Foraging Area Zone 1	Cordgrass	*Spartina bakeri*	12 in.	2 in.	3
	Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	3
	Maidencane	*Panicum hemitomon*	12 in.	2 in.	3
	Spike rush	*Eleocharis interstincta*	12 in.	2 in.	3
Wading Bird Foraging Area Zone 2	Maidencane	*Panicum hemitomon*	12 in.	2 in.	3
	Pickerelweed	*Pontederia cordata*	12 in.	2 in.	3
	Sagittaria	*Sagittaria lancifolia*	12 in.	2 in.	3
	Sawgrass	*Cladium jamaicense*	12 in.	2 in.	3
Wading Bird Foraging Area Zone 2	Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	3
Wading Bird Foraging Area Zone 3	Fireflag	*Thalia geniculata*	12 in.	2 in.	3
	Spatterdock	*Nuphar luteum*	24 in.	1 gal.	15
	Waterlily	*Nymphaea odorata*	24 in.	1 gal.	15

WETLAND/UPLAND ENHANCEMENT

In addition to the proposed wetland mitigation plan for the Project, a total of 39.22± acres of wetlands and 0.29± acre of uplands currently under SFWMD conservation easement will be enhanced through the hand treatment of exotic vegetation. These areas will not be used for SFWMD mitigation.

Exotic vegetation to be treated includes, but is not limited to, Brazilian pepper (*Schinus terebinthifolius*), melaleuca (*Melaleuca quinquenervia*), Peruvian primrose willow (*Ludwigia peruviana*), and West Indian marshgrass (*Hymenachne amplexicaulis*).

The hand treatment of exotic and nuisance species 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 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 melaleuca saplings, Brazilian pepper, Australian pine, and downy rose myrtle (*Rhodomyrtus tomentosa*); (4) foliar application of approved herbicide or hand pulling of exotic seedlings; and (5) foliar application of approved herbicide to nuisance and exotic grasses.

In areas where the density of melaleuca and Brazilian pepper exceeds 50 percent, cuttings will either be removed from the site or stacked in piles at approximately 100 foot intervals. If left on the site, smaller cuttings will be stacked butt end to the ground into a nearly vertical position (i.e., teepee method). Larger cuttings will be cut and stacked side by side into an area approximately six feet on a side. Cuttings will be stacked perpendicular to the previous layer, up to a height of approximately four feet (i.e., log cabin method).

If natural recruitment of native vegetation does not occur within the first two years, the wetland enhancement areas currently containing greater than 75 percent exotics will be supplemented with tree and ground cover plantings in accordance with Table 2. Tree and shrub plantings will consist of two of the species listed in Table 2. Ground cover plantings will include three of the six species listed in Table 2.

Table 2. Supplemental Wetland Enhancement Plantings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
Trees				
Bald cypress	*Taxodium distichum*	4-5 ft.	3 gal.	15
Pop ash	*Fraxinus caroliniana*	4-5 ft.	3 gal.	15
Red maple	*Acer rubrum*	4-5 ft.	3 gal.	15
Shrubs				
Wax myrtle	*Myrica cerifera*	3 ft.	1 gal.	10
Buttonbush	*Cephalanthus occidentalis*	3 ft.	1 gal.	10
Myrsine	*Rapanea punctata*	3 ft.	1 gal.	10
Ground Cover				
Maidencane	*Panicum hemitomon*	12 in.	2 in.	3
Spike rush	*Eleocharis interstincta*	12 in.	2 in.	3
Pickerelweed	*Pontederia cordata*	12 in.	2 in.	3

Table 2. (Continued)

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
Ground Cover (Continued)				
Sagittaria	*Sagittaria lancifolia*	12 in.	2 in.	3
Fireflag	*Thalia geniculata*	12 in.	2 in.	3
Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	3

WETLAND RESTORATION

In addition to the proposed wetland mitigation plan for the Project, a total of 1.81± acres of wetlands currently under SFWMD conservation easement will be restored through the planting of native vegetation. This area will not be used for SFWMD wetland mitigation.

The restoration planting details are included in Table 3. Tree plantings will include primarily slash pine (*Pinus elliottii*); although, some bald cypress (*Taxodium distichum*) trees will be utilized in the lower areas. Shrub plantings will consist of two of the species listed in Table 3. Ground cover plantings will include three of the species listed in Table 3.

Table 3. Wetland Restoration Plantings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
Trees				
Slash pine	*Pinus elliottii*	4-5 ft.	3 gal.	15
Bald cypress	*Taxodium distichum*	4-5 ft.	3 gal.	15
Shrubs				
Wax myrtle	*Myrica cerifera*	3 ft.	1 gal.	10
Myrsine	*Rapanea punctata*	3 ft.	1 gal.	10
Saltbush	*Baccharis halimifolia*	3 ft.	1 gal.	10
Ground Cover				
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	3
Little blue maidencane	*Amphicarpum muhlenbergianum*	12 in.	2 in.	3
Wiregrass	*Aristida stricta*	12 in.	2 in.	3
Muhlygrass	*Muhlenbergia capillaris*	12 in.	2 in.	5
Cordgrass	*Spartina bakeri*	12 in.	2 in.	5
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	3

MITIGATION SUCCESS CRITERIA

The following are the success criteria for the mitigation areas: (1) the conservation easement will be recorded for the mitigation areas; (2) initial eradication of exotic vegetation will be completed; (3) wetland mitigation areas will contain at least 80 percent cover by desirable obligate and facultative wetland plant species; (4) the wetland and upland mitigation areas shall be free from exotic vegetation immediately following a maintenance activity; and (5) the wetland and upland mitigation areas will consist of no more than 5 percent cover by exotic species in between maintenance events. Exotic vegetation species are identified as those species listed by the Florida Exotic Pest Plant Council (EPPC).

MONITORING

Monitoring Methodology

The proposed monitoring of the wetland mitigation area will consist of baseline, time-zero, and annual monitoring of vegetation, wildlife, rainfall, and wetland water levels. Monitoring for the existing wetland areas under conservation easement (41.03± acres) will consist of a time-zero and five annual monitoring events. The baseline monitoring report will document conditions in the Project site as they currently exist. The time-zero report will document the conditions immediately following completion of mitigation activities. The annual reports will document the extent of success of the mitigation program and, if needed, identify specific actions to be taken to improve the conditions within the Project 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 wetland creation activities. The existing wetland areas under conservation easement will be monitored following enhancement activities. Sampling in wetland areas will involve canopy, sub-canopy, and ground cover stratum along monitoring transects established within the enhancement areas.

Canopy and sub-canopy vegetation species will be monitored within 20x50 foot plots established along the monitoring transects. Species richness and visual estimate of percent cover will be calculated for canopy and sub-canopy strata. The approximate locations of the tree monitoring plots are shown on the Environmental Plans.

To facilitate an intensive, accurate, and repeatable sampling program, the point frame method (Bonham 1989) will be utilized for the ground cover stratum. Point frames will be sampled at approximately 25 foot intervals along each 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 event by qualified ecologists. Observations will consist of recording evidence and signs of wildlife (i.e., direct sightings, vocalizations, burrows, nests, tracks, droppings, etc.).

Fish and Aquatic Macroinvertebrate Monitoring

Qualitative sampling of fish and aquatic macroinvertebrates will be conducted using a standard D-frame aquatic dip net with mesh size of one millimeter. Sampling will be conducted along vegetation monitoring transects with a minimum of two centimeters of standing water. The collector will work the net vigorously within the vegetation, open water, and surficial bottom sediments. Net contents will be placed in a white pan and sorted with forceps. Hard substrate, if any, will also be examined for the presence of aquatic macroinvertebrates. Sampling will continue until no new species are encountered for ten minutes. Sample size and collection times will not exceed 200 organisms or one hour, respectively. Samples will be preserved in alcohol, returned to the laboratory, and identified to the lowest taxonomic level possible. When possible, fish will be identified in the field and released.

Photographic Documentation

Permanent fixed-point photograph stations will be established in monitored areas 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. Locations of photograph stations will remain the same throughout the duration of the monitoring program.

Rainfall and Staff Gauge Recordings

Hydrological monitoring for the wetland creation and enhancement areas includes the installation of three electronic monitoring wells. The monitoring wells continuously monitor ground water levels every 24 hours. The water levels are then downloaded every three months onto a data recorder. Water level data will be summarized in the annual monitoring reports along with available rainfall data for the area.

MONITORING REPORTS

The permittee will submit annual monitoring reports to the SFWMD documenting the success of the mitigation program and general condition of the preservation areas. The time-zero monitoring report will be submitted within 60 days of completion of mitigation activities. Annual monitoring reports 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 created and enhanced wetlands.
- A list of observed wildlife species.
- Monitoring photographs taken at photograph stations within the created and enhanced wetlands.
- Monitoring wells and available local rainfall data.

CONSERVATION EASEMENT

The wetland mitigation area will be placed in a conservation easement to the SFWMD. The conservation easement will ensure that the mitigation areas will remain in a natural state in perpetuity. These preserved mitigation areas will not be disturbed by dredging, filling, land clearing, agricultural activities, or other construction work whatsoever, except by those activities described in this mitigation plan.

MAINTENANCE AND LONG-TERM MANAGEMENT

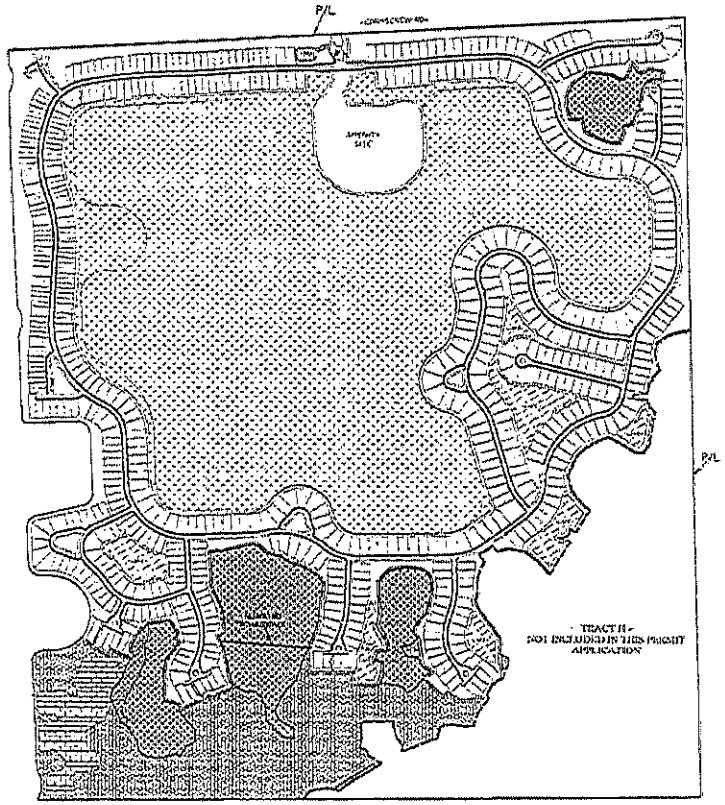
Following the completion of the initial exotic removal and mechanical clearing and grading effort, quarterly maintenance events will occur in the mechanically graded area while semi-annual maintenance events will occur in the wetland enhancement areas for the first two years. During these inspections, the mitigation area 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 (i.e., less than five percent cover), inspections of the mitigation areas will be conducted annually.

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

REFERENCES

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

SCALE: 1" = 800'



LEGEND

- WETLAND CREATION (9.09 AC ±)
- WETLAND ENHANCEMENT (39.22 AC.±)*
- WETLAND RESTORATION (1.81 AC.±)
- "OTHER SURFACE WATERS" PRESERVE (239.85 AC.±)
- UPLAND BUFFER (7.07 AC ±)
- COE/USFWS MITIGATION AREA (67.06 AC ±)
- EXISTING AREA UNDER CONSERVATION EASEMENT - PER SFWMD PERMIT NO.36-03251-P (41.30 AC ±)
- SURVEYED WETLAND LINE
- TRACT H BOUNDARY
- ELEVATED BOARDWALK**

NOTES

PROPERTY BOUNDARY PER BANKS ENGINEERING, INC. DRAWING NO.HCORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 28, 2012.

SITE PLAN PER EVANS ENGINEERING, INC - DRAWING NO. CORKSCREW SHORES RAVE 2013-06-11.DWG DATED JUNE 11, 2013.

*ACREAGE INCLUDES THE DIRECT AND SECONDARY IMPACTS ASSOCIATED WITH THE ELEVATED BOARDWALK.

**MAXIMUM WIDTH OF THE ELEVATED BOARDWALK IS 5 FEET

REVISIONS	DATE	DRAWN BY	DATE
		H.H.	6/14/13
		DESIGNED BY	DATE
		S.L.	6/14/13
		REVIEWED BY	DATE
		K.C.T.	6/14/13

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PASSARELLA & ASSOCIATES

CORKSCREW SHORES

MITIGATION PLAN

PROJECT NO. 12-0-4

SHEET NO. 3.5

Exhibit 3.5
Application No. 080827-7
Page 1 of 1

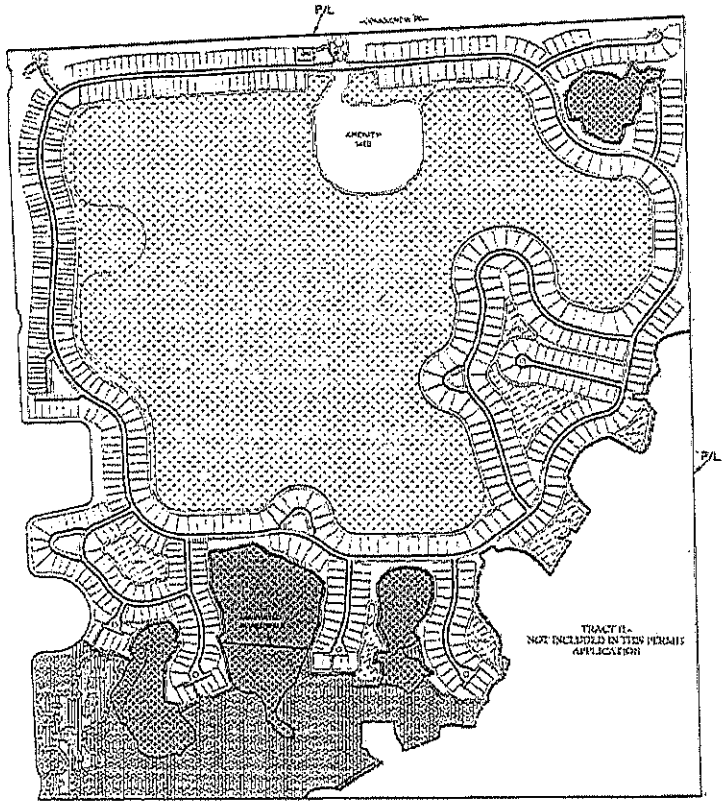
SCALE: 1" = 800'

Table 1. Wetland Creation Plantings

Planting Zone	Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
		Trees			
	Bald cypress	[illegible]	[illegible]	[illegible]	[illegible]
	Red maple	[illegible]	[illegible]	[illegible]	[illegible]
		Ground Cover			
Wading Bird Foraging Area Zone 1	Pickerelweed	[illegible]	12 in	2 in	[illegible]
	Gulfdune paspalum	[illegible]	12 in	2 in	3
	Maidencane	[illegible]	[illegible]	[illegible]	[illegible]
	Spikerush	[illegible]	[illegible]	[illegible]	[illegible]
Wading Bird Foraging Area Zone 2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	Pickerelweed	[illegible]	[illegible]	[illegible]	[illegible]
	Sawgrass	[illegible]	[illegible]	[illegible]	[illegible]
	Soft rush	[illegible]	[illegible]	[illegible]	[illegible]
Wading Bird Foraging Area Zone 2	Soft rush	[illegible]	12 in	2 in	3
Wading Bird Foraging Area Zone 3	Pickerel	[illegible]	[illegible]	[illegible]	[illegible]
	Swamp lily	[illegible]	[illegible]	[illegible]	[illegible]
	Wiregrass	[illegible]	[illegible]	[illegible]	[illegible]

Table 2. Wetland Restoration Plantings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center) (feet)
	Trees			
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	Shrubs			
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	Ground Cover			
Gulfdune paspalum	[illegible]	12 in	2 in	[illegible]
Lilly blue maidencane	[illegible]	12 in	2 in	3
Wiregrass	[illegible]	12 in	2 in	[illegible]
Muhly grass	[illegible]	12 in	2 in	[illegible]
[illegible]	[illegible]	12 in	2 in	[illegible]
Gulfdune paspalum	[illegible]	12 in	2 in	[illegible]



LEGEND

- WETLAND ENHANCEMENT (59.22 AC.±)*
- WETLAND RESTORATION (1.81 AC.±)
- "OTHER SURFACE WATERS" PRESERVE (239.79 AC.±)
- UPLAND BUFFER (7.07 AC.±)
- CCE/USFWS MITIGATION AREA (47.65 AC.±)
- EXISTING AREA UNDER CONSERVATION EASEMENT - PER SFWMD PERMIT NO 36-03254-P (44.32 AC.±)
- WADING BIRD FORAGING AREA ZONE 1 PLANTINGS ELEV. 16.3 TO 16.5
- WADING BIRD FORAGING AREA ZONE 2 PLANTINGS ELEV. 17.5 TO 18.0
- WADING BIRD FORAGING AREA ZONE 3 PLANTINGS ELEV. 17.0
- SURVEYED WETLAND LINE
- TRACT H BOUNDARY
- ELEVATED BOARDWALK**

NOTES:

AN AS-BUILT OF THE GRADED AREAS WILL BE CONDUCTED PRIOR TO PLANTING

PROPERTY BOUNDARY PER BANKS ENGINEERING INC DRAWING FILE:KCONSCREW-WOODS-SITE-PLAN-06-15-12 DATED JUNE 28, 2012.

SITE PLAN PER EVANS ENGINEERING, INC. DRAWING NO. CORKSCREW SHORES BASE 2013-06-14.DWG DATED JUNE 14, 2013.

CONSERVATION AREAS PER BANKS ENGINEERING INC. DRAWING NO. 2793-GNDV-TO-PASSARELLA-07-10-12.DWG DATED JULY 10, 2012.

*ACREAGE INCLUDES THE DIRECT AND SECONDARY IMPACTS ASSOCIATED WITH THE ELEVATED BOARDWALK.

**MAXIMUM WIDTH OF THE ELEVATED BOARDWALK IS 8 FEET.

REVISIONS	DATE	DRAWN BY	DATE
		H.H.	09/14/13
		DESIGNED BY	DATE
		S.J.	09/14/13
		REVIEWED BY	DATE
		K.C.P.	09/14/13

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Phone (239) 274-0067
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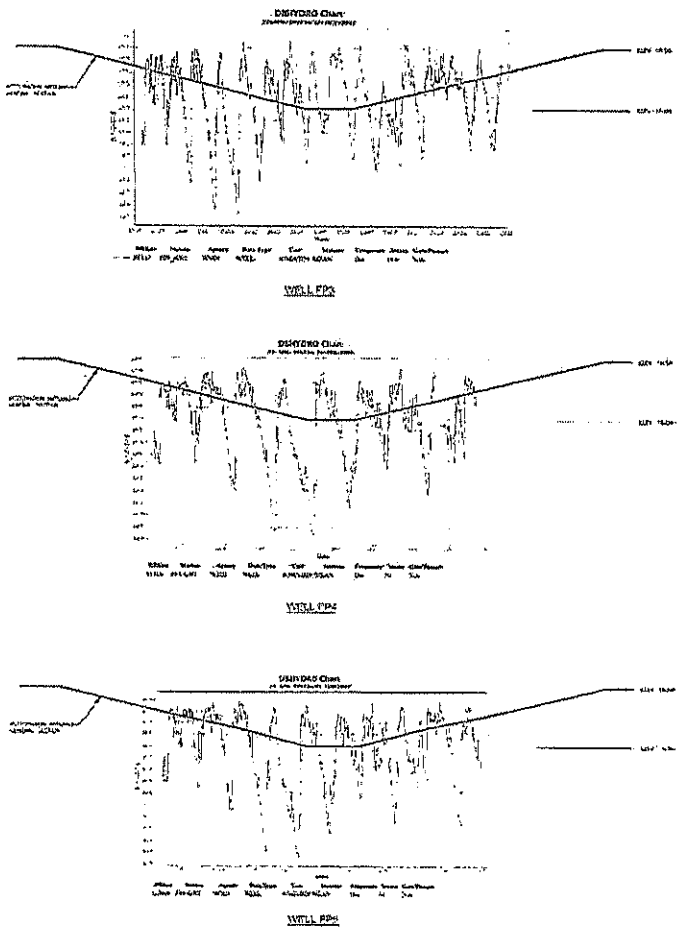
PASSARELLA & ASSOCIATES

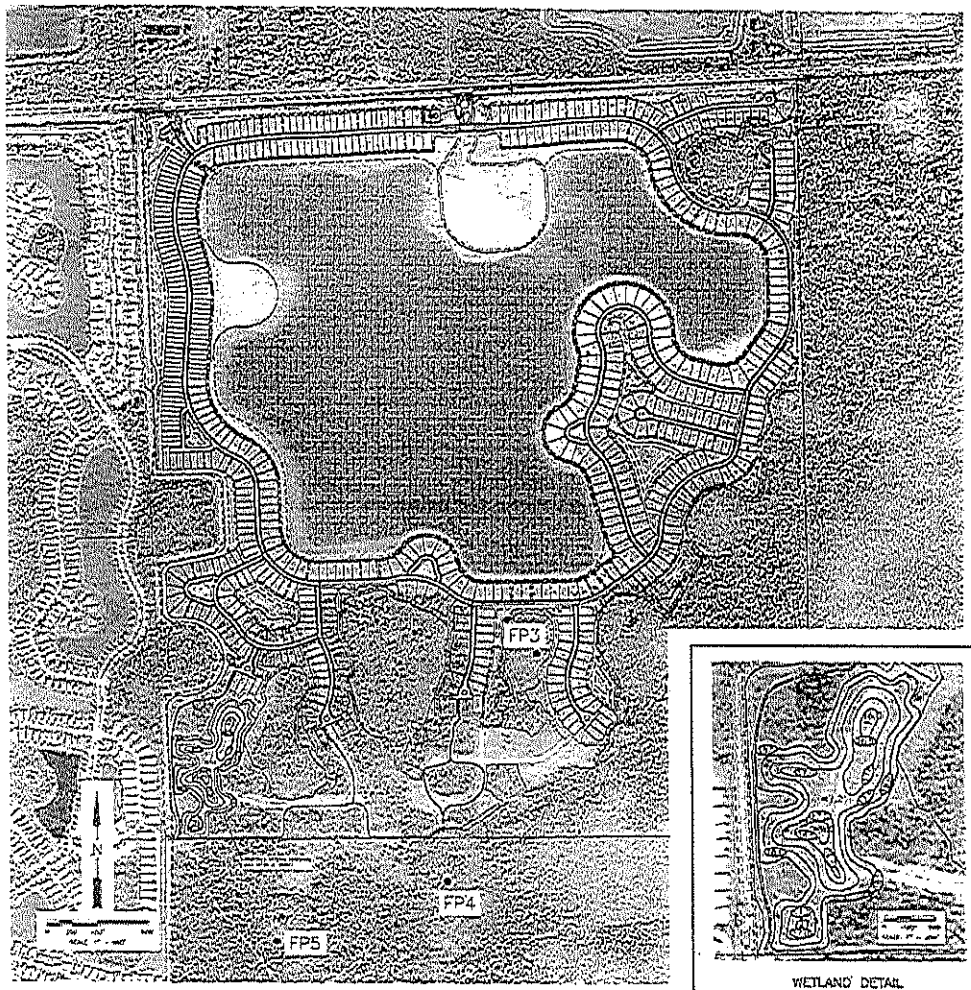
CORKSCREW SHORES

PLANTING PLAN

PROJECT NO.	DATE
41CPL2068	
SHEET NO.	
1/1	

Exhibit 3.6
Application No. 080827-7
Page 1 of 1





WETLAND DETAIL

J.R. EVANS ENGINEERING, P.A.

