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DECLARATION FOR RAFFIA PRESERVE

TABLE OF CONTENTS

Page

ARTICLE 1: DEFINITIONS	1
ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION; GENERAL PLAN OF DEVELOPMENT	5
ARTICLE 3: IRRIGATION SYSTEM; LANDSCAPING	5
ARTICLE 4: COMMON PROPERTY	8
ARTICLE 5: NON-RESIDENTIAL ACTIVITIES	10
ARTICLE 6: USE AND ARCHITECTURAL RESTRICTIONS	11
ARTICLE 7: EASEMENTS	23
ARTICLE 8: ARCHITECTURAL CONTROL	25
ARTICLE 9: MAINTENANCE BY THE ASSOCIATION	28
ARTICLE 10: MAINTENANCE BY OWNERS	30
ARTICLE 11: SURFACE WATER DRAINAGE AND MANAGEMENT SYSTEM	31
ARTICLE 12: ADDITIONS TO OR DELETIONS FROM PROPERTY	32
ARTICLE 13: MEMBERSHIP AND VOTING RIGHTS	33
ARTICLE 14: TRANSFER OF CONTROL	34
ARTICLE 15: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	35
ARTICLE 16: COVENANT FOR ASSESSMENTS; CAPITAL CONTRIBUTIONS	37
ARTICLE 17: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGEES	41
ARTICLE 18: DAMAGE, DESTRUCTION AND RESTORATION OF COMMON PROPERTY	42
ARTICLE 19: CONDEMNATION	43
ARTICLE 20: TERMINATION OF THE DECLARATION	43
ARTICLE 21: DECLARANT'S RIGHTS	43
ARTICLE 22: AMENDMENTS	45
ARTICLE 23: GENERAL PROVISIONS	46

INDEX OF EXHIBITS

A	-	LEGAL DESCRIPTION OF THE RESIDENTIAL PROPERTY
B	-	DESCRIPTION OF COMMON PROPERTY
C	-	ARTICLES OF INCORPORATION OF THE ASSOCIATION
D	-	BY-LAWS OF THE ASSOCIATION
E	-	VOTING RIGHTS OF THE MEMBERS
F	-	TYPES OF ASSESSMENTS AND BASIS FOR CALCULATION
G	-	INITIAL ARCHITECTURAL REVIEW COMMITTEE GUIDELINES
H	-	SFWMMD PERMIT AND MITIGATION PLAN

NOTICE: As provided in Section 23.4 of this Declaration, each Owner, by virtue of taking title to a Lot or Parcel, hereby agrees that the deed of conveyance of the Lot or Parcel to a third party shall specifically state that the Lot or Parcel is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots and Parcels.

THIS DECLARATION FOR RAFFIA PRESERVE ("Declaration") is made by WCI Communities, LLC, a Delaware limited liability company, whose address is 24301 Walden Center Drive, Bonita Springs, Florida 34134.

WITNESSETH:

WHEREAS, Declarant (defined in Article 1 hereof) desires to develop a master planned development commonly known as Raffia Preserve ("Community"), within which there may be developed over time single family homes, townhomes, multi-family structures or developments, various other facilities and improvements of a residential nature, and the supporting infrastructure in accordance with the master plan and the respective approved site plans; and

WHEREAS, Declarant desires to insure the attractiveness and functionality of the Community and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Community and to provide for the maintenance of common property and other community facilities; and, to this end, desires to subject the property of the Community to the covenants, conditions, restrictions, provisions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Community and each owner of the portions thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities of the Community and to insure the enjoyment of the specific rights, privileges and easements in the common properties and community facilities, to create an association to exercise the powers of owning, maintaining, leasing and/or administering the common properties, administering and enforcing the covenants and restrictions contained hereinafter, collecting and disbursing the assessments and charges hereinafter created and otherwise fulfilling the tasks and expectations of such association as contemplated herein and Chapters 617 and 720, *Florida Statutes*; and

WHEREAS, Raffia Preserve Master Association, Inc. has been formed under the laws of the State of Florida, as a not-for-profit corporation, for the purpose of exercising the functions, responsibilities, duties and other actions contemplated herein;