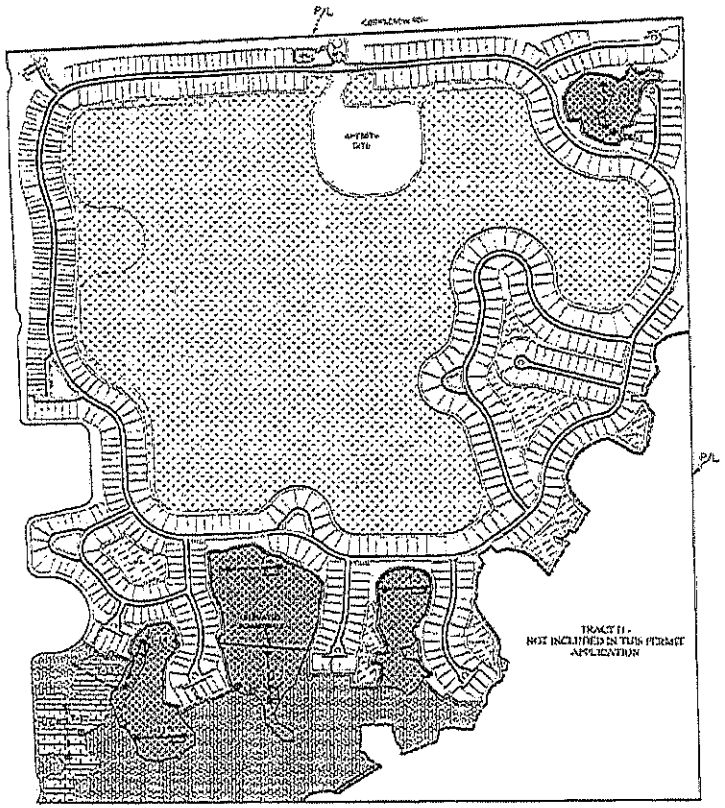
CORKSCREW SHORES

MONITORING WELL LOCATIONS AND DATA
FOR WETLAND HYDROLOGIC SUPPORT

SHEET 1 of 1

Exhibit 3.7
Application No. 080827-7
Page 1 of 1

SCALE: 1" = 800'



LEGEND:

- WETLAND CREATION (9.06 AC.±)
- WETLAND ENHANCEMENT (39.22 AC.±)*
- WETLAND RESTORATION (9.81 AC.±)
- "OTHER SURFACE WATERS" PRESERVE (259.25 AC.±)
- UPLAND BUFFER (7.07 AC.±)
- COE/USFWS MITIGATION AREA (47.06 AC.±)
- EXISTING AREA UNDER CONSERVATION EASEMENT - PER SFWMD PERMIT NO. 36-03254-P (11.32 AC.±)
- MONITORING TRANSECT
- TREE/SHRUB PLOT
- T-1 TRANSECT NUMBER
- PHOTO-STATION
- MW-1 MONITORING WELL NO.-(TYP)
- MONITORING WELL
- SURVEYED WETLAND LINE
- TRACT H BOUNDARY
- ELEVATED BOARDWALK**

NOTES:

PROPERTY BOUNDARY PER BANKS ENGINEERING, INC DRAWING NO.:CORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 29, 2012

SITE PLAN PER EVANS ENGINEERING, INC. DRAWING NO. CORKSCREW SHORES-BASE 2013-06-11.DWG DATED JUNE 11, 2013

*ACREAGE INCLUDES THE DIRECT AND SECONDARY IMPACTS ASSOCIATED WITH THE ELEVATED BOARDWALK.

**MAXIMUM WIDTH OF THE ELEVATED BOARDWALK IS 2 FEET

REVISION NO.	DATE	DESIGNED H.H.	DATE 6/14/13
		DRAWN S.L.	DATE 6/14/13
		CHECKED K.C.P.	DATE 6/14/13

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PASSARELLA & ASSOCIATES

CORKSCREW SHORES

MONITORING PLAN

DRAWING NO. 11CPT.2014

SHEET NO. E6

Exhibit 3.8
Application No. 080827-7
Page 1 of 1

South Florida Water Management District

Work Schedule Requirements

Application No : 080827-7

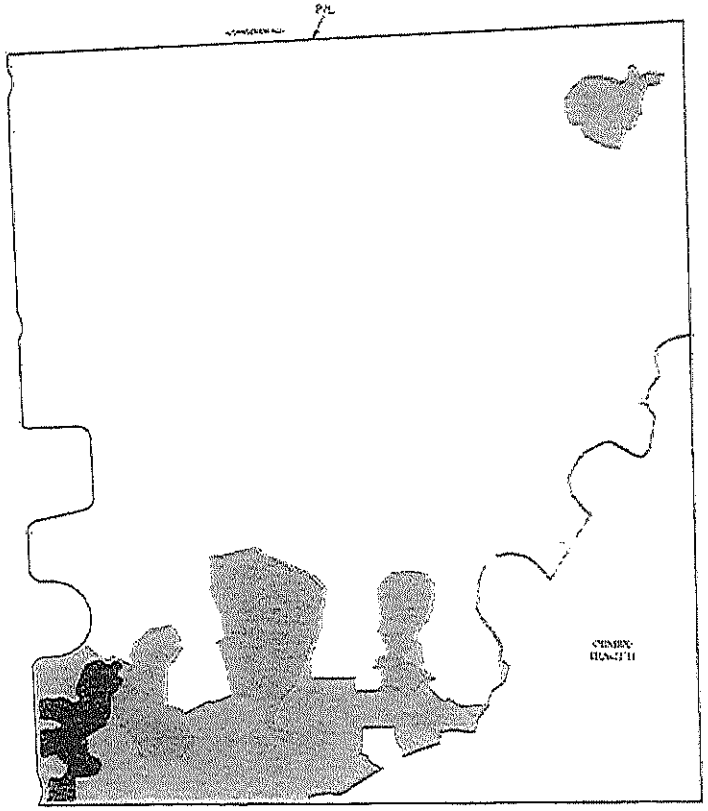
Mitigation Plan ID: 9.09 AC WETLAND AREA

Activity	Due Date
SUBMIT ORIGINAL FINANCIAL ASSURANCE DOCUMENTATION	01-DEC-13
SUBMIT BASELINE MONITORING REPORT	01-DEC-13
SUBMIT SEALED BOUNDARY SURVEY OF CONSERVATION AREA	01-DEC-13
SUBMIT GIS DISK	01-DEC-13
SUBMIT GPS DISK OF BOUNDARIES OF CONSERVATION EASEMENT	01-DEC-13
SUBMIT PAPER MAP OF CONSERVATION EASEMENT OVER AERIAL IMAGERY	01-DEC-13
SUBMIT RECORDED CONSERVATION EASEMENT	01-DEC-13
EXOTIC VEGETATION REMOVAL	01-FEB-14
SUBMIT TIME ZERO MONITORING REPORT	01-AUG-14
SUBMIT FIRST MONITORING REPORT	01-AUG-15
SUBMIT SECOND MONITORING REPORT	01-AUG-16
SUBMIT THIRD MONITORING REPORT	01-AUG-17
SUBMIT FOURTH MONITORING REPORT	01-AUG-18
SUBMIT FIFTH MONITORING REPORT	01-AUG-19

Mitigation Plan ID: EXISTING PRESERVES

Activity	Due Date
EXOTIC VEGETATION REMOVAL	01-FEB-14
SUBMIT TIME ZERO MONITORING REPORT	01-AUG-14
SUBMIT FIRST MONITORING REPORT	01-AUG-15
SUBMIT SECOND MONITORING REPORT	01-AUG-16
SUBMIT THIRD MONITORING REPORT	01-AUG-17
SUBMIT FOURTH MONITORING REPORT	01-AUG-18
SUBMIT FIFTH MONITORING REPORT	01-AUG-19

SCALE: 1" = 800'



LEGEND:

- EXISTING AREA UNDER CONSERVATION EASEMENT (41.32 AC.±)
- AREA TO PLACED UNDER CONSERVATION EASEMENT TO LEE COUNTY (54.43 AC.±)
- AREA TO PLACED UNDER CONSERVATION EASEMENT TO SFWMD (9.09 AC.±)

NOTES:

PROPERTY BOUNDARY PER BANKS ENGINEERING, INC DRAWING NO.WCORKSCREW-WD000-SITE-PLAN-66-15-12 DATED JUNE 28, 2012.

REVISIONS	DATE	DRAWN BY	DATE
		P.L.	5/21/13
		DESIGNED BY	DATE
		S.L.	5/21/13
		REVIEWED BY	DATE
		K.C.P.	5/21/13

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

PASSARELLA & ASSOCIATES

CORKSCREW SHORES

CONSERVATION EASEMENTS MAP

DRAWING No. 11GPL2069

SHEET No.

Exhibit 3.10
Application No. 080827-7
Page 1 of 1

Corkscrew Shores
Application No. 080827-7
Permit No. 36-03254-P
The following Exhibits are incorporated by reference:

Exhibit 3.11 – Standard Conservation Easement

Exhibit 3.12 – Amendment to Conservation Easement

Exhibit 3.13 – Cost Estimate, Standby Trust, and Performance Bond

STAFF REPORT DISTRIBUTION LIST

CORKSCREW SHORES (F K A CORKSCREW WOODS)

Application No: 080827-7

Permit No: 36-03254-P

INTERNAL DISTRIBUTION

X Justin M.Hojnacki
X Kenneth Kellum, P.E.
X Laura Layman
X Daniel F. Waters, P.E.
X A. Bain
X A. Waterhouse
X ERC Engineering
X ERC Environmental
X Fort Myers Backup File
X Fort Myers Service Center Director
X R. Valera

EXTERNAL DISTRIBUTION

X Permittee - Corkscrew Lakes L L C
X Agent - J R Evans Engineering P A
X Env Consultant - Passarella And Associates Inc
X Other Interested Party - Lee County

GOVERNMENT AGENCIES

X Div of Recreation and Park - District 4 - FDEP
X Lee County - Rebecca Sweigert

OTHER INTERESTED PARTIES

X Audubon of Florida - Charles Lee

EXHIBIT "G"

STORMWATER POLLUTION PREVENTION PLAN

CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN TEMPLATE

The following template may be used as a general guide for development of a Stormwater Pollution Prevention Plan (SWPPP) for construction activities. This template may not contain all applicable requirements for all construction sites. Please refer to the Department's Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Document 62-621.300(4)(a) to verify that you are meeting all permit requirements. Part V of the above referenced generic permit specifically lists requirements of the Stormwater Pollution Prevention Plan.

- The SWPPP shall be completed prior to the submittal of the Notice of Intent (NOI) to be covered under the Department's Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

- The SWPPP shall be amended whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for discharge of pollutants to surface waters of the state or a Municipal Separate Storm Sewer System (MS4). The SWPPP also shall be amended if it proves to be ineffective in significantly reducing pollutants from sources identified in Part V.D.1. of the permit. The SWPPP also shall be amended to indicate any new contractor and/or subcontractor that will implement any measure of the SWPPP. All amendments shall be signed, dated, and kept as attachments to the original SWPPP.

Stormwater Pollution Prevention Plan
For
Corkscrew Shores

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

_____ _____

Name (Operator and/or Responsible Authority) Date

Project Name and location information:	
Corkscrew Shores	Latitude = 26° 26' 46.31" N Longitude = 81° 42' 59.12" W

A site map must be developed and must contain, at a minimum, the following information:

1. Drainage patterns,
2. Approximate slopes after major grading activities,
3. Areas of soil disturbance,
4. Outline all areas that are not to be disturbed,
5. Location of all major structural and non-structural controls,
6. The location of expected stabilization practices,
7. Wetlands and surface waters, and
8. Locations where stormwater may discharge to a surface water or MS4.

Site Description

Describe the nature of the construction activity:	Construction in this project will consist of residential development, roadway construction and associated utility and storm water management infrastructure.
Describe the intended sequence of major soil disturbing activities:	1. Installation of stabilized construction entrance. 2. Partial clearing and grubbing. 3. Install perimeter sediment and erosion control measures. 4. Continue clearing and removal of unsuitable fill. 5. Grading. 6. Excavate project storm water management system. 7. Stockpile excavated soil. 8. Stabilize denuded areas and stockpiles within 21 days of last construction activity in that area. 9. Install utilities and/or storm sewer. 10. Complete grading, subgrade, and base course construction. 11. Complete final paving. 12. Residential home construction. 13. Complete landscape grading and install permanent seeding and plantings. 14. Remove Erosion Control when stabilization has been established to prevent soil from leaving the site.
Total area of the site:	722.1 Acres
Total area of the site to be disturbed:	347.3 Acres (Includes all areas other than existing lake and conservation easements/preserves)
Existing data describing the soil or quality of any stormwater discharge from the site:	Refer to SFWMD ERP Application No. 080827-7
Estimate the drainage area size for each discharge point:	Entire project (developed basin area = 543+/- acres) discharges at one point. Discharge is to existing off-site wetlands.

Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	Latitude = 26° 26' 26.60" N Longitude = 81° 42' 45.84" W Discharge to Imperial River Watershed

Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the Florida Development Manual: A Guide to Sound Land and Water Management (DEP, 1988) and any subsequent amendments.

Installation of erosion control devices and stabilized construction entrance will be constructed prior to extensive clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 21 days will be stabilized with a temporary seed and mulch within 14 days of the last disturbance. Once construction activity ceases permanently in an area, that area will be stabilized with permanent sod, seed and mulch, landscaping, and/or other equivalent stabilization measures (e.g., rip-rap, geotextiles). Erosion control devices will be removed upon the completion of construction and or stabilization of grasses, etc.

Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.

Temporary Stabilization: Top soil stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 21 days will be stabilized with temporary seed and mulch no later than 14 days from the last construction activity in that area. The seed shall be Bahia, millet, rye, or other fast-growing grasses. Prior to seeding, fertilizer or agricultural limestone shall be applied to each area to be temporarily stabilized. After seeding, each area shall be mulched with the mulch disked into place. Limerock subgrade will be applied to temporarily stabilize the area to be paved until bituminous pavement can be applied.

Permanent Stabilization: Disturbed portions of the site, where construction activities permanently cease, shall be stabilized with sod, seed and mulch, landscaping, and/or other equivalent stabilization measures (e.g., rip-rap, geotextiles) no later than 14 days after the date of the last construction activity. The sod shall typically be Floratam or Bahia sod. Prior to seeding, fertilizer or agricultural limestone shall be applied to each area to be temporarily stabilized. After seeding, each area shall be mulched with the mulch disked into place. Erosion control devices will be removed upon the completion of construction and or stabilization of grasses, etc.

Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.
Silt Fence - will be constructed along the project perimeter. Straw Bale Drop Inlet Sediment Filter – will be placed around all constructed storm drain inlets immediately upon completion of construction and shall remain in-place until the contributing drainage area is stabilized. Alternatively, grate inlets can be covered with filter fabric material until stabilization, and inlet filters (filter bags) may be utilized at curb/throat inlets.
Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.
Refer to approved SFWMD Dewater Permit Application No. 130606-3
Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.
The proposed water management system will consist of overland flow, swales and storm sewer infrastructure to convey storm water to wet and dry detention areas within the project. Pre-treatment will be provided by a combination of dry and wet detention areas throughout the project. Following pre-treatment, the storm water will discharge to the existing mining lake (as modified) for remaining water quality treatment and ultimate discharge.

Describe in detail controls for the following potential pollutants

Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	<u>Waste Materials:</u> All waste materials will be collected and stored in a trash dumpster which will meet all local and State solid waste management regulations. All trash and construction debris from the site will be deposited in this dumpster. The dumpster will be emptied as required due to use and/or State and local regulations, with the trash disposed of at the appropriate landfill operation. No construction waste materials will be buried onsite. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the construction office trailer. <u>Hazardous Waste:</u> All hazardous waste materials will be disposed of in the manner specified by local or State regulation or by the manufacturer. Site personnel will be instructed in these practices. <u>Sanitary Waste:</u> All sanitary waste will be collected from the portable units by a local, licensed, sanitary waste management contractor, as required by local regulation.
Offsite vehicle tracking from construction entrances/exits:	A stabilized construction entrance will help reduce vehicle tracking of sediments. As they are completed, paved areas will be swept as needed to remove any excess muck, dirt, or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	Refer to approved Enhanced Lake Management/Maintenance Plan for site specific requirements.
The storage, application, generation and migration of all toxic substances:	Petroleum Products: All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which will be clearly labeled. Any asphalt substances used onsite will be applied in accordance with the manufacturer's recommendations and standard construction practices. Paints: All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturers' instructions and/or state and local regulations.
Other:	

Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.
• All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater. • All measures will be maintained in good working order; if a repair is necessary, it shall be corrected as soon as possible, but in no case later than 7 days after the inspection. • Built up sediment will be removed from silt fence when it has reached one-half the height of the fence. • Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground. • Temporary seeding and permanent sodding and planting will be inspected for bare spots, washouts, and healthy growth.

Inspections: Describe the inspection and inspection documentation procedures, as required by Part V.D.4. of the permit. Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater (see attached form).
• A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached. • The Owner will appoint one individual who will be responsible for inspections, maintenance and repair activities, and for completing the inspection and maintenance reports. • Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.
Identify and describe all sources of non-stormwater discharges as allowed in Part IV.A.3. of the permit. Flows from fire fighting activities do not have to be listed or described.
It is expected that the following non-storm water discharges will occur from the site during the construction period: • Water from water line flushings • Pavement wash waters (when no spills or leaks of toxic or hazardous materials have occurred). • Uncontaminated groundwater (from dewatering excavation). • All non-storm water discharges will be directed to the storm water management facilities prior to discharge.

Inventory for Pollution Prevention Plan	
The materials or substances listed below are expected to be present onsite during construction:	
• Concrete	• Detergents
• Paints (enamel and latex)	• Metal Studs
• Asphalt	• Roofing Shingles
• Tar	• Fertilizers
• Petroleum Based Products	• Cleaning Solvents
• Wood	• Masonry Block
• Clay or concrete bricks	

SPILL PREVENTION

Material Management Practices

The following are the materials management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

Good Housekeeping:
The following good housekeeping practices will be followed onsite during the construction project:

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers, and if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The site superintendent will inspect to ensure proper use and disposal of materials onsite.

Hazardous Products:
These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

Product Specific Practices

The following produce specific practices will be followed onsite:

Petroleum Products:
All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which will be clearly labeled. Any asphalt substances used onsite will be applied in accordance with the manufacturer's recommendations and standard construction practices.

Paints:
All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturers' instructions and/or state and local regulations.

Concrete Trucks:
Concrete trucks will be allowed to wash out or discharge surplus concrete or drum wash on the site at a predetermined location. The water will be detained to let the concrete settle prior to discharging into the surface water system through use of berming, silt fence or other BMP's. The remaining hard aggregate will be hauled off (not buried on site).

Spill Control Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup.

- Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include--but not be limited to--rags, gloves, goggles, kitty litter, sand, and plastic and metal trash containers specifically for this purpose.
- All spills will be cleaned up as soon as possible after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state or local government agency, regardless of the size.
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- The Contractor's site superintendent will be responsible for the day-to-day site operations and will be the spill prevention and cleanup coordinator. He will designate at least two other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and in the office trailer onsite.

This SWPPP must clearly identify, for each measure identified within the SWPPP, the contractor(s) or subcontractor(s) that will implement each measure. All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:

"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."

Name	Title	Company Name, Address and Phone Number	Date

Stormwater Pollution Prevention Plan Inspection Report Form

Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater.

Project Name:_____ FDEP NPDES Stormwater Identification Number: FLR10_____

Location	Rain data	Type of control (see below)	Date installed / modified	Current Condition (see below)	Corrective Action / Other Remarks

Condition Code:

G = Good M = Marginal, needs maintenance or replacement soon P = Poor, needs immediate maintenance or replacement

C = Needs to be cleaned O = Other

Control Type Codes

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth dikes	11. Vegetative buffer strip	20. Gabion	29. Detention pond
3. Structural diversion	12. Vegetative preservation area	21. Sediment Basin	30. Retention pond
4. Swale	13. Retention Pond	22. Temporary seed / sod	31. Waste disposal / housekeeping
5. Sediment Trap	14. Construction entrance stabilization	23. Permanent seed / sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sand Bag
7. Subsurface drain	16. Curb and gutter	25. Hay Bales	34. Other
8. Pipe slope drain	17. Paved road surface	26. Geotextile	
9. Level spreaders	18. Rock outlet protection	27. Rip-rap	

Inspector Information:

_____ _____ _____

Name Qualification Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

* * * * * *

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

_____ _____

Name (Responsible Authority) Date

EXHIBIT "H"

URBAN STORMWATER MANAGEMENT PROGRAM

January 2014

URBAN STORMWATER MANAGEMENT PROGRAM

1.0 Introduction

This document provides details of the Urban Stormwater Management Program for Corkscrew Shores development in Lee County, Florida. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMPs) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Corkscrew Shores and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; and (5) construction activities. A discussion of each of these activities is given in the following sections.

It should be noted that there is a recorded Covenant to Create an Enhanced Lake Management/Maintenance Plan for Corkscrew Shores, Lee County Instrument 2013000233509, which may provide additional requirements for the project. Where requirements differ, the Covenant to Create an Enhanced Lake Management/Maintenance Plan shall control.

2.0 Nutrient and Pesticide Management

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent water bodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

The guidelines included in this section are intended to help the maintenance staff make educated environmental choices regarding the maintenance of the site. These maintenance and management guidelines are meant to promote an attractive facility that preserves the health of adjacent waterways and environmental features.

2.1 General Requirements

A landscape plan must be developed for the each residence. The plan must be comprehensive in nature and follow the landscape design guidelines established for Corkscrew Shores and must promote re-vegetation of the site as quickly as possible.

Commercial applicators of chemical lawn products must register with Corkscrew Lakes, LLC, its successors or assigns annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and the development's maintenance staff are permitted to apply chemicals within the property. All chemical products must be used in accordance with the manufacturer's recommendations. 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, or the development's maintenance staff, for the control of algae and vegetation within the stormwater lakes or ponds.

2.2 Nutrient Management Program

Management and application of nutrients and fertilizers at Corkscrew Shores will adhere to the following guidelines:

A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.

B. With the exception of the period of "grow-in" time during the initial establishment of vegetation, no fertilizer containing in excess of 2% phosphate/phosphorus (P2O5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.

C. Fertilizer containing in excess of 2% phosphate/phosphorus (P2O5) per guaranteed analysis label shall be applied in a manner that minimizes run-off into the surface water management system.

D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.

2.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.

B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should

remove no more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.

C. It is recommended that pesticides, fungicides, and herbicides 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.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides

B. Must have the minimum potential for leaching into groundwater or loss from runoff

C. Products must be EPA-approved

D. The half-life of products used shall not exceed seventy (70) days

3.0 Street Sweeping

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before the wash-off of these pollutants during a storm event. This practice reduces the potential for pollution impacts on receiving water bodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program for Corkscrew Shores is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed in Corkscrew Wood sat a minimum frequency of one event every other month during construction and as needed following construction. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

4.0 Solid Waste Management

In general, solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on premises prior to collection is considered the responsibility of Corkscrew Shores. Corkscrew Shores will be provided with the name and contact information of the local service provider that dictates the Information will be distributed as

necessary stating specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales. The proper disposal of leaves and vegetation will be regulated by Corkscrew Lakes, LLC, its successors and assigns.

5.0 Stormwater Management and Treatment System

The stormwater management system for Corkscrew Shores is designed to maximize the attenuation of stormwater generated pollutants prior to discharge off-site. Operational details and maintenance requirements of the various system components are given in the following sections.

5.1 Wet and Dry Detention Areas

The basic element of the stormwater management system consists of wet and dry detention areas that provide stormwater treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts similar to a natural lake by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to slow controlled discharge of the treated water through the outfall structure. A dry detention area acts similarly by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to discharge of the treated water through the outfall structure. Pollutant removal processes in wet and dry detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexion processes.

Maintenance of the wet and dry detention areas will consist of an annual inspection by the appropriate supervising entity (Corkscrew Lakes, LLC, its successors or assigns). During each annual inspection, the following items will be reviewed and corrected as necessary:

A. Inspect the outfall structure and orifice to ensure free-flowing conditions and overall engineering stability of the outfall system.

B. Review the banks of the areas to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.

C. Physically evaluate the retention areas for evidence of excessive sediment accumulation or erosion.

D. Inspect the planted aquatic vegetation in the littoral zones to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report should be prepared and submitted to the supervising entity, listing any deficiencies that need to be addressed or corrected by the Corkscrew Lakes, LLC, its successors and assigns.

5.2 Stormwater Inlets, Pipes and Culverts

The grates should be unobstructed and the bottom, inside the inlet, should be clean; if blockage is noted, further inspection should occur. The drainage structures should be checked for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

5.3 Swales and Grassed Water Storage Areas

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be re-graded and/or re-vegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or re-grading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sand bags, or other synthetic geotextile material.

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

5.4 Outfall Structure (also called the Discharged Control Structure or Weir)

The outfall structure should be routinely inspected as a part of the investigation performed by the supervising entity to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a "baffle" or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions will be verified at the time of certification of the water management system.

5.5 Earthen Embankments (Dikes and Berms)

Check for proper elevations, width and stabilization. Worn down berms and rainfall-created washouts should be immediately repaired, compacted and re-vegetated.

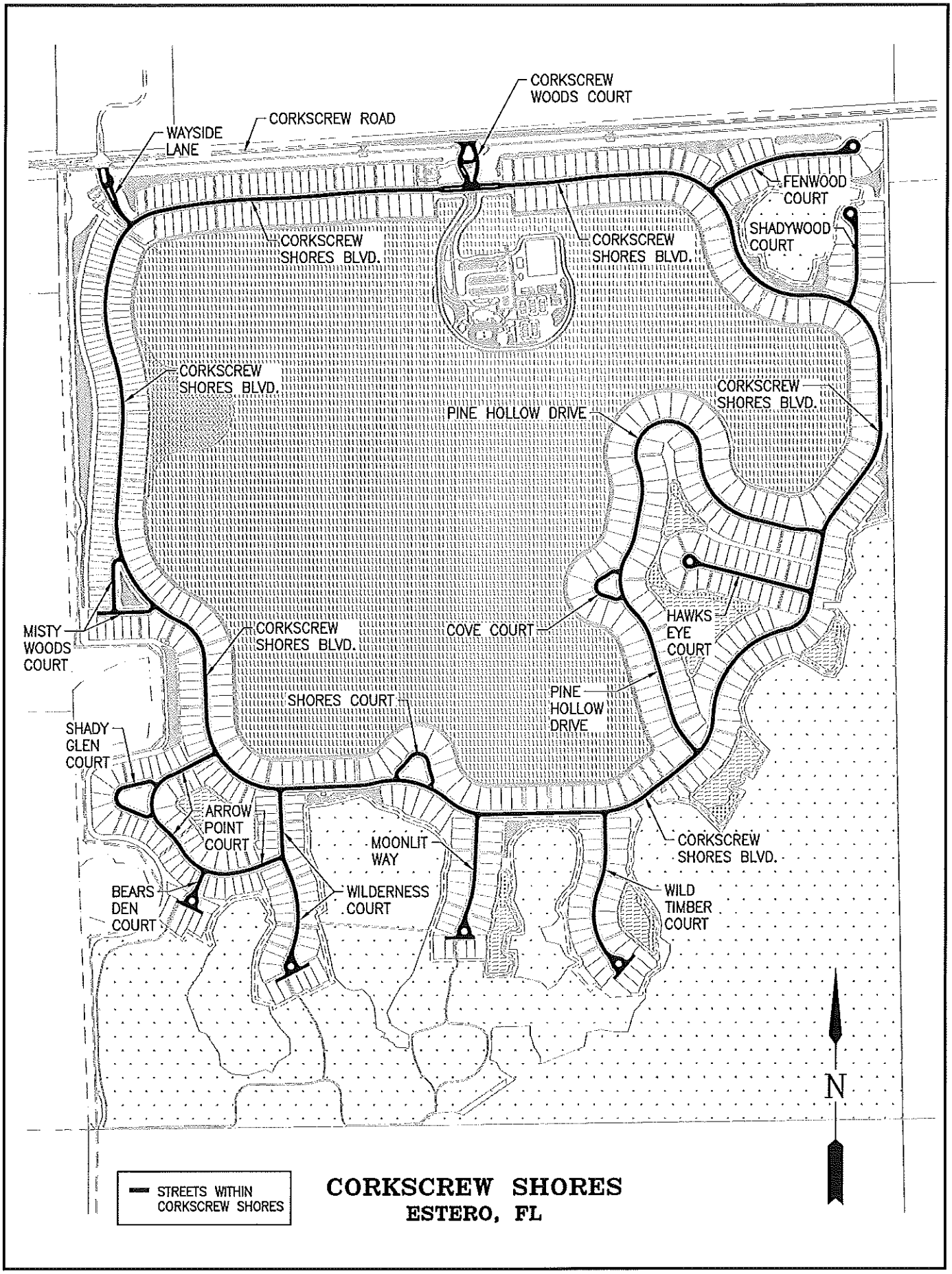
6.0 Construction Activities

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the

construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the CPPP is included with the Environmental Resource Permit application and made a part of hereof.

EXHIBIT "I"

ACCESS MANAGEMENT PLAN



CORKSCREW SHORES
ESTERO, FL

EXHIBIT "J"

INDIGENOUS PRESERVE AND PROTECTED SPECIES MANAGEMENT PLAN

CORKSCREW SHORES
INDIGENOUS PRESERVE AND PROTECTED SPECIES
MANAGEMENT PLAN

May 2013
Revised July 2013

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Project No. 11CPL2065

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1.0 INTRODUCTION

- The following outlines the Lee County Indigenous Preserve and Protected Species Management Plan for Corkscrew Shores (f.k.a. Corkscrew Woods) (Project) located in Sections 21 and 28, Township 46 South, Range 26 East, Lee County. The total preserve area is 104.84± acres. The following is a breakdown of the preserve acreage:
-
    - 53.78± acres of indigenous wetlands and uplands;
    - 37.09± acres of indigenous restoration (existing disturbed uplands and roads);
    - 5.31± acres of indigenous restoration (habitats with greater than 75 percent exotics);
    - 2.17± acres of indigenous restoration (disturbed wetland); and
    - 6.49± acres of additional upland preserve/ buffer that was not required by Lee County Zoning Resolution Z-12-021.
-
- The Project preserves include 53.78± acres of indigenous wetlands and uplands with less than 75 percent exotic vegetation. The indigenous preserves will be enhanced through the removal of exotic vegetation. In addition to enhancing 53.78± acres of indigenous preserve, a total of 37.09± acres of disturbed uplands and roads will be restored to native wetland (16.00± acres) and upland (21.09± acres) habitat. Also, 5.31± acres of non-indigenous wetlands and uplands with greater than 75 percent exotic vegetation, and 2.17± acres of disturbed wetlands will be restored through exotic removal and supplemental plantings, if necessary. In addition, a total of 6.49± acres of upland preserve/buffer has been added to the Project since the zoning approval (Resolution No. Z-12-021). Thus, the total Project area subject to exotic removal as outlined in this plan is 104.84± acres.
-

As part of the preserve management plan, the preserve areas will be placed in a conservation easement. Approximately 41.32 acres of the Project preserves are already under a conservation easement as part of South Florida Water Management District (SFWMD) Permit No. 36-03254-P. The remaining 63.52± acres will be placed under a new conservation easement.

The indigenous wetland areas include willow, cypress, hydric pine, wetland forested mix, wetland shrub, and freshwater marsh habitats. The indigenous upland areas include shrub and brushland, palmetto prairie, and pine flatwoods habitats. Listed below are the Florida Land Use, Cover and Forms Classification System (FLUCFCS) (Florida Department Of Transportation 1999) descriptions of the indigenous areas proposed for preservation and restoration.

2.0 EXISTING HABITATS PROPOSED FOR INDIGENOUS VEGETATION PRESERVE

The following are the existing on-site wetland and upland habitats proposed for indigenous vegetation preserve.

2.1 Wetland Habitats

Willow, Disturbed (25-49% Exotics) (FLUCFCS Code 6189 E2)
This wetland plant community contains Carolina willow (*Salix caroliniana*) in the canopy. The sub-canopy includes Carolina willow and Peruvian primrose willow (*Ludwigia peruviana*). The ground cover includes swamp fern (*Blechnum serrulatum*), sawgrass (*Cladium jamaicensis*), and Asiatic pennywort (*Centella asiatica*).

Cypress, Disturbed (0-24% Exotics) (FLUCFCS Code 6219 E1)
This wetland community type has a canopy dominated by cypress (*Taxodium distichum*). The sub-canopy contains cypress, Brazilian pepper (*Schinus terebinthifolius*), cabbage palm (*Sabal palmetto*), myrsine (*Myrsine cubana*), and wax myrtle (*Myrica cerifera*). The ground cover includes swamp fern, leather fern (*Acrostichum danaeifolium*), Boston fern (*Nephrolepis* sp.), sawgrass, maidencane (*Panicum hemitomon*), and scattered West Indian marsh grass (*Hymenachne amplexicaulis*).

Hydric Pine, Disturbed (0-24% Exotics) (FLUCFCS Code 6259 E1)
This wetland community contains slash pine (*Pinus elliottii*) and scattered melaleuca (*Melaleuca quinquenervia*) in the canopy. The sub-canopy consists of slash pine, melaleuca, and wax myrtle. The ground cover includes corkwood (*Stillingia aquatica*), bushy bluestem (*Andropogon glomeratus*), beakrush (*Rhynchospora microcarpa*), inundated beakrush (*Rhynchospora inundata*), and bog-button (*Lachnocaulon* sp.).

Wetland Forest Mixed, Disturbed (0-24% Exotics) (FLUCFCS Code 6309 E1)
This wetland habitat includes laurel oak (*Quercus laurifolia*), slash pine, cabbage palm, and cypress in the canopy. The sub-canopy includes scattered wax myrtle and Brazilian pepper. The ground cover contains swamp fern with scattered maidencane and sawgrass.

Wetland Shrub, Disturbed (0-24% Exotics) (FLUCFCS Code 6319 E1)
This wetland community includes scattered red maple (*Acer rubrum*), slash pine, laurel oak, and cabbage palm in the canopy. The sub-canopy includes wax myrtle, saltbush (*Baccharis halimifolia*), red maple, cabbage palm, dahoon holly (*Ilex cassine*), and scattered Peruvian primrose willow. The ground cover includes swamp fern, Boston fern, sawgrass, beaksedge (*Rhynchospora* sp.), maidencane, and scattered West Indian marsh grass.

Freshwater Marsh, Disturbed (0-24% Exotics) (FLUCFCS Code 6419 E1)
This herbaceous wetland community has an open canopy and sub-canopy. The ground cover vegetation includes maidencane, sandweed (*Hypericum fasciculatum*), pickerelweed (*Pontederia cordata*), arrowhead (*Sagittaria lancifolia*), beaksedge, alligator flag (*Thalia geniculata*), and rush fuirena (*Fuirena scirpoides*) with scattered torpedograss (*Panicum repens*) and West Indian marsh grass.

2.2 Upland Habitats

Shrub and Brushland, Disturbed (0-24% Exotics) (FLUCFCS Code 3209 E1)
This upland community contains an open canopy with scattered slash pine, melaleuca, and cabbage palm. The sub-canopy consists of slash pine, wax myrtle, dahoon holly, and myrsine. The ground cover includes bahiagrass (*Paspalum notatum*), wiregrass (*Aristida stricta*), chalky bluestem (*Andropogon virginicus*), and saw palmetto (*Serenoa repens*).

Shrub and Brushland, Disturbed (25-49% Exotics) (FLUCFCS Code 3209 E2)
This upland community is similar to FLUCFCS Code 3209 E1 except with a higher percentage of melaleuca and Peruvian primrose willow in the sub-canopy.

Palmetto Prairie, Disturbed (0-24% Exotics) (FLUCFCS Code 3219 E1)
The canopy and sub-canopy of this upland community contain scattered slash pine, wax myrtle, and saltbush. The ground cover is dominated by saw palmetto.

Pine Flatwoods, Disturbed (0-24% Exotics) (FLUCFCS Code 4119 E1)
This upland community has a canopy that is dominated by slash pine with scattered melaleuca and cabbage palm. The sub-canopy consists of slash pine, dahoon holly, Brazilian pepper, melaleuca, and myrsine. The ground cover is dominated by saw palmetto with wiregrass, chalky bluestem, grapevine (*Vitis rotundifolia*), and greenbrier (*Smilax auriculata*).

3.0 EXISTING HABITATS PROPOSED FOR INDIGENOUS VEGETATION RESTORATION

The following are the existing on-site wetland and upland habitats proposed for indigenous vegetation restoration.

3.1 Wetland Habitats

Cypress, Disturbed (76-100% Exotics) (FLUCFCS Code 6219 E4)
This wetland community type is similar to FLUCFCS Code 6219 E1 except with a much higher percentage of West Indian marsh grass in the ground cover.

Disturbed Land, Hydric (FLUCFCS Code 7401)
This wetland plant community has an open canopy and sub-canopy. The ground cover includes bushy bluestem, torpedograss, musky mint (*Hyptis alata*), knotroot foxtail (*Setaria parviflora*), and maidencane.

3.2 Upland Habitats

Shrub and Brushland, Disturbed (76-100% Exotics) (FLUCFCS Code 3209 E4)
This upland community is similar to FLUCFCS Code 3209 E2 except with a higher percentage of melaleuca and Peruvian primrose willow in the sub-canopy.

Disturbed Land (FLUCFCS Code 740)
This upland plant community has an open canopy and sub-canopy with scattered cabbage palm. The ground cover includes dog fennel (*Eupatorium capillifolium*), ragweed (*Ambrosia artemisiifolia*), sandspur (*Cenchrus* sp.), caesarweed (*Urena lobata*), knotroot foxtail, shrubby false buttonweed (*Spermacoce verticillata*), torpedograss, smutgrass (*Sporobolus indicus*), hairy beggar-ticks (*Bidens pilosa*), cogongrass (*Imperata cylindrica*), and bahiagrass.

Road (FLUCFCS Code 814)
This land use includes an unvegetated gravel road.

4.0 METHOD AND FREQUENCY OF PRUNING AND TRIMMING

Exotic removal is scheduled to begin after the applicable permits and approvals have been attained. After the initial removal of exotics, semi-annual inspections of the preserves will occur for the first two years. During these inspections, the Project area 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 (i.e., less than five percent cover), inspections of the Project area will be conducted annually. Prior to any preserve maintenance, Lee County Division of Environmental Sciences (DES) staff will be notified.

5.0 METHODS TO REMOVE AND CONTROL EXOTIC AND NUISANCE PLANTS

Exotic and nuisance vegetation on the Project will be treated by hand methods. Exotics to be treated include, but are not limited to, melaleuca and Brazilian pepper. The preserves will be maintained free of invasive exotics listed in Table 1 in perpetuity. Access to the preserves will be through the development areas adjacent to the preserves.

Table 1. Prohibited Invasive Exotics

Common Name	Scientific Name
Air potato	*Dioscorea alata*
Australian pines	All *Casuarina* species
Bishopwood	*Bischofia javanic*
Brazilian pepper	*Schinus terebinthifolius*
Carrotwood	*Cupaniopsis anacardioides*
Chinese tallow	*Sapium sebiferum*
Cork tree	*Thespesia populnea*

Table 1. (Continued)

Common Name	Scientific Name
Cuban laurel fig	*Ficus microcarpa*
Downy rose myrtle	*Rhodomyrtus tomentosus*
Earleaf acacia	*Acacia auriculiformis*
Japanese climbing fern	*Lygodium japonicum*
Java plum	*Syzygium cumini*
Melaleuca	*Melaleuca quinquenervia*
Murray red gum	*Eucalyptus camaldulensis*
Old World climbing fern	*Lygodium micorphyllum*
Rose apple	*Syzygium jambos*
Rosewood	*Dalbergia sissoo*
Tropical soda apple	*Solanum viarum*
Wedelia	*Wedelia trilobata*
Weeping fig	*Ficus benjamina*
Woman's tongue	*Albizia lebbeck*

Hand treatment will be either felling of exotic trees, hand removal, and herbicide treatment of the stumps; or hand pulling. The hand 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 tomentosa*); (4) foliar application of approved herbicide or hand pulling of exotic seedlings; and (5) foliar application of approved herbicide to nuisance grasses.

In areas where the density of exotic vegetation exceeds 50 percent, cuttings will either be removed from the site or stacked in piles at approximately 100 foot intervals. If left on the site, smaller cuttings will be stacked butt end to the ground into a nearly vertical position (i.e., teepee method). Larger cuttings will be cut and stacked side by side into an area approximately six feet on a side. Cuttings will be stacked perpendicular to the previous layer up to a height of approximately four feet (i.e., log cabin method).

6.0 DEBRIS REMOVAL

Debris will be hand removed from within the on-site preserves.

7.0 INDIGENOUS VEGETATION RESTORATION

Indigenous vegetation restoration will be conducted in areas not meeting indigenous vegetation requirements after exotic vegetation removal. Indigenous vegetation restoration areas are identified in Appendix A. Approximately 37.09 acres of disturbed uplands and roadways will be restored to indigenous habitats and will be planted per the specifications provided in Table 2. Plantings will be appropriate to the type of habitat being restored.

In addition to the 37.09± acres of disturbed land to be restored, there are 5.31± acres of native habitat types within the overall preserve area that contain greater than 75 percent coverage by exotic vegetation and 2.17± acres of disturbed wetlands that will be restored. Exotic vegetation will be removed in these areas and they will be allowed to naturally recruit with native plant species. If natural recruitment is not successful in these areas after two years, plantings will be installed in accordance with Table 2.

Within the disturbed upland and roadway areas to be restored (37.09± acres), uplands will comprise approximately 21.09 acres, with wetlands comprising the remaining 16.00± acres of the total restoration area. The restoration will be designed in concert with the Project's surface water management system and will help enhance the hydrology of the overall conservation area. The restoration design may also include a recreational trail system for use by the Project's residents. The recreational trail system may include boardwalks and pervious paths not to exceed eight feet in width. Material for the proposed preserve trail shall consist of pervious material (e.g. mulch, gravel, pervious concrete or similar). Final material type will be confirmed with Lee County DES staff prior to construction. The location of the proposed elevated boardwalk and pervious recreational trail is depicted on Appendix A.

The restoration activities will commence concurrent with the issuance of the first vegetation permit and must be completed within 18 months. Initially, the disturbed land and roads will be mechanically cleared and graded to match the elevation of adjacent natural areas. Once the grading activities are completed, native tree, shrub, and ground cover plantings will be installed in some areas while others will be allowed to naturally recruit. The goal of the restoration areas is to achieve native plant communities including, but not limited to, pine forest and freshwater marsh. The marsh areas will serve as foraging habitat for a variety of listed wading bird species including the wood stork (*Mycteria americana*). The proposed marsh areas will provide foraging habitat for listed wading birds and wood storks as water levels recede and concentrate prey items.

Table 2 includes a list of plants that will be utilized within the restoration areas. Plantings may be clustered throughout the restoration areas; however, the total number of species planted will remain consistent with the planting densities outlined in Table 2. Restoration plantings will be evaluated with Lee County DES staff after exotic vegetation removal.

For the upland restoration areas, tree plantings will include primarily slash pine; although, some live oak (*Quercus virginiana*) and laurel oak trees may be utilized. Shrub plantings will consist of a minimum of three of the species listed in Table 2. Ground cover plantings will include a minimum of four of the species listed in Table 2.

For the wetland restoration areas, tree plantings will include both species listed in Table 2. Ground cover plantings will include a minimum of five of the species listed in Table 2.

Table 2. Restoration Plantings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center)
Upland Restoration				
Trees[1]				
Slash pine	*Pinus elliottii*	4-5 to 6 ft.	3-7 gal.	15 ft.
Live oak	*Quercus virginiana*	4-5 to 6 ft.	3-7 gal.	15 ft.
Laurel oak	*Quercus laurifolia*	4-5 to 6 ft.	3-7 gal.	15 ft.
Shrubs				
Wax myrtle	*Myrica cerifera*	3 ft.	1 gal.	10 ft.
Myrsine	*Rapanea punctata*	3 ft.	1 gal.	10 ft.
Saltbush	*Baccharis halimifolia*	3 ft.	1 gal.	10 ft.
Saw palmetto	*Serenoa repens*	3 ft.	1 gal.	10 ft.
Ground Cover				
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	1 gal.	3 ft.
Little blue maidencane	*Amphicarpum muhlenbergianum*	12 in.	1 gal.	3 ft.
Wiregrass	*Aristida stricta*	12 in.	1 gal.	3 ft.
Muhlygrass	*Muhlenbergia capillaris*	12 in.	1 gal.	5 ft.
Cordgrass	*Spartina bakeri*	12 in.	1 gal.	5 ft.
Wetland Restoration				
Trees[2]				
Bald cypress	*Taxodium distichum*	4-5 ft.	3 gal.	40 ft.
Red maple	*Acer rubrum*	4-5 ft.	3 gal.	40 ft.
Ground Cover				
Cordgrass	*Spartina bakeri*	12 in.	2 in.	5 ft.
Maidencane	*Panicum hemitomon*	12 in.	2 in.	5 ft.
Spikerush	*Eleocharis interstincta*	12 in.	2 in.	5 ft.
Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	5 ft.
Fireflag	*Thalia geniculata*	12 in.	2 in.	5 ft.
Pickerelweed	*Pontederia cordata*	12 in.	2 in.	5 ft.
Sagittaria	*Sagittaria lancifolia*	12 in.	2 in.	5 ft.

[1]Thirty percent of the upland restoration tree plantings will consist of six-foot high, seven gallon trees and 70 percent of the upland restoration tree plantings will consist of four- to five-foot high, three gallon trees.
[2]Wetland tree plantings will be clustered randomly along the edge of the wetland restoration area as to not preclude open foraging habitat for listed wading bird species.

Table 3 provides a breakdown of the total upland and wetland planting quantities.

Table 3. Restoration Planting Quantities[1]

Planting Stratum	Upland Restoration	Wetland Restoration
Trees	4,092[2]	162
Shrubs	9,195	-
Ground Cover	69,444[3]	27,878

[1]Planting quantities are based on planting 21.09± acres of upland restoration and 16.00± acres of wetland restoration.
[2]Includes 1,228 six-foot high, seven gallon trees and 2,864 four- to five-foot high, three gallon trees.
[3]Per the minimum selection criteria of four ground cover species, planting quantity is based on two species planted on three-foot centers (51,062) and two species planted on five-foot centers (18,382).

Seeding to establish upland ground cover may be used as an alternative to installing ground cover plantings within the upland restoration areas. After the ground surface has been mechanically cleared and graded, one to two herbicide applications will be conducted to eliminate undesirable ground cover species. After the herbicide has been successfully applied, the ground surface will be prepared for seeding using a disking and rolling method. Once the ground surface has been fully prepared, seeding with native ground cover will occur in the upland restoration areas. 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. Upland tree and shrub species will be planted in accordance with Table 2 after seeding has established a native ground cover. Supplemental ground cover planting will be conducted in accordance with Table 2 in areas where the seeding does not establish appropriately.

8.0 MONITORING REPORTS

A monitoring report documenting the initial condition of the restoration areas will be submitted to DES staff prior to development order approval. A similar report will be submitted to DES staff after the initial restoration and exotic removal activities have been completed and prior to Certificate of Compliance approval. Reports will also include a brief description of anticipated maintenance work to be conducted over the next year. The results of quantitative vegetation monitoring conducted in the restored uplands and wetlands, as well as a list of observed wildlife species, will also be included.

The applicant will submit five annual monitoring reports describing the conditions of the restoration areas pursuant to Condition No. 19 of Resolution Z-12-021. The monitoring reports will include mortality, estimated causes of mortality, growth of the vegetation and other factors that demonstrate the functional health of the restored areas, and photo stations.

Periodic inspections will be conducted by Lee County DES staff to ensure the accuracy of the monitoring reports.

9.0 PROTECTED SPECIES MANAGEMENT PLAN

Passarella & Associates, Inc. conducted a Lee County protected species survey on the Project site on September 16 and 19, 2011. The survey was conducted to meet Lee County Land Development Code (LDC) Chapter 10, Article III, Division 8 (Protection of Habitat) standards.

Four Lee County protected species were documented during the September 2011 survey. One American alligator (*Alligator mississippiensis*), one little blue heron (*Egretta caerulea*), two Big Cypress fox squirrels (BCFS) (*Sciurus niger avicennia*), and one Florida black bear (*Ursus americanus floridanus*) were observed on the property. The American alligator was observed in the Freshwater Marsh, Disturbed (0-24% Exotics) (FLUCFCS Code 6419 E1) community, located on the east property boundary. The BCFSs were observed in the Cypress/Pine/Cabbage Palm, Disturbed (0-24% Exotics) (FLUCFCS Code 6249 E1) and Pine Flatwoods, Disturbed (0-24% Exotics) (FLUCFCS Code 4119 E1) communities near the south-central portion of the parcel. The black bear was observed in the Pine Flatwoods, Disturbed (0-24% Exotics) (FLUCFCS Code 4119 E1) community in the southeastern portion of the property. Black bear scat and a scratch tree were observed in the southwestern portion of the property.

The proposed management plan for the above species includes the preservation and enhancement of the on-site indigenous wetland habitat areas as outlined in this management plan.

9.1 American Alligator Management Plan

The following plan outlines the protection guidelines that will be implemented for the American alligator during the construction phases for the Project. The plan identifies the procedures taken, such as the use of signage to avoid the feeding or harassing of American alligators located on the mine property. The plan has been prepared following the guidelines established by Lee County for the protection of the American alligator and per Lee County LDC Section 10-474.

9.1.1 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 salt water. 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 whatever is readily available. Larger individuals often prefer carrion to fresh meat.

The American alligator is listed as a Federally-Designated Threatened species (by similarity of appearance) by the State of Florida. Only representatives of the Florida Fish and Wildlife Conservation Commission (FWCC) are empowered to handle nuisance alligators.

9.1.2 American Alligator Management

High-quality American alligator habitat will be provided throughout the property through wetland preservation, enhancement, and restoration. The preserve areas contain wetlands that will serve as potential foraging and nesting habitats. Invasive exotic removal will result in wetland preserves that are more suitable as habitat, and provide suitable habitat for American alligator prey species. Littoral planting areas will be installed along lake edges and will provide additional foraging habitat. Lighting from the development portions of the Project will not directly illuminate the preserve habitats to ensure against disturbance. In addition, signs will be posted around the perimeter of the existing and proposed lakes. The signs will be posted to instruct on-site workers not to feed or harass the American alligator. The signs will indicate that the offense is punishable by law. The approximate locations of the signs are depicted on Appendix A and typical signage is attached as Appendix B.

9.2 Wading Bird Management Plan

This habitat management plan has been prepared for the purpose of addressing the conservation of potential wading bird habitat on the Project. One little blue heron was observed during the protected species surveys, and 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 (*Grus canadensis pratensis*) may utilize the wetlands on the property.

Extensive foraging areas will be provided throughout the property through wetland preservation, enhancement, and restoration. The conservation areas contain wetlands that will serve as potential foraging and nesting habitats for wading birds. In addition, approximately six acres of littoral planted shelf will be created along the existing lake edge that will provide foraging opportunity for wading birds. Invasive exotic removal will result in upland and wetland preserves that are more suitable as foraging habitats, as well as making the wetlands better for roosting. Littoral planting areas will be installed along lake edges and

will provide additional foraging habitat for protected wading birds. Lighting from the development portions of the Project will not directly illuminate the preserve habitats to ensure against disturbance.

9.3 Big Cypress Fox Squirrel Management Plan

The goal of the management plan is to protect active nest sites and maintain suitable BCFS habitat on-site after development. This will be accomplished through pre-construction surveys and the preservation and enhancement of existing suitable habitat. Preserves will incorporate both upland and wetland habitats. Long-term management will be implemented to ensure that the exotic vegetation does not reinvade the preserves and the BCFS habitat is maintained in open park-like conditions. Lighting from the development portions of the Project will not directly illuminate the preserve habitats to ensure against disturbance.

9.3.1 Biology

The BCFS 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 BCFS. BCFSs prefer to feed on the male and female cones of the slash pine. A smaller percentage of the diet may consist of seasonal fruits, berries, and seeds (Humphrey 1992).

- BCFSs often form platform nests in pines and hardwoods and moss and stick nests in cypress (*Taxodium* sp.), tops of cabbage palms, and large clumps of bromeliads (*Tillandsia* sp.). 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).
- BCFSs 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 (Humphrey 1992).

9.3.2 Pre-Construction Surveys

- A qualified ecologist will be on-site to supervise BCFS management and monitoring activities as detailed in this plan. Prior to commencement of clearing activities, a survey will be conducted in areas to be cleared to identify potential BCFS nests. If potential nests are identified within the clearing limits, observations will be conducted for five consecutive days to determine if the nests are being utilized by BCFSs. Clearing near an active BCFS nest tree will occur no closer than 125 feet. No clearing will occur within the established buffer of an active BCFS nest tree.

- After nesting is complete and observations document that juvenile squirrels have left the nest, a written request to remove the nest shall be made to the FWCC. After receipt of the written authorization from the FWCC, the nest tree and buffer can then be cleared.

9.4 Florida Black Bear and Florida Panther Management Plan

The preserve areas within the Project boundary will be restored, enhanced and preserved. Enhancement activities will provide higher quality habitat for the Florida black bear than exist in the currently degraded condition. The large preserve area in the south and southeastern portion of the site is contiguous to off-site habitats and will provide a potential corridor for the Florida black bear. Additionally, the management activities associated with the Florida black bear will also benefit the Florida panther (*Puma concolor coryi*) similarly, due to the location of the Project within Florida panther habitat range.

9.4.1 Florida Black Bear Management

Habitat within the Project preserves will be managed for the Florida black bear through the enhancement, restoration, and preservation of uplands and wetlands to provide quality habitat and wildlife corridors for the Florida black bear and associated prey species. Lighting from the development portions of the Project will not directly illuminate the preserve habitats to ensure against disturbance.

9.4.2 Florida Panther Management

The preserve areas will be restored, enhanced and preserved to provide quality habitat and wildlife corridors for the Florida panther and associated prey species in the same manner as the management plan for the Florida black bear. Lighting from the development portions of the Project will not directly illuminate the preserve habitats to ensure against disturbance.

10.0 HUMAN-WILDLIFE COEXISTENCE PLAN

10.1 American Alligator Human-Wildlife Coexistence Plan

Signs will be posted on the subject property to instruct on-site workers not to feed or harass the American alligator. The signs will indicate that the offense is punishable by law. The approximate locations of the signs are depicted on Appendix A and typical signage is attached as Appendix B.

The attached FWCC educational brochure entitled "A Guide to Living with Alligators" (Appendix C) will be provided to homeowners and maintenance staff. The brochure can be found at http://myfwc.com/media/152524/Alligator_Brochure.pdf.

Construction personnel will be instructed that in the event there is a problem with a persistent nuisance alligator, they will need to contact the FWCC, as that is the only agency empowered to handle nuisance alligators.

10.2 Wading Bird Human-Wildlife Coexistence Plan

A brochure prepared by Passarella & Associates, Inc. entitled "Wading Bird Informational Pamphlet" (Appendix D) will be provided to homeowners and maintenance staff. The brochure provides wading bird information and methods to prevent human-wading bird interactions.

10.3 Big Cypress Fox Squirrel Human-Wildlife Coexistence Plan

Problematic encounters between future residents and BCFSs are not anticipated. Restricted resident access to the preserves through signage, as well as the typical nest location high within the tree canopy, will ensure against disturbance to fox squirrel nests.

10.4 Florida Black Bear Human-Wildlife Coexistence Plan

The attached FWCC educational brochure entitled "A Guide to Living in Bear Country" (Appendix E) will be provided to homeowners and maintenance staff. This brochure may be found at http://myfwc.com/wildlifehabitats/managed/bear/brochures/.

In addition, bear-proof dumpsters will be used in areas where communal garbage is collected. Attached is a list of companies obtained from the FWCC that provide bear-proof garbage containers for commercial and residential use (Appendix F). Bear proof 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-proof dumpsters will be purchased from one of the listed companies or another company that is able to provide bear-proof dumpsters which are compatible with local equipment.

10.5 Florida Panther Human-Wildlife Coexistence Plan

The attached educational brochure entitled "A Guide to Living with Florida Panthers" (Appendix G), prepared by the FWCC and the U.S. Fish and Wildlife Service, will be provided to homeowners and maintenance staff. This brochure provides safety tips and instructions for panther encounters. The brochure may be found on the FWCC website located at http://myfwc.com/conservation/you-conserve/wildlife/panthers/.

11.0 PRESERVE SIGNAGE

Signage shall be placed around preserve areas to identify and protect the preserves during construction. The signs shall be no closer than ten feet from residential property lines, be

limited to a maximum height of four feet and a maximum size of two square feet, and otherwise comply with Section 5.06.00 of the LDC. Maximum sign spacing shall be 300 feet. Signs identifying the preserve as a "nature preserve area" will be installed along the boundary of the preserve. The signage should include language stating, "No dumping allowed." The approximate locations of the preserve signs are depicted on Appendix A and a typical preserve sign is attached as Appendix B.

12.0 REFERENCES

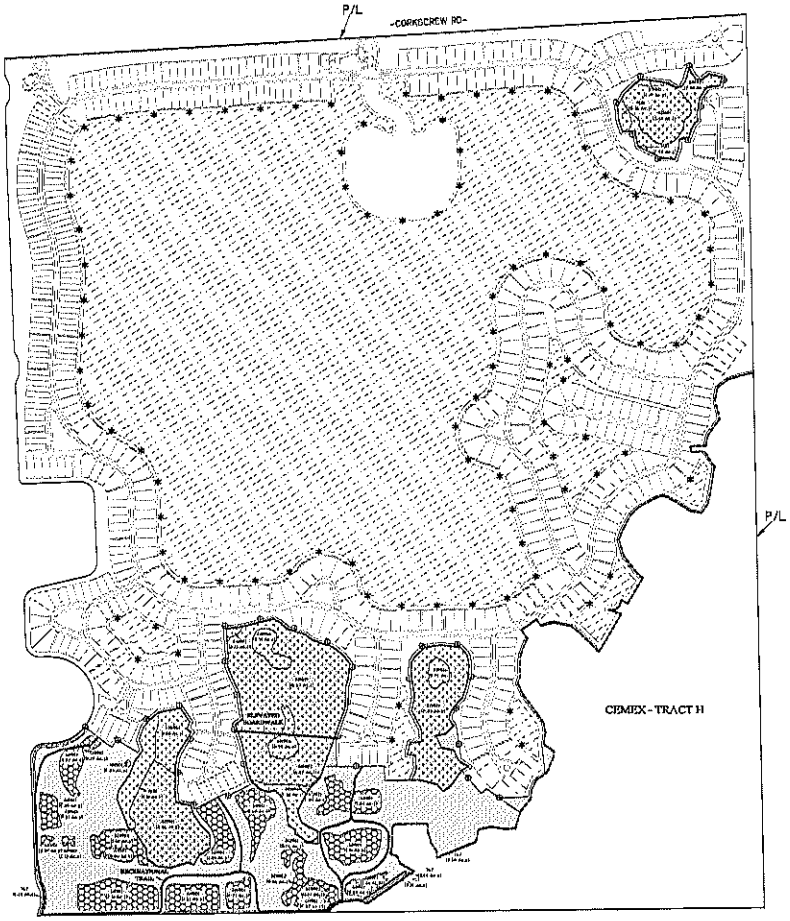
Florida Department of Transportation. 1999. Florida Land Use, Cover and Forms Classification System. Procedure No. 550-010-001-a. Third Edition.

Humphrey, S.R. 1992. Rare and Endangered Biota of Florida. Volume 1. Mammals. University Press of Florida, Gainesville, Florida.

APPENDIX A

INDIGENOUS PRESERVE MAP

SCALE: 1" = 400'



LEGEND:

- WETLAND PRESERVE (41.03 AC.±)
- UPLAND PRESERVE (20.93 AC.±)
- INDIGENOUS VEGETATION PRESERVE (64.48 AC.±)
- INDIGENOUS VEGETATION RESTORATION (43.74 AC.±)
- ADDITIONAL UPLAND PRESERVE / BUFFER NOT REQUIRED BY LEE COUNTY ZONING RESOLUTION NO.Z-12-021 (6.62 AC.±)
- EXISTING AREA UNDER CONSERVATION EASEMENT - PER SFWMD PERMIT NO.36-03256-P (41.32 AC.±)
- TRACT H BOUNDARY
- ELEVATED BOARDWALK
- RECREATIONAL TRAIL
- APPROXIMATE LOCATION OF AMERICAN ALLIGATOR SIGNAGE
- APPROXIMATE LOCATION OF PRESERVE SIGNAGE

NOTES:

PROPERTY BOUNDARY PER BANKS ENGINEERING, INC DRAWING No.11CORKSCREW-WOODS-SITE-PLAN-06-13-12 DATED JUNE 28, 2012.

SITE PLAN PER J.R. EVANS ENGINEERING, P.A. DRAWING NO. CORKSCREW SHORES BASE 2013-05-03.DWG DATED MAY 3, 2013.

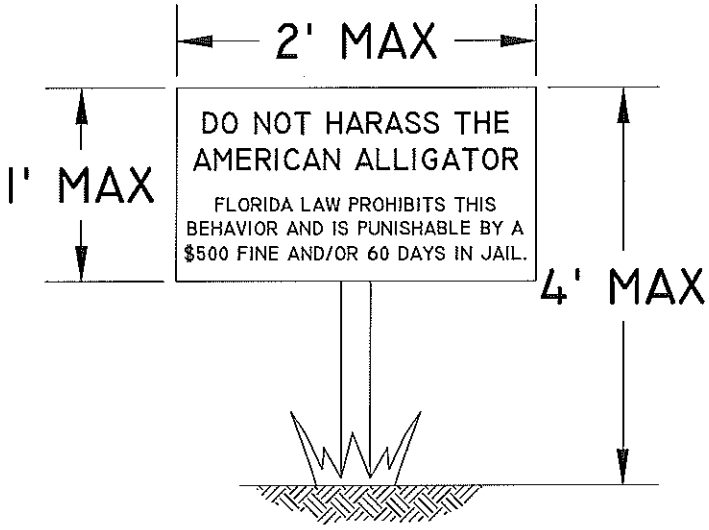
FLUCFCS LINES ESTIMATED FROM 1"=200' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

REVISIONS	DATE	DRAWN BY	DATE	13620 Metropolis Avenue Suite 200 Fort Myers, Florida 33912 Phone (239) 274-0067 Fax (239) 274-0069	PASSARELLA & ASSOCIATES INC	CORKSCREW SHORES INDIGENOUS PRESERVE MAP	DRAWING No.
		H.H.	5/21/13				11CPL2065
		DESIGNED BY	DATE				SHEET No.
		S.J.	5/21/13				APPENDIX A
		REVIEWED BY	DATE				

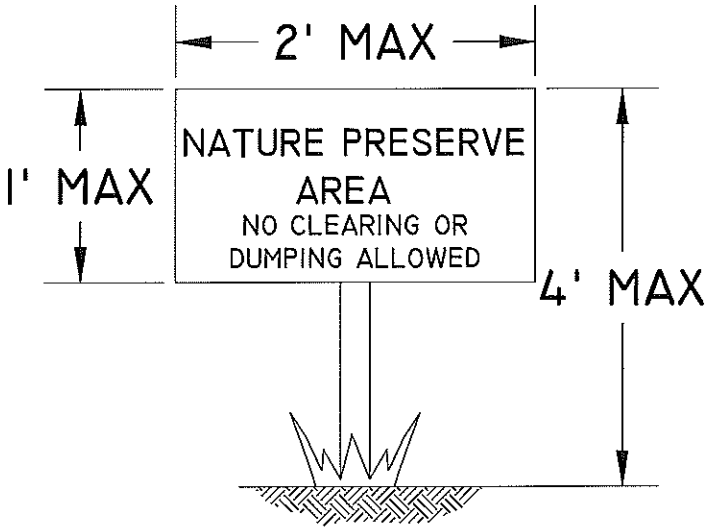
APPENDIX B

AMERICAN ALLIGATOR MANAGEMENT AND PRESERVE SIGNAGE



TYPICAL AMERICAN ALLIGATOR SIGNAGE

N.T.S.



TYPICAL PRESERVE SIGNAGE

N.T.S.

APPENDIX B. AMERICAN ALLIGATOR MANAGEMENT AND PRESERVE SIGNAGE
CORKSCREW SHORES

DRAWN BY	DATE
H.H.	5/21/13
REVIEWED BY	DATE
S.J.	5/21/13
REVISED	DATE

PASSARELLA & ASSOCIATES INC

APPENDIX C

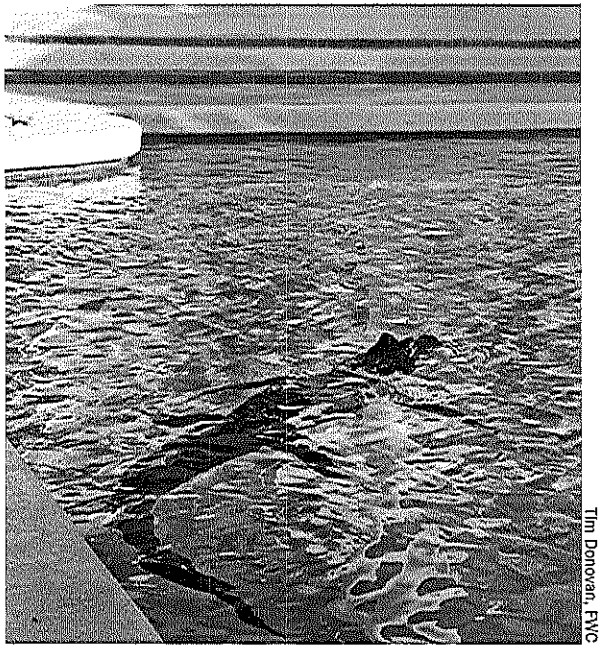
AMERICAN ALLIGATOR INFORMATIONAL PAMPHLET

- 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.



Tim Donovan, FWC

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

Janice Plain

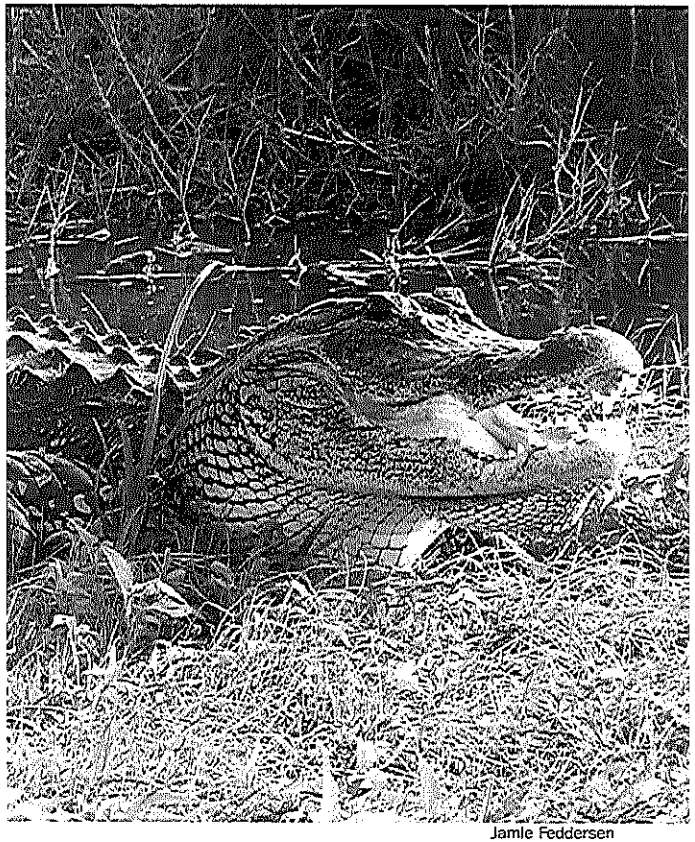
To report nuisance alligators call
866-FWC-GATOR (866-392-4286).

MyFWC.com/Alligator

REWARD
Report Fish & Wildlife Violations
1-888-404-3922

Printed on recycled content. 02/2012

A Guide to Living with Alligators



Jamie Feddersen

Florida Fish and Wildlife Conservation Commission
MyFWC.com

Lizabeth West, FWC

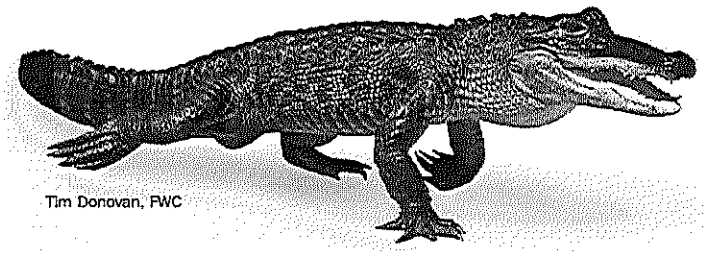
Do not swim outside of posted swimming areas or in waters that may be inhabited by alligators.

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.



Tim Donovan, FWC

Alligators and People

Alligators are a fundamental part of Florida's wetlands, 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 most Floridians understand that we have alligators living in our state, 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 (866-392-4286). Please be aware, nuisance alligators are killed, not relocated.

- 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.

Tim Donovan, FWC

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

APPENDIX D

WADING BIRD INFORMATIONAL PAMPHLET

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

Promptly notify the FWCC 1-888-404-FWCC

<u>Tips for living with wading birds</u>

- 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.

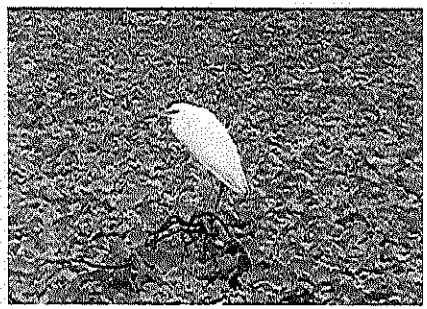
Prepared By:

PASSARELLA & ASSOCIATES INC

Consulting Ecologists

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

WADING BIRD INFORMATIONAL PAMPHLET



CORKSCREW SHORES

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.

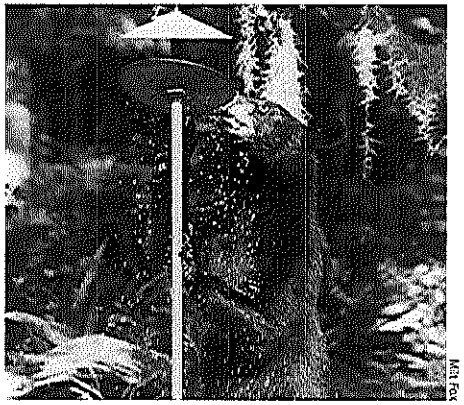
Wading birds feed in shallow water areas where prey is most concentrated. They feed by spearing prey with their bills or by straining small species out of the water and sediment. Prey may include small fish, invertebrates or other aquatic organisms. Wading birds have also been known to consume snakes,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

APPENDIX E

FLORIDA BLACK BEAR INFORMATIONAL PAMPHLET



Milt Fox

Discouraging bears at home

Properly storing or securing residential garbage and other attractants is a proven method of discouraging bears and preventing bear problems around homes, farms and neighborhoods.

The following items attract bears and should be protected by an electric fence, wildlife resistant containers 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

Help conserve black bears by purchasing a Conserve Wildlife license plate at your local tax collector's office or online at BuyAPlate.com.

Secure common bear attractants

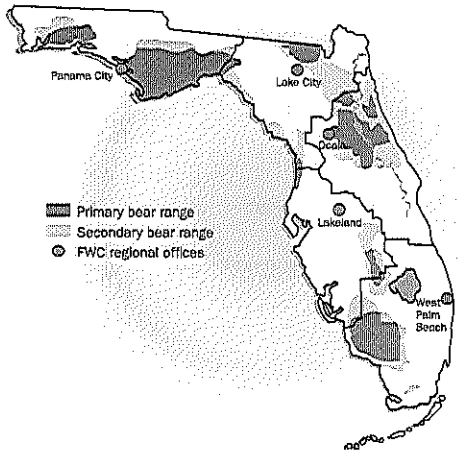
- Use electric fencing to protect gardens, compost piles, apiaries and livestock.
- Store garbage and recyclables in bear-resistant containers or in a secure area until morning of pick up.
- Feed pets indoors or bring food dishes inside before dark. Store pet and livestock feed in bear-resistant containers.
- Remove bird and wildlife feeders. Ensure the area is free of all seed, corn or other wild animal feed.
- Keep orchards and gardens tidy. Remove rotten fruit and harvest all nuts, fruits and vegetables when ripe.
- 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 grades 3-8 and offers a comprehensive series of lessons on Florida's black bear.

To learn more about black bears and for tips on how to reduce bear attractants, as well as instructions for electric fencing, suggestions for bear-resistant containers, information about the Conserve Wildlife license tag or the curriculum guide, visit MyFWC.com/bear.

Jessica Tuck

Bear ranges 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

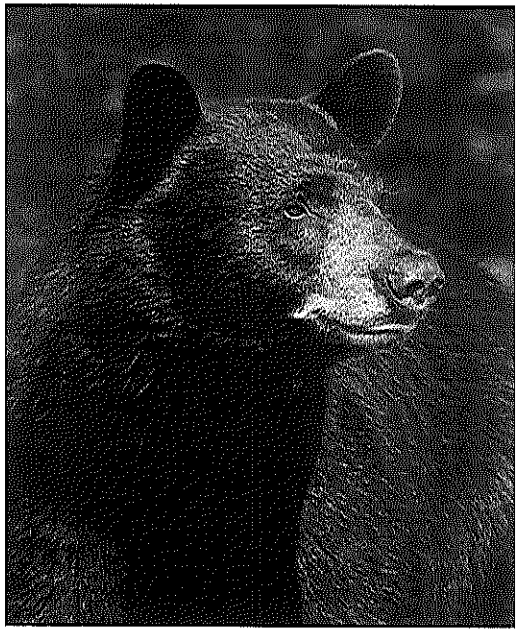
If you suspect illegal activity, call FWC's Wildlife Alert Hotline at 1-888-404-3922.

Cover photo by Ashley Hockenberry

Florida Fish and Wildlife Conservation Commission
MyFWC.com

printed on recycled paper

A guide to living in **bear country**



Florida Fish and Wildlife Conservation Commission
MyFWC.com

Ashley Hockenberry

If you live in Florida, you should know

Black bears are at a crossroads in the Sunshine State. Since the 1980s, Florida's bear population has been increasing in most areas of the state while the human population is rapidly expanding. As a result, bears and humans are encountering each other more than ever.

Calls to the Florida Fish and Wildlife Conservation Commission (FWC) about black bear and human encounters have increased from 1,000 in 2001 to over 2,500 in 2008. The most common calls refer to bear sightings and bears in 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.

However, when black bears have access to pet food, garbage, birdseed, livestock feed or other sources of food, they quickly learn to associate people with food. Bears often are fed by humans, either intentionally or unintentionally. Once they become more comfortable around people, that familiarity may become a problem for both people and bears. Those bears are often 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 "wilderness area where they won't bother anyone." Unfortunately, areas that are large and remote enough for bears to avoid people are rare in Florida. 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 that do remain in the relocation area often exhibit the same behavior, which just shifts 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 that will discourage bears from becoming a problem. The FWC is committed to ensuring the long-term well-being of the black bear, while addressing the property damage and safety concerns of residents and visitors.

Charles Towne

Ashley Hockenberry

If a bear comes into your yard

If you encounter a 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 possible.
- 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 the bear. Back away slowly into a house, car or building.
- Report any bear that is threatening the safety of humans, pets or livestock, or causing property damage, to the FWC (see back panel).

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

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!

Did you know?

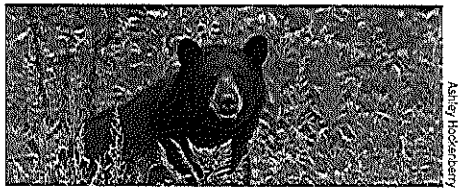
Black bears are shy animals and generally not agressive towards people. When a bear stands on its hind legs, it is merely trying to get a better view, rather than acting in a threatening way. A bear may huff, snap its jaws and swat the ground if it feels threatened.

Black bears might "bluff charge" when cornered, threatened or stealing food. Stand your ground and then slowly back away. Always respect bears – they are large and powerful wild animals.

The bear facts

Black bears are the only species of bear in Florida and they once roamed the state's entire 34.5 million acres.

- FWC biologists estimate there are 2,500-3,000 black bears in Florida.
- Florida bears are black with a brown muzzle and may have a white chest marking called a blaze.
- Adult black bears weigh 150-400 pounds; males are usually larger than females. The largest male bear on record in Florida weighed 624 pounds; the largest female weighed 342 pounds.
- Female bears have their first litter at about 3½ 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 about seven months later, in late January or early February.
- Bears of all ages are excellent climbers and will climb trees when they are frightened.
- About 80 percent of a black bear's diet comes from plants (e.g., fruits, nuts, berries), 15 percent from insects and 5 percent from meat.



Ashley Hockenberry

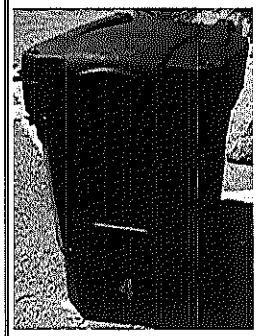
APPENDIX F

FWCC LIST OF BEAR-PROOF GARBAGE CONTAINERS

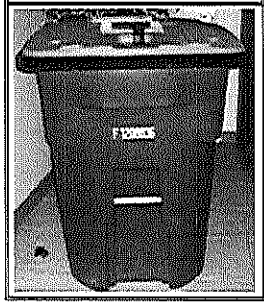
BEAR RESISTANT TRASH CONTAINERS (Updated October 2012)

Bear Management Program

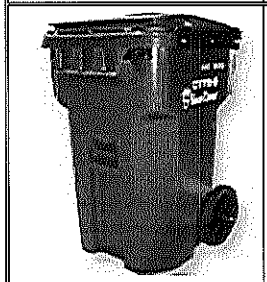
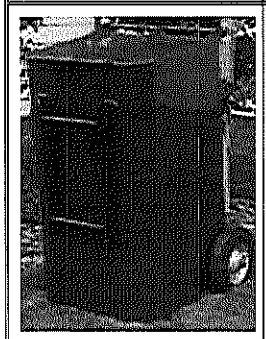
Residential Poly Carts *WITH* automatic locking lids *AND* designed for fully-automated waste pick-up

	Company	Contact Info/ Testing Status	Size	Minimum order	Price *per* container without shipping	Shipping *To Tallahassee, FL	Estimated Cost per Container [a]
	Kodiak Products	1-800-519-1172 Info@Kodiak-Products.com http://www.kodiak-products.com/ Passed IGBT [a]	96 gallon	1	Contact Kodiak Products	Contact Kodiak Products	$270.00
			96 gallon	300	Contact Kodiak Products	Contact Kodiak Products	$237.00

Residential Poly Carts and Cans *WITH* automatic locking lids

	Company	Contact Info/ Testing Status	Size	Minimum order	Price *per* container without shipping	Shipping *To Tallahassee, FL	Estimated Cost per Container [a]
	Toter, Inc	Statesville, NC 1-800-424-0422 toter@toter.com http://www.toter.com Passed IGBT [a]	96 gallon	50	$197	$750 (for minimum 50 cans order)	$212.00

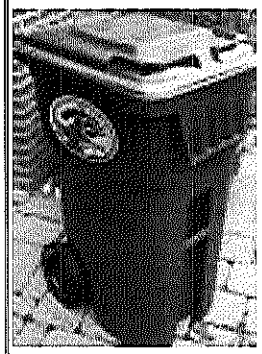
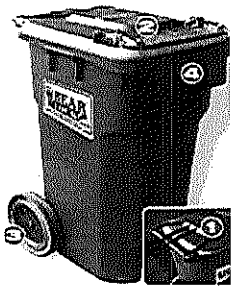
Residential Poly Carts and Cans *WITH* automatic locking lids

	Company	Contact Info/ Testing Status	Size	Minimum order	Price *per* container without shipping	Shipping *To Tallahassee, FL	Estimated Cost per Container [a]
	BearSaver	1-800-851-3887 Fax: 909-605-7780 sales@bearsaver.com http://www.bearsaver.com Passed IGBT [a]	32 gallon	20	Contact BearSaver	Contact BearSaver	Contact BearSaver
			65 gallon	20	$159	$473	$182.65
			96 gallon	24	$170	$863	$205.96
	BearProof Inc	234 S. Golden Dr. Silt, CO 81652 970-309-2460 Fax: 970-876-0420 Info@BearProofInc.com http://www.bearproofinc.com	32 gallon	1	$663 each (for 1-4 cans) $638 each (for 5+ cans)	$291.59	$954.59 – 929.59 [b]
			65 gallon	1	$404 each (for 1-4 cans) $379 each (for 5+ cans)	$237.97	$641.97 – 616.97 [b]
			96 gallon	1	$416 each (for 1-4 cans) $391 each (for 5+ cans)	$265.90	$947.80 – 656.90 [b]

Residential Poly Carts and Cans *WITHOUT* automatic locking lids

	Company	Contact Info/ Testing Status	Size	Minimum order	Price *per* container without shipping	Shipping *To Tallahassee, FL	Estimated Cost per Container [a]
	The Growler	Sanford, FL 407-519-0766 dennisbooth@cfl.rr.com http://www.thegrowlercan.com Passed IGBTP [a]	32 gallon	1	$179 (Discounts if buying >3)	Free in central FL or $34	$189 in central FL or $221
			64 gallon	1	$189 (Discounts if buying >3)	Free in central FL or $85	$189 in central FL or $274
			95 gallon	1	$209 (Discounts if buying >3)	Free in central FL or $100	$209 in central FL or $309

Residential Poly Carts and Cans *WITHOUT* automatic locking lids

	Company	Contact Info/ Testing Status	Size	Minimum order	Price *per* container without shipping	Shipping* *To Tallahassee, FL	Estimated Cost per Container [b]
	Solid Waste Systems	7855 E. Lark Dr. Parker, CO 80138 Phone: 303-840-3390/ 1-800-944-7973 Fax: 303-840-3460 solidws@comcast.net http://www.bearproofsystems.com/ Passed IGBTP [a]	65 gallon	1	$172	$128	$300
			95 gallon	1	$190	$200	$390
	BEARicuda Bins	1-877-232-7428 Fax: 860-540-0611 kevin@bearicuda.com http://www.bearicuda.com	32 gallon	1	$189 each (for 1-3 cans) $185 each (for 4+ cans)	$75	$226.50 – 222.50[b]
			64 gallon	1	$199 each (for 1-3 cans) $165 each (for 4+ cans)	Contact BEARicuda Bins	Contact BEARicuda Bins
			95 gallon	1	$219 each (for 1-3 cans) $209 each (for 4+ cans)	$169	$303 - $251.25[b]
	DAWG, Inc.	25 Lassy Court Terryville, CT 06786 1-800-935-3294 bgalvin@dawginc.com http://www.dawginc.com Passed IGBTP [a]	32 gallon	1	$183	$67.50 (for 1 can) $412 (for 16 cans)	$250.50 - $208.75[c]
			64 gallon	1	$192	$158 (for 1 can) $439 (for 12 cans)	$350 – 228.60[c]
			95 gallon	1	$208	$186 (for 1 can) $382 (for 8 cans)	$394 – $255.75[c]

Residential Poly Carts and Cans *WITHOUT* automatic locking lids

	Company	Contact Info/ Testing Status	Size	Minimum order	Price *per* container without shipping	Shipping* *To Tallahassee, FL	Estimated Cost per Container [b]
	Bear Proofing-R-US	Phone: 704-435-8297/ 704-466-8010 bearproofing.r.us@gmail.com http://bearproofingr-us.com/	96 gallon	1	$132	$333 if pre-assembled $282 with hardware kit	$465 – 414[d]

[a] Product has passed the Interagency Grizzly Bear Committee Testing Program (IGBTP) with captive bears at the Living with Wildlife Foundation.

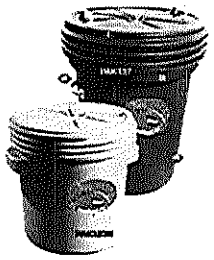
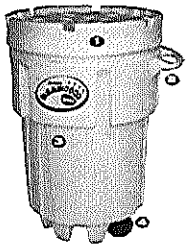
[b] The " Estimated Cost per Container" column is showing = amount for shipping divided by (÷) the minimum amount that has to be purchased plus (+) the price per container. Therefore, it is showing the cost of *one* can. Each company has their own minimum order of cans that has to be purchased. Hence, the price provided in the last column is NOT the total cost of the full order.

[c] Costs depend on the amount of cans being purchased (shipping costs decreases the more cans purchased)

[d] Costs depend on the "type" of order you place (assembled or with hardware kit)

NOTE: all final prices depend on the amount of cans bought, price of gas at the moment of shipping, and the area where it is being shipped.

Residential Poly Carts and Cans WITH screw on lids

	Company	Contact Info	Size	Minimum order	Price *per* container without shipping	Shipping* *To Tallahassee, FL	Estimated Cost per Container [a]
	DAWG, Inc.	25 Lassy Court Terryville, CT 06786 Phone: 800-935-3294 bgalvin@dawginc.com http://www.dawginc.com	20 gallon	1	$38	Contact DAWG, Inc.	Contact DAWG, Inc.
			30 gallon	1	$62	$65 (for 1 can) $461.50 (for 24 cans)	$124 - $78.22 [b]
	BEARicuda Bins	Phone: 877-232-7428 Fax: 860-540-0611 kevin@bearicuda.com http://www.bearicuda.com	50 gallon	1	$235 (for 1-5 cans) $225 (for 6+ cans)	Contact BEARicuda Bins	Contact BEARicuda Bins
			95 gallon	1	$265 (for 1-5 cans) $239 (for 6+ cans)	Contact BEARicuda Bins	Contact BEARicuda Bins
	BEARier Bins	John Burpee 1-888-433-6920 Fax 888-778-5869 info@bearierbins.com	30 gallon	1	$65	Contact BEARier Bins	Contact BEARier Bins

[a] The " Estimated Cost per Container" column is showing = amount for shipping divided by (÷) the minimum amount that has to be purchased plus (+) the price per container. Therefore, it is showing the cost of *one* can.

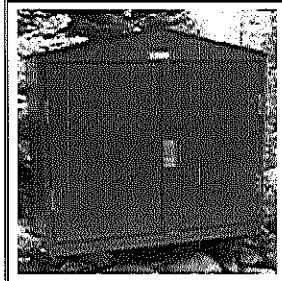
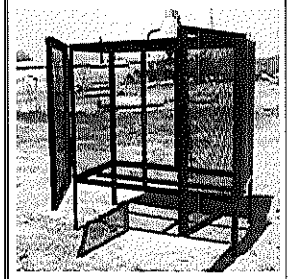
→ Each company has their own minimum order of cans that has to be purchased. Hence, the price provided in the last column is NOT the total cost of the full order.

NOTE: all final prices depend on the amount of cans bought, price of gas at the moment of shipping, and the area where it is being shipped.

Other Recreational / Residential Trash Storage Containers

See the following companies (listed above) for more options: BearSaver, Bear Proof Inc., Bear Proofing-R-US, Bear Proof Systems

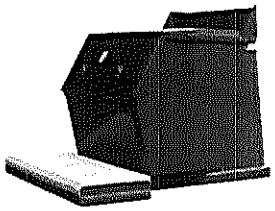
*For shipping costs contact the corresponding company

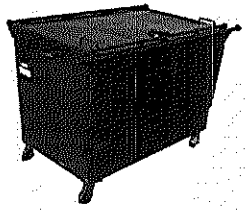
	Company	Contact Info/ Testing Status	Description	Size	Price *per* container without shipping
	**BearGuard**	P.O. Box 89 Tahoe City, CA 96145 Phone/Fax: 530-581-2211 sales@bearguardinfo.com http://www.bearguardinfo.com Passed IGBTP [a]	Metal trashcan enclosure – internal lock with key *closed for the winter months	Holds two 32 gallon round cans	$1,099
				Holds two 32 gallon rectangular cans	$999
	Haul-All Equipment Ltd.	1-888-428-5255 Fax: 403-328-9956 sales@haulall.com http://www.haulall.com/contain.htm Passed IGBTP [a]	Metal trashcan enclosure – with automatic latching door	Holds two 32 gallon round cans	Contact company for pricing
	**Smoky Metal Works**	1014 Old Knoxville Hwy Sevierville, TN 37862 965-908-4248 sam@smokymetalworks.com www.smokymetalworks.com	Wire mesh metal - trashcan enclosure *with* clip or lock on door	Holds two 32 gallon round cans	$375

[a] Product has passed the Interagency Grizzly Bear Committee Testing (IGBT) Program with captive bears at the Living with Wildlife Foundation

Animal Resistant Dumpsters

There are many more companies who sell animal resistant dumpsters, this is just a sample.
All companies listed passed the Interagency Grizzly Bear Committee Testing Program with captive bears at the Living with Wildlife Foundation.
For shipping costs, please contact the corresponding company.

	Company	Contact Info/ Testing Status	Description	Design	Price *per* container without shipping
	Capital Industries, Inc.	5801 Third Avenue South Seattle, WA 98108 1-800-967-8585 / 206-762-8585 Fax: 206-762-5455 sales@capitalind.com http://www.capitalind.com/main/	Metal Containers & Lids	Various - 2, 4, and 6 cubic yard	contact company for pricing
	**Haul-All Equipment Ltd.**	1-888-428-5255 Fax: 403-328-9956 sales@haulall.com http://www.haulall.com/contain.htm	Metal Containers & Lids	Various - 2, 4, and 6 cubic yard	contact company for pricing

	Company	Contact Info/ Testing Status	Description	Design	Price *per* container without shipping
	**Robertson Enterprises**	Robertson Enterprises P.O. Box 1711 Cody, WY 82414 307-587-2925 ext:12 http://robertsonenterprises.net/	Metal Containers & Lids	Various - 2, 4, and 6 cubic yard	contact company for pricing
	Colorado Correctional Industries	2862 S. Circle Dr. Colorado Springs, CO 80906 1-800-685-7891 http://www.coloradoci.com	Metal Containers & Lids	Various - 2, 4, and 6 cubic yard	contact company for pricing
	Jamestown Advanced	Jamestown Advanced Products Corporation 2855 Girts Rd. Jamestown, NY 14701 1-800-452-0639 http://www.jamestownadvanced.com/	Metal Containers & Lids	Various - 2, 4, and 6 cubic yard	contact company for pricing
	UltraTec.	7278 Justin Way Mentor, OH 44060 1-800-585-8723 http://www.industrialinterface.com/company/waste/987/ultratech-international-inc/	Metal Containers & Lids	Various - 2, 4, and 6 cubic yard	contact company for pricing
	Enterprise Sales	540 Southeast 9th Avenue Ontario, OR 97914-3866 541-889-5541	Metal Containers & Lids	Various - 2, 4, and 6 cubic yard	contact company for pricing

APPENDIX G

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.

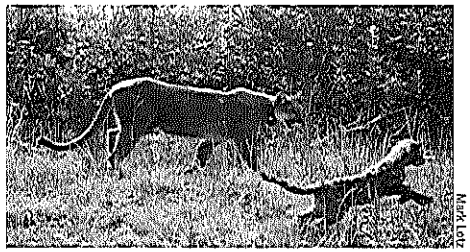
Keep children within sight and close to you, especially outdoors between dusk and dawn.

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).

If you see a Florida panther

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 prey-sized 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.



Mark Lentz

printed on recycled paper

Florida Fish and Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399-1600
MyFWC.com/Panther

A guide to living with

Florida Panthers

© Lynn Stone

MyFWC.com/Panther

7 ways to live safely in Florida panther country

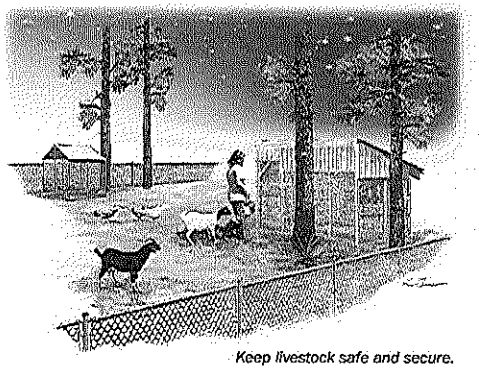
While these guidelines are meant to help you live safely in Florida panther habitat, they also apply to living with more commonly encountered wildlife, including raccoons, snakes, bears and alligators.

1. Be alert from dusk 'til 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.

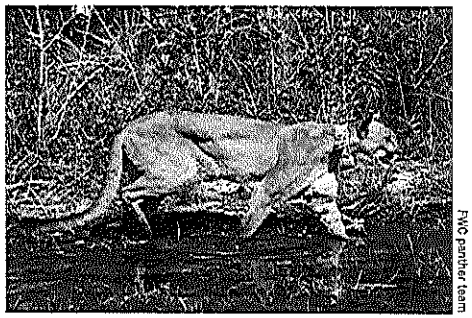
- Remove plants that deer like to eat.
- Choose plants that do not attract deer or other panther prey species. For information on plants that deer do not like to eat, visit edis.ifas.ufl.edu/UW137.
- Appropriate fencing will make your yard or play area uninviting to prey animals such as deer.

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!

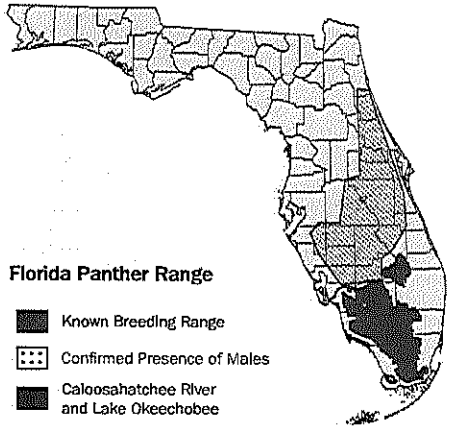
Florida panther facts

- 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.



FWC panther team

- 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.



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This brochure was produced through a partnership of the Audubon Society of Florida, Conservancy of Southwest Florida, Defenders of Wildlife, Florida Fish and Wildlife Conservation Commission, Florida Wildlife Federation, Friends of the Florida Panther Refuge, Mountain Lion Foundation, National Park Service, National Wildlife Federation, Seminole Tribe 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.

EXHIBIT K

COVENANT TO CREATE ENHANCED LAKE MANAGEMENT/ MAINTENANCE PLAN

INSTR # 2013000233509, Doc Type AGR, Pages 15, Recorded 10/14/2013 at 10:43 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $129.00 Deputy Clerk CKELLER

Prepared by:

Lee County
P.O. Box 398
Fort Myers, Florida 33902

Strap# 28-46-26-01-0000A.00CE

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COVENANT TO CREATE AN ENHANCED LAKE MANAGEMENT/MAINTENANCE PLAN

This Covenant to Create an Enhanced Lake Management/Maintenance Plan (hereinafter referred to as the "*Covenant*") is created this 14th day of October, 2013, by and between **CORKSCREW LAKES, LLC**, a Florida Limited Liability Company whose address is 4954 Royal Gulf Circle, Fort Myers, FL 33966 (hereinafter referred to as the "*Developer*"), for the benefit of **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902 (hereinafter referred to as the "*County*").

I. Recitals

WHEREAS, the County has duly adopted the Lee County Land Development Code ("*LDC*"), which, in §10-329, establishes the need to develop a lake maintenance plan which will provide for the long term maintenance of lakes and lake-shoreline areas and provide for the public's health and safety, preservation of property and enhancement of water quality; and

WHEREAS, the Developer owns or has acquired real property in Sections 21 and 28, Township 46 South, Range 26 East, in Lee County, Florida, which property is currently a portion of the real property platted as part of the recorded plat of Corkscrew Woods and recorded in the Public Records of Lee County, Florida, as Instrument Number 2007000289772; and

WHEREAS, the Developer intends to replat a portion of Corkscrew Woods as a project to be known as Corkscrew Shores, which real property is more specifically described in Exhibit attached "A" (the "*Property*"), the description of which is hereby incorporated herein by reference; and

WHEREAS, the Developer must obtain a local development order from the County to re-plat and develop the Property; and

WHEREAS, the Developer has filed an application for the issuance of a local development order that will be known as Development Order Number DOS2013-00034; and

WHEREAS, DOS2013-00034 will include lake bank restoration on the Property; and

WHEREAS, pursuant to Lee County Land Development Code ("LDC") §10-329, the County has agreed to approve Developer's requested DOS2013-00034 upon the condition that Developer's development of the Property include develop a lake maintenance plan so as to achieve reasonable continuing compliance with the County regulations pertaining to lake slopes, littoral planting requirements and building setbacks on the Property; and

WHEREAS, the Developer intends this Covenant to provide guidelines and direction to any subsequent property owner(s), maintenance contractor(s) and any other persons conducting work on or in the lake bank slopes on the Property as set forth herein; and

WHEREAS, in furtherance of the agreement contained herein, the Developer hereby agrees to the terms and conditions of this Covenant and also agrees that the Property described in attached Exhibit "A" will only be sold, dedicated or conveyed subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the County's approval of the DOS2013-00034 and in further consideration of the mutual benefits and promises contained in the recitals contained herein, incorporated as part of this Covenant by reference thereto, the sufficiency of which is acknowledged, the Developer hereby agrees to construct and maintain the lake(s) approved in DOS2013-00034 to the specific standards of that development order and as augmented herein, as follows:

II. Plan for Lake Management and Maintenance

A. PURPOSE FOR PLAN

This Covenant has been created to ensure the subsequent development of the Property will be in compliance with DOS2013-00034, Lee County Zoning Resolution Number Z-12-021, LDC §10-329(d)(5) and Lee Plan Policy 33.3.3(2)(e), the terms and requirements of which are all incorporated herein by reference. This Covenant is written to identify the requirements for lake maintenance so that exotic vegetation is controlled, lake banks are maintained, desirable littoral plants flourish and water quality is enhanced within the project lakes. Generally, the below sections are applicable to every lake within the Property and as covered by the terms of DOS2013-00034. However, due to the increased depth and proximity to Lee County Well Fields for Lake B-1 (existing mining lake as identified and modified in the approved permit plans for DOS2013-00034), there are specific guidelines herein in the section titled "PUBLIC WELL FIELD PROTECTION – ADDITIONAL REQUIREMENTS FOR LAKE B-1" which are applicable only to Lake B-1.

B. MAINTENANCE RESPONSIBILITY

In conjunction with a replat of the Property it is anticipated the Developer will establish and create a homeowner's association (herein referred to as "*HOA*") that will be responsible for maintenance of all features of the surface water management system including all lake areas. At a minimum, the maintenance responsibilities within any subsequent or resulting dedication on a plat or replat of the Property and any resulting Declaration for a HOA will require compliance with the terms and conditions as contained herein. Notwithstanding the maintenance obligations set forth herein, Developer expressly reserves for itself, its successors and assigns, the exclusive rights in and to ownership of the water in the lakes and the related uses, specifically including but not limited to the right to act as the sole provider of irrigation water for the Property, as more particularly set forth in the Master Declaration of Covenants, Conditions, Easements and Restrictions for Corkscrew Shores.

C. EXOTIC AND NUISANCE VEGETATION CONTROL

The HOA is responsible for the removal (in perpetuity) of all exotic and nuisance vegetation as defined by the LDC. Lakes must be inspected annually and any prohibited vegetation must be removed by the use of hand clearing or appropriate herbicidal treatment. Herbicides may only be applied by a licensed applicator and applied in accordance with manufacturer specifications, all applicable local, state and/or federal guidelines and requirements, and as further outlined in the sections below. (Refer to "PESTICIDE, HERBICIDE OR FUNGICIDE APPLICATIONS" and "PUBLIC WELL FIELD PROTECTION – ADDITIONAL REQUIREMENTS FOR LAKE B-1" sections within this document.)

D. LITTORAL VEGETATION PRESERVATION

Littoral vegetation is required to be installed and maintained in perpetuity in all the lakes within the project in accordance with the landscape plans approved as part of DOS2013-00034. Any littoral plants approved as part of DOS2013-00034 that die must be replaced so that the total number and type of littoral plants remain in accordance with DOS2013-00034 and the LDC requirements.

The presence and spread 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 ("*PLS's*"). Mechanical trimming, mowing or the use of herbicides on desirable littoral plants is prohibited. Any trimming or removal of vegetation within PLS's required to promote the survival and viability of littoral vegetation must be performed by hand or by approved herbicides and methods as outlined herein. (Refer to section "PUBLIC WELL FIELD PROTECTION – ADDITIONAL REQUIREMENTS FOR LAKE B-1" herein for additional standards for herbicide application applicable to Lake B-1.)

Inspections of PLS's to verify the survival of required plants and replanting of littoral vegetation when required must be in accordance with County requirements.

E. FERTILIZER APPLICATION

Beginning January 1, 2014, per Florida Statute §482.1562, any person applying commercial fertilizer to an urban landscape must receive a limited certification for urban landscape commercial fertilizer application. The limited certification provides a means of documenting and ensuring compliance with best management practices for commercial fertilizer application to urban landscapes.

Any person(s) applying fertilizers within the project 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 Code of Laws and Ordinances of Lee County Florida Chapter 26, §26-60. (See also Lee County Ordinance No. 08-08.)

Certain general requirements are identified below:

1. Fertilizers containing nitrogen and/or phosphorus may not be applied to turf and/or landscape plants during the rainy season (June 1 through September 30 of each calendar year).
2. Fertilizer may not be applied, spilled or otherwise deposited on any impervious surfaces. Any fertilizer applied, spilled or deposited, either intentionally or accidentally, on any impervious surface must be immediately and completely removed. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.
3. Fertilizer may not be applied in or within ten (10) feet from the top of bank of any water body, seawall, designated wetland or wetland as defined by the rules of the Florida Department of Environmental Protection (Chapter 62-340 F.A.C).
4. Spreader deflector shields are required when fertilizing by use of any broadcast or rotary spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces and water bodies, including wetlands.
5. Grass clippings and/or vegetative material may not be washed, swept or blown into storm water drains, ditches, conveyances, water bodies, roadways or other impervious surfaces.
6. A low maintenance zone is recommended adjacent to and on the sloped portion of lake banks not stabilized with hardened structures. The grass within the low maintenance zone is encouraged to be maintained higher than surrounding areas to allow the vegetation to help absorb and filter nutrients from runoff. Fertilizer usage in the low maintenance area is discouraged.

CLERK OF CIRCUIT AND COUNTY COURTS LEE COUNTY

F. EROSION PROTECTION AND LAKE BANK MAINTENANCE

Lake banks are generally susceptible to erosion due to overland flow of storm water 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. Alternate designs are proposed for portions of specific lakes (notably Lake B-1) based on physical configurations of the relative lake, specifically size and the associated potential for wave fetch. Where the potential for bank erosion due to wave action is low, banks are designed at a 6:1 slope stabilized by sod. Where the potential for bank erosion due to wave action is high, banks are designed with an enhanced stabilization cross-section consisting of a 2:1 slope with rip-rap stabilization.

Lake banks must be inspected annually to identify areas of erosion. Once identified, the erosion must be repaired and source of erosion shall be eliminated if possible. Where excessive erosion occurs, repair of the lake bank and/or enhancement of the stabilization cross-section may be necessary. Erosion repair on the lake banks may require permitting by the County.

Where applicable, roof drainage gutter outfall must be directed away from lake shorelines. The general layout of residential homes within the project prohibits such discharge, but the developer and home builders must ensure that roof drainage outfall is located so as to prevent the possibility of erosion of lake shorelines. If roof drainage results in lake bank erosion, the roof drainage must be corrected by the lot owner as directed by the HOA.

G. LAKE EDUCATION PROGRAM

A narrative explaining the benefits of littoral vegetation, lake maintenance and water quality must be provided in the project newsletter as one is created and distributed. In addition, lake experts may be invited to the HOA meetings annually to discuss the lake system operation and maintenance requirements.

Individual owners of homes developed within the Property must be informed that they are prohibited from removing or trimming littoral vegetation within the project.

Additionally, the lake information package must include information specifying that the large mining lake (Lake B-1) is located in proximity to Lee County Well Fields, and express the extreme importance related to the elimination of introduction of hazardous materials into the lake.

H. PESTICIDE, HERBICIDE OR FUNGICIDE APPLICATIONS

All applications of pesticides, herbicides and/or fungicides shall be applied by a licensed applicator and applied in accordance with manufacturer specifications, all applicable local, state and/or federal guidelines and requirements and as further outlined in this section.

Commercial applicators of chemical lawn products must register annually with the HOA, its successors or assigns, and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with licensing requirements. It should be noted that the HOA will be required to contract for the application of all pesticides, herbicides and/or fungicides within the Project, including on all residential lots, and individual lot owners shall be prohibited from applying pesticides, herbicides and/or fungicides to their lots without prior approval of the HOA. .

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 will not apply to the use of chemical agents by certified lake management specialists or the development's maintenance staff for the control of algae and nuisance vegetation within the storm water lakes or ponds; however, application of such agents must be in compliance with this section.

It is recommended that pesticides, fungicides, and herbicides 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.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

1. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides.
2. Must have the minimum potential for leaching into groundwater or loss from runoff.
3. Products must be FDEP- and EPA-approved.
4. The half-life of products used may not exceed seventy (70) days.

I. PUBLIC WELLFIELD PROTECTION – STORMWATER TREATMENT

As required per Lee County Zoning Resolution No. Z-12-021, storm water runoff within the Property must be directed to specifically designed and designated storm water treatment areas; and may not be directly diverted or placed into the existing mining lake (Lake B-1 as modified under DOS2013-00034).

Accordingly, all storm water runoff which eventually enters Lake B-1 must be first routed to pre-treatment areas, consisting of either dry-detention areas or wet-detention areas (lakes). The detention areas provide a minimum of 0.5" of pre-treatment prior to discharge into Lake B-1. Additionally, plantings within the pre-treatment dry detention areas, including those plantings proposed in the detention area swales directly adjacent to the Lake B-1 shoreline (plantings in accordance with the landscape plans as approved under DOS2013-00034 and any amendments thereto), will serve to further enhance water quality treatment prior to discharge into Lake B-1. These plantings must be maintained in perpetuity (or as long as the development remains viable) by the HOA, its successors or assigns. Lake B-1 provides an additional 1.5" of water quality treatment prior to discharge off-site.

Pre-treatment of storm water discharge prior to entry into Lake B-1 serves to enhance the water quality treatment of storm water and reduce undesirable nutrient loading, thereby minimizing contaminants and pollutants from entering the lake and water table.

J. PUBLIC WELLFIELD PROTECTION – ADDITIONAL REQUIREMENTS - LAKE B-1

1. HERBICIDE APPLICATION

Herbicide application to maintain littoral vegetation and rip-rap stabilized shoreline areas within and around Lake B-1 within the Property must be conducted in a manner that reduces potential impacts to human health and the environment and in compliance with local, state and federal regulatory guidelines. Because the lake is located hydraulically upgradient and within the six-month TOT zone of the Lee County drinking water wells, every precaution will be taken to preserve the quality of surface and ground water within the Property.

All herbicides used near the lake(s) may only have the active ingredient 3,5,6-trichloro-2-pyridinyloxyacetic acid (triclopyr) such as Garlon® 3A specialty herbicide manufactured by Dow Agrosciences. Only aquatic-approved herbicides may be utilized in all lakes. Other commonly available triclopyr-based products (typically used in smaller residential settings), including Brush Killer® and Brush-B-Gon®, may be used. All must be catalogued or inventoried and monitored for movement toward any and all municipal water supply wells. These products are non-volatile and labeled for foliar applications including emerged weeds and brush in standing water or on the banks and shores of ponds and lakes. Only chemical constituents approved for use or application by Lee County, the State of Florida or the Federal Department of Environmental Protection may be utilized. Any deviation from these specifications will require County approval.

Triclopyr has been classified by the United States Environmental Protection Agency ("*U.S. EPA*") as "practically nontoxic" (the least toxic category designated by U.S. EPA) to mammals, insects, freshwater fish and invertebrates. Toxicological studies have produced no evidence of cancer, birth defects, genetic damage, genetic mutation, or adverse effects on the immune or nervous system in humans.

Following application, residual herbicide not absorbed by vegetation is rapidly degraded by sunlight as well as microorganisms in soil and groundwater. Under normal conditions, triclopyr photodegradation in surface water is approximately one-half day. Triclopyr half-life in soil is approximately 30 to 45 days and no detectable levels are typically present 6 to 12 months following application. The final degradation products of triclopyr include carbon dioxide, water, and other organic molecules.

Based on the rapid plant absorption rates, adsorptive characteristics binding triclopyr to soil particles, active degradation by photolysis at the surface, and microbial degradation in soil and groundwater, the potential for herbicide application to impact downgradient drinking water supplies is considered low.

2. GROUNDWATER MONITORING PLAN

Development of the Property will require implementation of a groundwater monitoring plan to evaluate groundwater quality upgradient and downgradient of the lake. The Developer and/or HOA will maintain an inventory of the type and quantity of pesticides and herbicides used within the Property boundary to ensure the groundwater monitoring plan provides a complete assessment of all potential contaminants of concern ("COC or *COC's*"). Groundwater monitoring and any proposed remediation will be conducted in accordance with the FDEP *Groundwater Management Program* and the *Aquifer Protection Program* as outlined in the FDEP *Ground Water Program*. Detailed information on the *Ground Water Program* including groundwater target cleanup levels, water well and monitoring well information, wellhead protection, and source water assessments can be found on the FDEP web page located at www.dep.state.fl.us/water/groundwater/ .

Development and maintenance of the Property under DOS2013-00034 must follow monitoring protocol as required in 62-550 F.A.C. (Drinking Water Standards, Monitoring and Reporting) for groundwater samples prior to application of herbicides in areas located upgradient and downgradient of the lake to establish baseline groundwater conditions. Approximately 3 to 6 months following initial application, groundwater samples will be collected downgradient of the lake to assess potential impacts that could affect drinking water quality in the Lee County drinking water supply wells. Based on the analytical results of the baseline and initial downgradient groundwater monitoring strategy, a long-term groundwater monitoring plan will be developed including a complete evaluation of potential COCs, horizontal and vertical sample collection location(s), and sampling frequency (i.e. semi-annual to annual basis). Groundwater monitoring will be conducted using all available resources including existing monitoring wells (provided they are appropriately positioned hydraulically downgradient of Lake B-1), new permanent monitoring wells, and/or temporary grab sampling techniques using a mobile drill rig equipped with Geoprobe© or similar direct-push technology.

Groundwater samples will be collected using a Geoprobe® drilling rig equipped with a temporary screen point that will be driven to depth and samples will be collected through the drilling rods using a peristaltic pump and disposable polyethylene tubing. Groundwater samples will be collected in laboratory-supplied containers and immediately transferred to an iced container for shipment to the analytical laboratory under standard chain-of-custody protocol. The samples will be submitted for laboratory analysis of Herbicides using U.S. EPA Method 8151, Organochlorine Pesticides using U.S. EPA Method 8081, and Organophosphorous Pesticides using U.S. EPA Method 8141. Groundwater analytical results will be evaluated using U.S. EPA risk-based screening levels including Maximum Contaminant Levels (MCLs) for drinking water as well as Health Advisory Lifetime (HAL) concentrations.

The groundwater monitoring plan, including sampling location(s), analysis, and frequency may be modified based on logistics, field conditions, and analytical results.

The groundwater monitoring plan must also include annual reporting by the HOA to Lee County. The report must contain a general project and site description, as well as a summary of the monitoring data and any significant impacts or results, including but not limited to increases in constituents of interest, and any actions required to remediate the findings. Any increases in concentrations of COC's (including those below their respective risk-based screening levels) will be evaluated and recommendations regarding the method(s) and/or quantity of groundwater sampling will be outlined accordingly. Additionally, the report will include an inventory of the type and quantity of chemicals both stored and applied on site as well as a summary of application methods.

A surface water sample will be collected from Lake B-1 in conjunction with the proposed groundwater sampling and will be evaluated using the same criteria as described above, including samples taken prior to herbicide/pesticide application to establish baseline surface water conditions. Surface water quality will be evaluated on a quarterly basis and more frequently in the event of a spill or release. The sampling interval may be adjusted as necessary based on the findings of the first four quarters of routine sampling. In the event of a spill that poses a potential impact to surface waters of Lake B-1, additional surface water samples will be collected to evaluate changes in COC's concentrations. Any impacts potentially leaching into groundwater will be assessed/remediated according the procedures outlined in the following section.

Additionally, in the event of a spill or release in an area between Lake B-1 and Lee County public water supply well heads, impacts to soil and/or groundwater will also be assessed/remediated according the procedures outlined in the following section.

3. GROUNDWATER REMEDIATION PLAN

In the event significant impacts (as defined below) to groundwater are identified as a result of pesticide/herbicide application at the Development, the president of the HOA or his/her designee must notify the operator of the Lee County municipal water supply system and the Director of the Natural Resources Division within no less than 6-12 hours (or next business day) and a groundwater remediation plan will be developed and implemented. If a spill or release presents an immediate threat to human health and/or the environment or exceeds the Reportable Quantity (RQ) for the COC, the FDEP Office of Emergency Response ("*OER*") will be contacted within 12 to 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/oer/reportable_incident.htm.

A significant impact to groundwater will be defined as a groundwater sample analytical result for a COC's exceeding its respective U.S. EPA MCL as well as HAL concentration.

The Developer and/or their successors or assigns must coordinate 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 will consist of an extensive groundwater monitoring network to evaluate the horizontal and vertical distribution of groundwater impacts. Based on the findings of the initial delineation, temporary monitoring wells may be installed for short-term temporal monitoring of impacts. If necessary, permanent monitoring wells may be installed for long-term monitoring.

Following delineation of groundwater impacts, an evaluation of remedial options will be conducted, including an assessment of nature and quantity of source area(s), TOT and capture zone(s), and any other relevant data for selection of an appropriate strategy. Following County and FDEP approval, a remedial strategy will be implemented, including (but not limited to) options such as in-situ chemical injection treatment, air sparging, groundwater withdrawal and off-site disposal, and/or on-site pump-and-treat groundwater withdrawal systems. As described in the previous groundwater monitoring section, any proposed remediation will be conducted in accordance with the FDEP *Groundwater Management Program* and the *Aquifer Protection Program* as outlined in the FDEP *Ground Water Program.*

K. OVEREALL REPORTING FOR BOTH SURFACE WATER AND GROUND WATER

Reporting for both surface water and ground water must, at a minimum:

1. Evaluate the COC results (from surface water, groundwater, soils, spills, etc.)

2. Based on the COC results from #1; propose a remedial action to determine the source of excess (as necessary)

3. Propose any appropriate changes in material handling, application schedule, etc. which caused or contributed to the release or excess.

4. Propose appropriate changes to the monitoring plan when the COC has been discontinued or no longer on property. This could be in the form of reduced testing frequency or a discontinuing sampling as appropriate (only applicable after two consecutive years of non-detection).

5. All field activities shall be conducted in accordance with FDEP's Standard Operating Procedures for Field Activities, FDEP-SOP-00101, February 1, 2004 (or current revision). Analytical test shall be conducted by a Florida DOH NELAC certified laboratory.

III. ADDITIONAL PROVISIONS

A. The Developer also covenants to and with the County that they are lawfully seized of the Property, and Developer has good and lawful title thereof with the right to encumber any and all interests therein such that Developer will forever warrant and defend the title and terms of this Covenant against any claims.

B. If the Developer makes this Covenant subject to any mortgages, liens or other encumbrances, then a properly executed Subordination of Encumbrance for each such matter is attached to this instrument.

C. This Covenant is binding on, and will inure to the benefit of, the heirs, successors and assigns of the Developer, and is intended to run with the land and, as such, will be recorded in the Public Records of Lee County, Florida.

D. Developer further expressly states the County is provided the legal right to enforce this Covenant by any and all legal and equitable means, including, but not limited to, specific performance, and as such the County may revoke or refuse to issue any development approvals relating to the Property, if the Developer fails to timely provide legally sufficient documentation of having recorded this Covenant prior to occupancy of the building or prior to conveying, granting or transferring any interest in the Property.

[End of provisions.]

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first set forth above.

Corkscrew Lakes, LLC
A Florida Limited Liability Company

By: Pulte Home Corporation
A Michigan Corporation
Authorized to do business in the State of Florida
A Managing Member

[1st Witness' Signature]

Cynthia Dickelmann
[Type or Print Name]

[2nd Witness' Signature]

Lenore F Morrill
[Type or Print Name]

By: _____
Signature

Richard McCormick
Type or Print Name

Vice President, Land
Title

COUNTY OF LEE:
STATE OF FLORIDA:

The foregoing instrument was acknowledged before me this 7TH day of OCTOBER, 2013 by RICHARD McCORMICK, the VICE PRESIDENT, LAND of Pulte Home Corporation, a Michigan Corporation, authorized to do business in the State or Florida, as a Managing Member of Corkscrew Lakes, LLC, a Florida Limited Company, on behalf of the company. He/she is personally known to me ~~or has produced~~ _____ as identification.

[Stamp or seal]

Notary Public

KIMBERLY HOWES
MY COMMISSION # FF 016933
EXPIRES: May 7, 2017
Bonded Thru Notary Public Underwriters

Corkscrew Lakes, LLC
A Florida Limited Liability Company

By: Lakes of Corkscrew, LLC
A Florida Limited Liability Company
A Managing Member
By: Cameratta Companies II, LLC
A Florida Limited Liability Company
It's Managing Member

BY: _____
Signature
RAY BLACKSMITH
Typed or printed name
Manager
Title

[1st Witness' Signature]
Cheryl Yano
[Type or Print Name]

[2nd Witness' Signature]
LAURA YOUMANS
[Type or Print Name]

COUNTY OF Lee:
STATE OF FL:

The foregoing instrument was acknowledged before me this 9 day of October, 2013 by Ray Blacksmith, a Manger of Cameratta Companies II, LLC, a Florida Limited Liability Company, as the Manager of Lakes of Corkscrew, LLC, a Florida Limited Liability Company, as a Managing Member of Corkscrew Lakes, LLC, a Florida Limited Company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

[Stamp or seal]

Notary Public

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

Approved and accepted for and on behalf of Lee County, Florida, this 14 day October, 2013.

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Benjamin H. Dickson
Acting Director
Division of Development Services

Approved as to form by:

_____
Office of the County Attorney

ATTACHMENTS:

Exhibit "A" – Legal Description

EXHIBIT A

LEGAL DESCRIPTION

All of the land encompassed in the plat of CORKSCREW WOODS, as recorded in Instrument Number 2007000289772, of the Public Records of Lee County, Florida.

I CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
LINDA DOGGETT, CLERK OF CIRCUIT COURT,
STATE OF FLORIDA, COUNTY OF LEE

☐ REDACTED COPY PER F.S.119.071

BY: Cynthia Keller
Deputy Clerk
DATED: OCT 14 2013

EXHIBIT L

IRRIGATION WATER LICENSE AGREEMENT

INSTR # 2014000050722, Doc Type AGR, Pages 14, Recorded 03/12/2014 at 02:48 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $120.50 Deputy Clerk ERECORD

Prepared by and after recording return to:
Lisa Van Dien, Esq.
Cheffy Passidomo, PA
821 Fifth Avenue South, Suite 201
Naples, FL 34102
239-261-9300

AGREEMENT
FOR SALE AND PURCHASE OF IRRIGATION WATER

THIS AGREEMENT is made and entered into this 12th day of March, 2014, by and between **Lake Property Utility, LLC**, a Florida limited liability company (hereinafter referred to as "LPU") and **Corkscrew Lakes, LLC**, a Florida limited liability company ("Corkscrew Lakes").

RECITALS

Whereas, Corkscrew Lakes is the owner of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference, commonly known as Corkscrew Shores (the "Property"); and

Whereas, Corkscrew Lakes is developing the Property into a residential community; and

Whereas, the irrigation water for the Property will be provided from the lake located within the Property, more particularly shown on Exhibit "B" attached hereto and incorporated herein by this reference (the "Irrigation Lake"); and

Whereas, pursuant to that certain Assignment of Lake Rights dated March 12, 2014 and recorded as Instrument Number 2014000050684 in the Public Records of Lee County, Florida, LPU is the owner of all right, title and interest in and to the irrigation water located within the Irrigation Lake; and

Whereas, Corkscrew Lakes is obligated to provide irrigation water from the Irrigation Lake to the Property, and in consideration thereof, the Owners are obligated to pay a usage fee for the irrigation water; and

Whereas, Corkscrew Lakes has requested, and LPU has agreed, to allow irrigation water to be drawn from the Irrigation Lake without payment of a monthly usage fee, provided an irrigation usage fee is paid to LPU 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 Corkscrew Shores 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. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if restated in their entirety.

2. Use of Irrigation Water. Corkscrew Lakes, the Association, or an individual Owner (if permitted by the Master Declaration), may draw irrigation water from the Irrigation Lake in accordance with any rules and regulations of the Association governing use of the Irrigation Lake, and subject to any governmental restrictions.

3. Usage Fee for Irrigation Water. In consideration of the right to draw irrigation water from the Irrigation Lake without payment of a monthly usage charge, and in further consideration of the benefit received thereby, Corkscrew Lakes, 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 LPU a usage fee of $1,500 (the "Irrigation Usage Fee") upon conveyance to such Owner of title to a Unit or Parcel. The Irrigation Usage Fee shall be immediately due and payable and shall be deemed delinquent if not received by LPU 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 Irrigation Usage Fee: (a) the initial conveyance from the Declarant under the Declaration; (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 Mortgagee 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 Irrigation Usage Fee shall be due and payable.

4. Delinquent Payments and LPU Right to a Lien. In the event that any Irrigation Usage 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 LPU for all costs of collection. In addition to all other rights and remedies that are available to LPU at law or in equity, LPU shall have the right to immediately record a lien against the Property 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 Irrigation Usage 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 Lake. Said lien shall be perfected from and after the recording of a Claim of Lien in the Public Records of Lee County by LPU, 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.

5. Prohibition Against Monthly Charge. For so long as this Agreement is in effect, and the Irrigation Usage Fee continues to be paid, LPU shall not have the right to charge additional usage or other fees for irrigation water drawn from the Irrigation Lake.

6. Maintenance of Irrigation Lake. Pursuant to the Master Declaration, the Association shall be solely responsible for all permits related to the Irrigation Lake and for the maintenance of the Irrigation Lake, including but not limited to repair and replacement of the pumps and irrigation system, and all monitoring required under any permits, and LPU shall have no responsibility or liability therefore.

7. Binding Agreement. 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. Entire Agreement and Amendment. This Agreement represents the entire agreement and understanding between the parties, and may not be modified or terminated except by written instrument signed by Corkscrew Lakes, LPU, and the Association.

9. Termination. In the event that this Agreement is terminated by operation of law or otherwise, then all rights of Corkscrew Lakes, the Association, and all Owners to draw irrigation water from the Irrigation Lake shall immediately cease until such time as a new agreement for use of the Irrigation Lake is entered into. During any interim period, LPU shall have the right to charge a monthly usage fee for irrigation water actually used at rates no higher than the rates then 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. Authorization. The parties hereto have full power and authority to enter into this Agreement and comply with the terms hereof.

11. Controlling Law. 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. No Waiver. Failure of LPU to exercise or enforce any rights hereunder shall not constitute a waiver of any of its rights hereunder.

13. Estoppel Requests. Estoppel requests and payments required hereunder shall be mailed to Lake Property Utility, LLC, at the most current address on file with the Florida Division of Corporations (or its successor).

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

[Signatures on following pages]

Print Name: Laura L. Youmans

Print Name: Cheryl Yano

Lake Property Utility, LLC,
a Florida limited liability company

By:
Joseph Cameratta, Manager

STATE OF FL)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 12 day of March, 2014, by Joseph Cameratta, as Manager of Lake Property Utility, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification.

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

NOTARY PUBLIC
My Commission Expires:

Corkscrew Lakes, LLC
a Florida limited liability company

By: Lakes of Corkscrew, LLC,
a Florida limited liability company
Its: Managing Member
By: Cameratta Companies II, LLC,
a Florida limited liability company
Its: Manager

By: _____
Raymond Blacksmith, Manager

Name: Laura Youmans

Name: Cheryl Yano

STATE OF FL)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 12 day of March, 2014, by Raymond Blacksmith, as Manager of Cameratta Companies II, LLC, a Florida limited liability company, as Manager of Lakes of Corkscrew, LLC, a Florida limited liability company, as Managing Member of Corkscrew Lakes, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

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

NOTARY PUBLIC
My Commission Expires:

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 21, AND 28, TOWNSHIP 46 SOUTH, 26 EAST, ALSO BEING ALL OF CORKSCREW WOODS ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT # 2007000289772 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 26 EAST; THENCE RUN ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST ONE- QUARTER OF SAID SECTION 28, S.89°17'50"W., 2626.14 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28, S.89°19'44"W., 2491.01 FEET TO A POINT ON A CURVE; THENCE NORTHERLY, 57.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 16°27'27" (CHORD BEARING N.15°28'49"E., 57.25 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 45.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 25°50'31" (CHORD BEARING N.10°47'17"E., 44.72 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 56.86 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 45.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 25°50'31" (CHORD BEARING N.15°03'14"W., 44.72 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 90.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 25°50'31" (CHORD BEARING N.15°03'14"W., 89.44 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 827.68 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 157.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.42°52'01"E., 141.42 FEET) TO A POINT OF TANGENCY; THENCE N.87°52'01"E., 59.59 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 965.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 307.19 FEET AND A CENTRAL ANGLE OF 180°00'00" (CHORD BEARING N.02°07'59"E., 614.38 FEET) TO A POINT OF TANGENCY; THENCE S.87°52'01"W., 59.59 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 157.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.47°07'59"W., 141.42 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 291.77 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 137.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 79°02'48" (CHORD BEARING N.37° 23'25"E., 127.28 FEET) TO A POINT OF TANGENCY; THENCE N.76°54'49"E., 372.32 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 131.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 79°02'48" (CHORD BEARING N.37°23'25"E., 120.91 FEET) TO A POINT OF TANGENCY; THENCE N.02° 07'59"W., 482.45 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 149.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.47°07'59"W., 134.35 FEET) TO A POINT OF TANGENCY; THENCE S.87°52'01"W., 393.48 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 54.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.47°07'59"W., 49.50 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 655.93 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.13°45'40"E., 54.77 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.13°45'40"E., 54.77 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 56.86 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.18°01'38"W., 54.77 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.18°01'38"W., 54.77 FEET) TO A POINT OF TANGENCY; THENCE N.02°07'59"W., 1275.48 FEET; THENCE N.01°09'23"W., 413.23 FEET TO A POINT ON A CURVE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.14°44'16"E., 54.77 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.14°44'16"E., 54.77 FEET) TO A POINT OF TANGENCY; THENCE N.01°09'23"W., 56.86 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.17°03'02"W., 54.77 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 55.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31°47'18" (CHORD BEARING N.17°03'02"W., 54.77 FEET) TO A POINT OF TANGENCY; THENCE N.01°09'23"W., 96.83 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CORKSCREW ROAD (100' RIGHT OF WAY); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE N.86° 32'23"E., 5228.52 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHEAST ONE-QUARTER OF SECTION 21; THENCE ALONG SAID EAST BOUNDARY S.01°03'45"E., 1036.78 FEET TO THE NORTHEAST CORNER OF SAID SECTION 28; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 28, S.01°01'07"E., 5285.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 722.094 ACRES, MORE OR LESS.

CORKSCREW SHORES
"LAKE PARCEL"
SECTION 21 & 28, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA
March 12, 2014

DESCRIPTION: A parcel of land lying in Section 21 and 28, Township 46 South, Range 26 East, and being a all of Tract LK-1 of Corkscrew Shores, according to the plat thereof to be recorded in the Public Records of Lee County, Florida and being more particularly described as follows:

Commencing at the Northeast corner of the Northeast one quarter of Section 28, Township 46 South, Range 26 East; thence run S.01°01'07"E. 488.35 feet along the East boundary of said Northeast one quarter; thence S.88°58'53"W. 277.00 feet to the Point of Beginning; thence S.01°01'07"E., 342.65 feet to a point of curvature; thence Southerly, 20.14 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 23°04'26" (chord bearing S.10°31'06"W., 20.00 feet) to a point of reverse curvature; thence Southerly, 20.14 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 23°04'26" (chord bearing S.10°31'06"W., 20.00 feet) to a point of tangency; thence S.01°01'07"E., 38.79 feet to a point of curvature; thence Southerly, 141.45 feet along the arc of a curve to the right having a radius of 215.00 feet and a central angle of 37°41'48" (chord bearing S.17°49'47"W., 138.92 feet) to a point of tangency; thence S.36°40'41"W., 249.10 feet to a point of curvature; thence Westerly, 235.08 feet along the arc of a curve to the right having a radius of 200.00 feet and a central angle of 67°20'48" (chord bearing S.70°21'05"W., 221.78 feet) to a point of tangency; thence N.75°58'31"W., 177.27 feet to a point of curvature; thence Northwesterly, 267.90 feet along the arc of a curve to the right having a radius of 200.00 feet and a central angle of 76°44'50" (chord bearing N.37°36'06"W., 248.31 feet) to a point of reverse curvature; thence Northerly, 243.25 feet along the arc of a curve to the left having a radius of 415.00 feet and a central angle of 33°35'00" (chord bearing N.16°01'11"W., 239.78 feet) to a point of compound curvature; thence Northwesterly, 22.67 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 25°58'42" (chord bearing N.45°48'03"W., 22.48 feet) to a point of reverse curvature; thence Northwesterly, 17.87 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 20°28'42" (chord bearing N.48°33'03"W., 17.78 feet) to a point of reverse curvature; thence Southwesterly, 1159.55 feet along the arc of a curve to the left having a radius of 407.00 feet and a central angle of 163°14'12" (chord bearing S.60°04'12"W., 805.31 feet) to a point of reverse curvature; thence Southerly, 116.48 feet along the arc of a curve to the right having a radius of 208.00 feet and a central angle of 32°05'04" (chord bearing S.05°30'22"E., 114.96 feet) to a point of tangency; thence S.10°32'10"W., 201.61 feet to a point of curvature; thence Southwesterly, 192.54 feet along the arc of a curve to the right having a radius of 208.00 feet and a central angle of 53°02'17" (chord bearing S.37°03'18"W., 185.74 feet) to a point of reverse curvature; thence Southerly, 635.35 feet along the arc of a curve to the left having a radius of 257.00 feet and a central angle of 141°38'46" (chord bearing S.07°14'57"E., 485.48 feet) to a point of reverse curvature; thence Southeasterly, 225.10 feet along the arc of a curve to the right having a radius of 208.00 feet and a central angle of 62°00'24" (chord bearing S.47°04'08"E., 214.28 feet) to a point of tangency; thence S.16°03'56"E., 488.04 feet to a point of curvature; thence Southeasterly, 148.48 feet along the arc of a curve to the left having a radius of 577.00 feet and a central angle of 14°44'40" (chord bearing S.23°26'16"E., 148.08 feet) to a point of reverse curvature; thence Southerly, 48.66 feet along the arc of a curve to the right having a radius of 33.00 feet and a central angle of 84°29'37" (chord bearing S.11°26'12"W., 44.37 feet) to a point of compound curvature; thence Southwesterly, 29.63 feet along the arc of a curve to the right having a radius of 574.00 feet and a central angle of 02°57'26" (chord bearing S.55°09'44"W., 29.62 feet) to a point of reverse curvature; thence Southwesterly, 152.77 feet along the arc of a curve to the left having a radius of 1026.00 feet and a central angle of 08°31'52" (chord bearing S.52°22'30"W., 152.63 feet) to a point of reverse curvature; thence Westerly, 218.77 feet along the arc of a curve to the right having a radius of 308.00 feet and a central angle of 40°41'50" (chord bearing S.68°27'29"W., 214.20 feet) to a point of tangency; thence S.88°48'24"W., 664.31 feet to a point of

curvature; thence Northwesterly, 296.96 feet along the arc of a curve to the right having a radius of 208.00 feet and a central angle of 81°48'04" (chord bearing N.50°17'34"W., 272.38 feet) to a point of reverse curvature; thence Westerly, 611.15 feet along the arc of a curve to the left having a radius of 257.00 feet and a central angle of 136°15'03" (chord bearing N.77°31'03"W., 476.99 feet) to a point of reverse curvature; thence Southwesterly, 192.98 feet along the arc of a curve to the right having a radius of 208.00 feet and a central angle of 53°09'30" (chord bearing S.60°56'10"W., 186.13 feet) to a point of tangency; thence S.87°30'55"W., 497.83 feet to a point of curvature; thence Northwesterly, 422.59 feet along the arc of a curve to the right having a radius of 268.00 feet and a central angle of 90°20'43" (chord bearing N.47°18'44"W., 380.15 feet) to a point of tangency; thence N.02°08'22"W., 376.38 feet to a point of curvature; thence Northwesterly, 512.44 feet along the arc of a curve to the left having a radius of 465.00 feet and a central angle of 63°08'29" (chord bearing N.33°42'36"W., 486.90 feet) to a point of reverse curvature; thence Northwesterly, 587.07 feet along the arc of a curve to the right having a radius of 503.00 feet and a central angle of 66°52'20" (chord bearing N.31°50'41"W., 554.31 feet) to a point of reverse curvature; thence Northerly, 32.61 feet along the arc of a curve to the left having a radius of 70.00 feet and a central angle of 26°41'22" (chord bearing N.11°45'12"W., 32.31 feet) to a point of reverse curvature; thence Northerly, 15.10 feet along the arc of a curve to the right having a radius of 30.00 feet and a central angle of 28°50'29" (chord bearing N.10°40'38"W., 14.94 feet) to a point of tangency; thence N.03°44'36"E., 73.37 feet to a point of curvature; thence Northerly, 20.14 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 23°04'26" (chord bearing N.15°16'49"E., 20.00 feet) to a point of reverse curvature; thence Northerly, 20.14 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 23°04'26" (chord bearing N.15°16'49"E., 20.00 feet) to a point of tangency; thence N.03°44'36"E., 418.69 feet to a point of curvature; thence Northerly, 544.40 feet along the arc of a curve to the left having a radius of 1361.00 feet and a central angle of 22°55'06" (chord bearing N.07°42'57"W., 540.78 feet) to a point of reverse curvature; thence Northerly, 20.38 feet along the arc of a curve to the right having a radius of 719.00 feet and a central angle of 01°37'27" (chord bearing N.18°21'47"W., 20.38 feet) to a point of reverse curvature; thence Northwesterly, 18.82 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 21°34'02" (chord bearing N.28°20'04"W., 18.71 feet) to a point of reverse curvature; thence Northwesterly, 21.54 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 24°40'47" (chord bearing N.26°46'42"W., 21.37 feet) to a point of compound curvature; thence Northerly, 384.34 feet along the arc of a curve to the right having a radius of 727.00 feet and a central angle of 30°17'25" (chord bearing N.00°42'24"E., 379.88 feet) to a point of tangency; thence N.15°51'07"E., 102.64 feet to a point of curvature; thence Northeasterly, 71.95 feet along the arc of a curve to the right having a radius of 180.00 feet and a central angle of 22°54'08" (chord bearing N.27°18'11"E., 71.47 feet) to a point of compound curvature; thence Northeasterly, 83.48 feet along the arc of a curve to the right having a radius of 125.00 feet and a central angle of 38°15'55" (chord bearing N.57°53'12"E., 81.94 feet) to a point of compound curvature; thence Easterly, 685.74 feet along the arc of a curve to the right having a radius of 3333.07 feet and a central angle of 11°47'17" (chord bearing N.82°54'48"E., 684.54 feet) to a point on a curve; thence Easterly, 433.93 feet along the arc of a curve to the left having a radius of 5104.63 feet and a central angle of 04°52'14" (chord bearing N.86°24'05"E., 433.80 feet) to a point on a curve; thence Easterly, 538.63 feet along the arc of a curve to the right having a radius of 5137.90 feet and a central angle of 06°00'24" (chord bearing N.86°59'56"E., 538.38 feet) to a point of reverse curvature; thence Easterly, 101.17 feet along the arc of a curve to the left having a radius of 3354.98 feet and a central angle of 01°43'40" (chord bearing N.89°08'18"E., 101.17 feet) to a point of compound curvature; thence Northeasterly, 32.02 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 91°44'04" (chord bearing N.42°24'25"E., 28.71 feet) to a point of tangency; thence N.03°27'37"W., 81.39 feet to a point of curvature; thence Northeasterly, 49.55 feet along the arc of a curve to the right having a radius of 28.00 feet and a central angle of 101°24'10" (chord bearing N.47°14'28"E., 43.34 feet) to a point of reverse curvature; thence Easterly, 28.86 feet along the arc of a curve to the left having a radius of 145.00 feet and a central angle of 11°24'10" (chord bearing S.87°45'32"E., 28.81 feet) to a point of tangency; thence N.86°32'23"E., 99.99 feet to a point of curvature; thence Southeasterly, 15.82 feet along the arc of a curve to the right having a radius of 10.00 feet and a central angle of 90°38'00" (chord bearing S.48°08'37"E., 14.22 feet) to a point of compound curvature; thence Southerly, 41.16 feet along the arc of a curve to the right having a

radius of 65.00 feet and a central angle of 36°17'07" (chord bearing S.15°18'57"W., 40.48 feet) to a point of tangency; thence S.33°27'30"W., 174.54 feet to a point of curvature; thence Southerly, 257.78 feet along the arc of a curve to the left having a radius of 400.00 feet and a central angle of 36°55'29" (chord bearing S.14°59'45"W., 253.35 feet) to a point of tangency; thence S.03°27'59"E., 191.54 feet to a point of curvature; thence Southeasterly, 573.34 feet along the arc of a curve to the left having a radius of 365.00 feet and a central angle of 89°59'57" (chord bearing S.48°27'58"E., 516.18 feet) to a point of tangency; thence N.86°32'03"E., 185.00 feet to a point of curvature; thence Northeasterly, 502.66 feet along the arc of a curve to the left having a radius of 320.00 feet and a central angle of 90°00'03" (chord bearing N.41°32'02"E., 452.55 feet) to a point of tangency; thence N.03°27'59"W., 42.55 feet to a point of curvature; thence Northerly, 96.19 feet along the arc of a curve to the left having a radius of 200.00 feet and a central angle of 27°33'27" (chord bearing N.17°14'43"W., 95.27 feet) to a point of reverse curvature; thence Northerly, 90.80 feet along the arc of a curve to the right having a radius of 200.00 feet and a central angle of 26°00'48" (chord bearing N.18°01'02"W., 90.03 feet) to a point of tangency; thence N.05°00'38"W., 129.55 feet to a point of curvature; thence Northwesterly, 94.25 feet along the arc of a curve to the left having a radius of 60.00 feet and a central angle of 90°00'00" (chord bearing N.50°00'38"W., 84.85 feet) to a point of tangency; thence S.84°59'22"W., 184.00 feet to a point of curvature; thence Southwesterly, 22.30 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 36°30'18" (chord bearing S.66°44'13"W., 21.92 feet) to a point of compound curvature; thence Southwesterly, 63.41 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 36°20'01" (chord bearing S.30°19'04"W., 62.36 feet) to a point of reverse curvature; thence Southwesterly, 63.56 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 72°50'19" (chord bearing S.48°34'12"W., 59.37 feet) to a point of tangency; thence S.84°59'22"W., 71.36 feet to a point of curvature; thence Westerly, 24.39 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 13°58'33" (chord bearing S.78°00'05"W., 24.33 feet) to a point of reverse curvature; thence Westerly, 69.75 feet along the arc of a curve to the right having a radius of 192.00 feet and a central angle of 20°48'48" (chord bearing S.81°25'13"W., 69.36 feet) to a point of reverse curvature; thence Westerly, 69.63 feet along the arc of a curve to the left having a radius of 236.00 feet and a central angle of 16°54'18" (chord bearing S.83°22'27"W., 69.38 feet) to a point of tangency; thence S.74°55'18"W., 42.61 feet to a point of curvature; thence Northwesterly, 61.52 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 88°07'28" (chord bearing N.61°00'58"W., 55.64 feet) to a point of compound curvature; thence Northerly, 145.18 feet along the arc of a curve to the right having a radius of 165.00 feet and a central angle of 50°24'44" (chord bearing N.08°15'08"E., 140.54 feet) to a point of tangency; thence N.33°27'30"E., 31.71 feet to a point of curvature; thence Northeasterly, 53.40 feet along the arc of a curve to the right having a radius of 165.00 feet and a central angle of 18°32'37" (chord bearing N.42°43'49"E., 53.17 feet) to a point of reverse curvature; thence Northeasterly, 166.18 feet along the arc of a curve to the left having a radius of 179.00 feet and a central angle of 53°11'30" (chord bearing N.25°24'22"E., 160.27 feet) to a point of reverse curvature; thence Northeasterly, 15.31 feet along the arc of a curve to the right having a radius of 10.00 feet and a central angle of 87°43'46" (chord bearing N.42°40'30"E., 13.86 feet) to a point of tangency; thence N.86°32'23"E., 91.47 feet to a point of curvature; thence Easterly, 50.02 feet along the arc of a curve to the left having a radius of 145.00 feet and a central angle of 19°46'01" (chord bearing N.76°39'23"E., 49.78 feet) to a point of reverse curvature; thence Southeasterly, 59.39 feet along the arc of a curve to the right having a radius of 31.00 feet and a central angle of 109°46'01" (chord bearing S.58°20'37"E., 50.71 feet) to a point of tangency; thence S.03°27'37"E., 87.87 feet to a point of curvature; thence Southeasterly, 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing S.48°27'37"E., 28.28 feet) to a point of tangency; thence N.86°32'23"E., 118.03 feet to a point of curvature; thence Easterly, 275.15 feet along the arc of a curve to the left having a radius of 3369.00 feet and a central angle of 04°40'46" (chord bearing N.84°12'00"E., 275.08 feet) to a point of reverse curvature; thence Easterly, 214.88 feet along the arc of a curve to the right having a radius of 2631.00 feet and a central angle of 04°40'46" (chord bearing N.84°12'00"E., 214.82 feet) to a point of tangency; thence N.86°32'23"E., 291.69 feet to a point of curvature; thence Southeasterly, 401.78 feet along the arc of a curve to the right having a radius of 268.00 feet and a central angle of 85°53'50" (chord bearing S.50°30'42"E., 365.20 feet) to a point of reverse

curvature; thence Southeasterly, 974.05 feet along the arc of a curve to the left having a radius of 637.00 feet and a central angle of 87°36'43" (chord bearing S.51°22'09"E., 881.89 feet) to a point of reverse curvature; thence Southeasterly, 366.47 feet along the arc of a curve to the right having a radius of 223.00 feet and a central angle of 94°09'24" (chord bearing S.48°05'48"E., 326.60 feet), to the POINT OF BEGINNING.

Containing 240.882 acres, more or less.

1. Bearings are based on the East boundary of the Northeast 1/4 of Section 28 having a bearing of S.01°01'07"E.
2. The parcel described is intended to be the same as Tract "LK-1" of Corkscrew Shores, to be recorded.

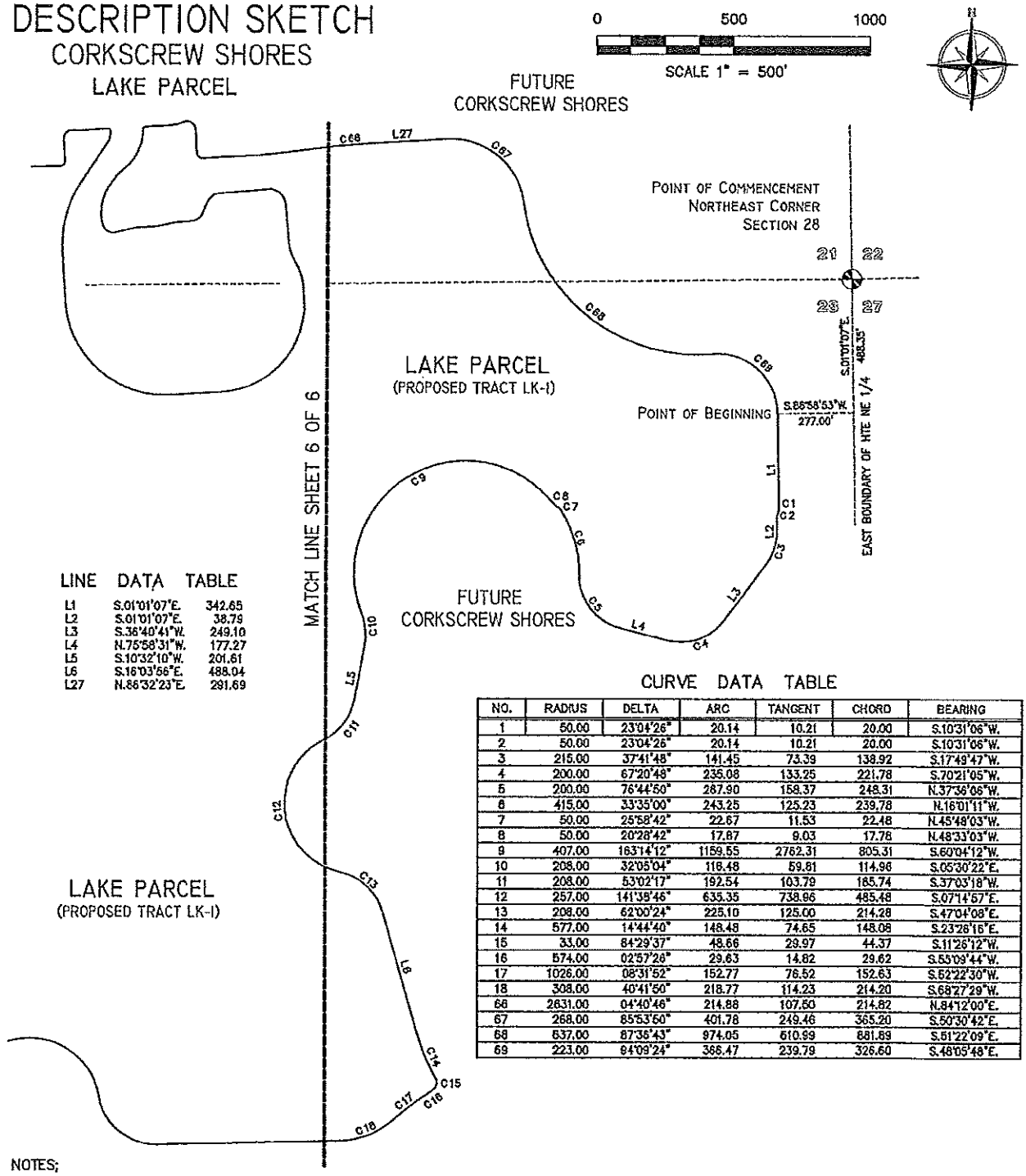
Prepared By:

DIVERSIFIED SURVEYING

1939 Dana Drive
Fort Myers, FL 33907
LB 7935

_____2/12/2014
Randall Hendra PSM 6091
Florida Professional Surveyor and Mapper

DESCRIPTION SKETCH
CORKSCREW SHORES
LAKE PARCEL



LINE DATA TABLE

L1	S.01°01'07"E.	342.65
L2	S.01°01'07"E.	38.79
L3	S.36°40'41"W.	249.10
L4	N.75°58'31"W.	177.27
L5	S.10°32'10"W.	201.61
L6	S.16°03'66"E.	488.04
L27	N.86°32'23"E.	291.69

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	50.00	23°04'26"	20.14	10.21	20.00	S.10°31'06"W.
2	50.00	23°04'26"	20.14	10.21	20.00	S.10°31'06"W.
3	215.00	37°41'48"	141.45	73.39	138.92	S.17°49'47"W.
4	200.00	67°20'48"	235.08	133.25	221.78	S.70°21'05"W.
5	200.00	76°44'50"	287.90	168.37	248.31	N.37°36'06"W.
6	415.00	33°35'00"	243.25	125.23	239.78	N.16°01'11"W.
7	50.00	25°58'42"	22.67	11.53	22.48	N.45°48'03"W.
8	50.00	20°28'42"	17.87	9.03	17.76	N.48°33'03"W.
9	407.00	163°14'12"	1159.55	2762.31	805.31	S.60°04'12"W.
10	208.00	32°05'04"	116.48	59.81	114.96	S.05°30'22"E.
11	208.00	53°02'17"	192.54	103.79	185.74	S.37°03'18"W.
12	257.00	141°35'46"	635.35	738.86	485.48	S.07°14'57"E.
13	208.00	62°00'24"	225.10	125.00	214.28	S.47°04'08"E.
14	577.00	14°44'40"	148.48	74.65	148.08	S.23°26'16"E.
15	33.00	84°29'37"	48.66	29.97	44.37	S.11°26'12"W.
16	574.00	02°57'26"	29.63	14.82	29.62	S.53°09'44"W.
17	1026.00	08°31'52"	152.77	76.52	152.63	S.52°22'30"W.
18	308.00	40°41'50"	218.77	114.23	214.20	S.68°27'29"W.
66	2631.00	04°40'46"	214.88	107.50	214.82	N.84°12'00"E.
67	268.00	85°53'50"	401.78	249.46	365.20	S.50°30'42"E.
68	637.00	87°36'43"	974.05	610.99	881.69	S.51°22'09"E.
69	223.00	84°09'24"	366.47	239.79	326.60	S.48°05'48"E.

NOTES;

1. BEARINGS ARE BASED ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SECTION 28 HAVING A BEARING OF S.01°01'07"E.

2. THE DESCRIBED PARCEL IS INTENDED TO BE THE SAME AS TRACT LK-1 OF CORKSCREW SHORES ACCORDING TO THE PLAT THEREOF TO BE RECORDED.

SHEET 5 OF 6

DIVERSIFIED SURVEYING
1939 DANA DRIVE, FORT MYERS, FL 33907
PHONE: 239.895.1053 LB # 7935

SECTION 21 & 28 TOWNSHIP 46 SOUTH, RANGE 26 EAST
FILE: LAKE_LGL

REVISIONS:	DRAWN	DESCRIPTION	DATE

DATE : 3/12/2014

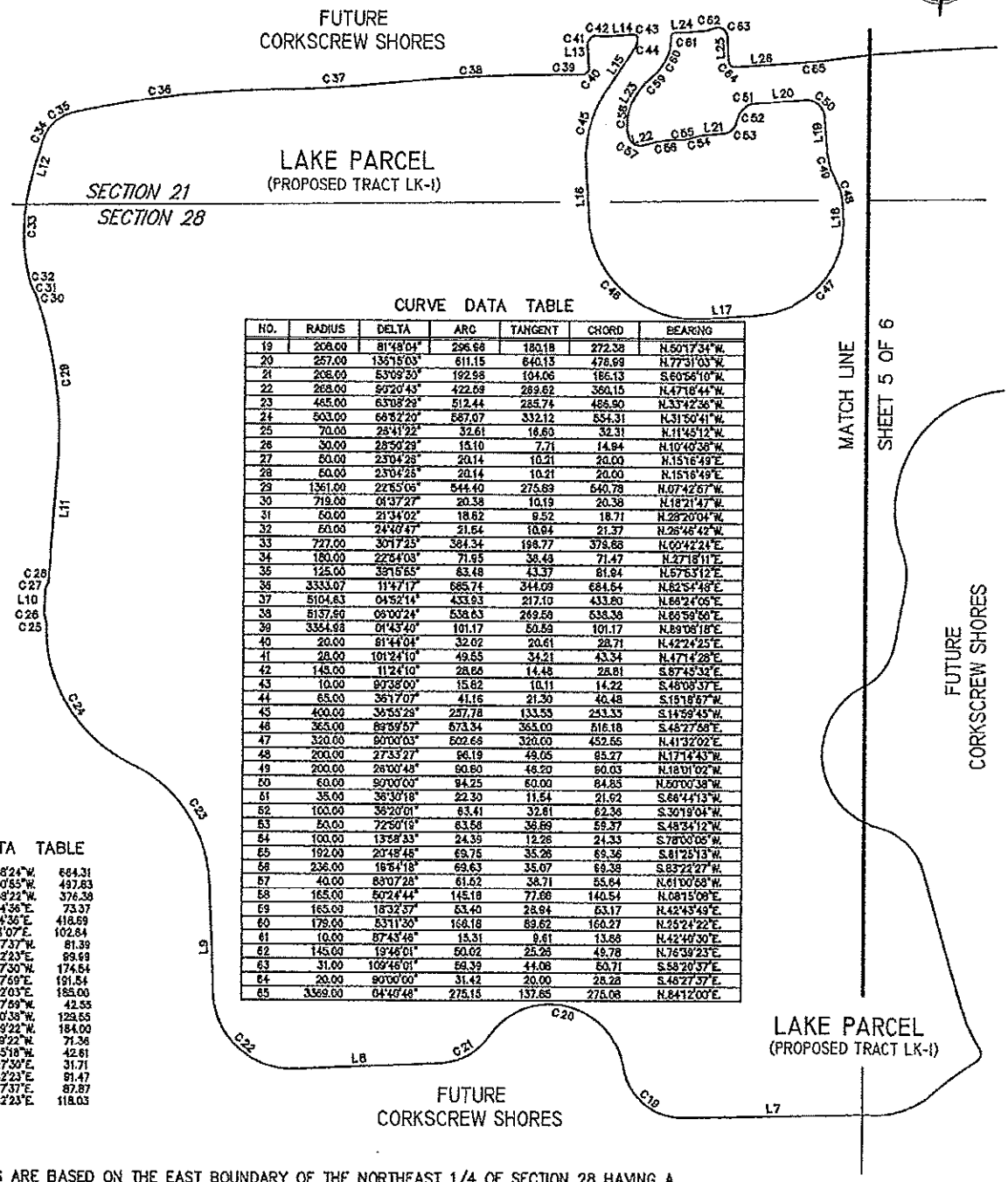
NOT A SURVEY

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

DESCRIPTION SKETCH
CORKSCREW SHORES
LAKE PARCEL

0 500 1000

SCALE 1" = 500'



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
19	208.00	81°48'04"	296.68	180.18	272.38	N.60°17'34"W.
20	257.00	136°15'03"	611.15	640.13	478.69	N.77°31'03"W.
21	208.00	53°09'30"	192.98	104.06	186.13	S.60°56'10"W.
22	268.00	90°20'43"	422.69	269.62	380.15	N.47°18'44"W.
23	465.00	63°08'29"	512.44	285.74	486.90	N.33°42'36"W.
24	503.00	66°52'20"	587.07	332.12	554.31	N.31°50'41"W.
25	70.00	26°41'22"	32.61	16.60	32.31	N.11°45'12"W.
26	30.00	28°50'29"	15.10	7.71	14.94	N.10°40'36"W.
27	50.00	23°04'28"	20.14	10.21	20.00	N.15°16'49"E.
28	50.00	23°04'28"	20.14	10.21	20.00	N.15°16'49"E.
29	1361.00	22°55'05"	544.40	275.69	540.78	N.07°42'07"W.
30	719.00	01°37'27"	20.38	10.19	20.38	N.18°21'47"W.
31	50.00	21°34'02"	18.82	9.52	18.71	N.28°20'04"W.
32	50.00	24°40'47"	21.54	10.94	21.37	N.26°46'42"W.
33	727.00	30°17'25"	384.34	196.77	379.68	N.00°42'24"E.
34	180.00	22°54'03"	71.95	36.43	71.47	N.27°18'11"E.
35	125.00	39°15'55"	83.48	43.37	81.94	N.57°53'12"E.
36	3333.07	11°47'17"	685.74	344.09	684.54	N.82°54'48"E.
37	5104.83	04°52'14"	433.93	217.10	433.80	N.86°24'05"E.
38	5137.50	06°00'24"	538.63	269.58	538.38	N.86°59'56"E.
39	3354.98	01°43'40"	101.17	50.59	101.17	N.89°08'18"E.
40	20.00	61°44'04"	32.02	20.61	28.71	N.42°24'25"E.
41	28.00	101°24'10"	49.55	34.21	43.34	N.47°14'28"E.
42	145.00	11°24'10"	28.86	14.48	28.81	S.87°45'32"E.
43	10.00	90°38'00"	15.82	10.11	14.22	S.48°08'37"E.
44	65.00	36°17'07"	41.16	21.30	40.48	S.15°18'57"W.
45	400.00	36°55'29"	257.78	133.55	253.33	S.14°59'45"W.
46	365.00	89°59'57"	573.34	365.00	516.18	S.45°27'58"E.
47	320.00	90°00'03"	502.65	320.00	452.55	N.41°32'02"E.
48	200.00	27°33'27"	96.19	49.05	95.27	N.17°14'43"W.
49	200.00	26°00'48"	90.80	46.20	90.03	N.18°01'02"W.
50	60.00	90°00'00"	94.25	60.00	84.85	N.50°00'38"W.
51	35.00	36°30'18"	22.30	11.54	21.92	S.66°44'13"W.
52	100.00	36°20'01"	63.41	32.81	62.36	S.30°19'04"W.
53	50.00	72°50'19"	63.56	36.89	59.37	S.48°34'12"W.
54	100.00	13°58'33"	24.39	12.26	24.33	S.78°00'05"W.
55	192.00	20°48'48"	69.75	35.26	69.36	S.81°25'13"W.
56	236.00	16°54'18"	69.63	35.07	69.39	S.83°22'27"W.
57	40.00	88°07'28"	61.52	38.71	55.64	N.61°00'68"W.
58	165.00	50°24'44"	145.18	77.66	140.54	N.08°15'06"E.
59	165.00	18°32'37"	53.40	28.94	53.17	N.42°43'49"E.
60	179.00	53°11'30"	166.18	89.62	160.27	N.25°24'22"E.
61	10.00	87°43'48"	15.31	9.61	13.86	N.42°40'30"E.
62	145.00	19°46'01"	50.02	25.26	49.78	N.76°39'23"E.
63	31.00	109°46'01"	59.39	44.08	50.71	S.58°20'37"E.
64	20.00	90°00'00"	31.42	20.00	28.28	S.46°27'57"E.
65	3369.00	04°40'48"	275.15	137.65	275.08	N.84°12'00"E.

LINE DATA TABLE

L7	S.68°48'24"W.	664.31
L8	S.87°30'55"W.	497.83
L9	N.02°09'22"W.	376.38
L10	N.03°44'36"E.	73.37
L11	N.03°44'36"E.	418.69
L12	N.15°51'07"E.	102.84
L13	N.03°27'37"W.	81.39
L14	N.86°32'23"E.	99.69
L15	S.33°27'30"W.	174.54
L16	S.03°27'59"E.	191.54
L17	N.86°32'03"E.	185.00
L18	N.03°27'59"W.	42.55
L19	N.05°00'38"W.	129.55
L20	S.84°59'22"W.	184.00
L21	S.84°59'22"W.	71.36
L22	S.74°55'18"W.	42.61
L23	N.33°27'30"E.	31.71
L24	N.86°32'23"E.	91.47
L25	S.03°27'37"E.	87.87
L26	N.86°32'23"E.	118.03

NOTES;

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SHEET 6 OF 6

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