WHEREAS, Declarant hereby declares that the Property identified in Article 2 hereof shall be held, transferred, sold, conveyed, leased, mortgaged, used occupied and otherwise dealt with subject to the terms of the covenants, conditions, restrictions, provisions, easements, charges and liens hereinafter set forth, all of which are created in the best interest of the owners and residents of the Property, and which will run with the land and shall be binding upon all persons having and/or acquiring any right, title or interest in the Property or any portion thereof, or shall occupy any portion of such Property, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Property, or any portion thereof.

NOW, THEREFORE, the foregoing recitals are hereby incorporated as if fully set forth hereinafter, and in consideration of the foregoing, the Declarant hereby states as follows:

ARTICLE 1: DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

1.1 "Act" means Chapter 720, *Florida Statutes*, as existing on the date of recordation of this Declaration.

1.2 "Amenities" means those Community amenities and facilities as contemplated under Section 2.2 of this Declaration.

1.3 "ARC" means the architectural review committee of the Association, as established in Article 8 hereof.

1.4 "ARC Guidelines" means the guidelines for development and/or renovation of the Lots contained or to be contained in the Community. A copy of the initial ARC Guidelines for the Community is contained in Exhibit G attached hereto and made a part hereof. Any amendments or modifications to the

original ARC Guidelines need not be recorded in the public records of the County. Wherever in this Declaration the approval of the ARC is required, it shall be in accordance with the ARC Guidelines, to the extent the ARC Guidelines contain guiding provisions.

1.5 "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles, as filed with the State of Florida Department of State, is attached hereto as Exhibit C.

1.6 "Assessment" or "Assessments" means those charges and obligations set forth in Article 16 hereof, including General Assessments, Special Assessments, Neighborhood Assessments and Specific Assessments.

1.7 "Association" means the Raffia Preserve Master Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapters 617 and 720, *Florida Statutes*, to administer certain common and designated functions for the Community pursuant to this Declaration.

1.8 "Authorized User" means the tenants, guests and invitees of a Homeowner and all occupants of a Home other than the Homeowner(s).

1.9 "Benefited Parties" means Declarant, Association and Owners, together with each of their respective successors and assigns, and the tenants, guests and invitees of the Owners, but excluding the general public.

1.10 "Board" or "Board of Directors" means the board of directors of the Association.

1.11 "By-Laws" means the By-Laws of the Association, as may be amended from time to time. A copy of the By-Laws is attached hereto as Exhibit D.

1.12 "Common Property" or "Common Properties" means (i) any property now or hereafter owned or leased by the Association; (ii) any property maintained by the Association pursuant to agreement (whether or not such property constitutes a portion of the Property); (iii) any property designated in Exhibit B hereto as Common Property, (iv) the Amenities and any other property designated by Declarant as Common Property elsewhere in this Declaration or in any amendment or supplement to this Declaration; (v) any portion of the Property designated as Common Property of the Association (or words to that effect) on any plat(s) of the Property, recorded in the public records of the County ("Plat"), (vi) any property now or hereafter owned by Declarant but maintained by the Association, (vii) any property now or hereafter owned by a third party but maintained by the Association pursuant to written agreement; (viii) all buffer zones or other areas located on the Property which may be required to be maintained by the Association pursuant to any applicable development order, permit or approval from any governmental entity with authority over the Property, and (ix) any personal property acquired by the Association if said property is designated as "Common Property" by the Association or Declarant to be Common Property. "Common Property" shall also include, but shall not be limited to, (a) landscaping, signage and recreational facilities which are contained within lands that are Common Property, (b) any lake areas or bodies of water for which the Association has maintenance responsibility, (c) all portions of the surface water management system (including dedicated lake tracts, lake maintenance or drainage easements, and corresponding infrastructure), which shall be maintained in accordance with the surface water management permit, (d) utility easements or tracts for corresponding sewer or potable water, (e) all roads and road rights-of-way contained within the Community, whether or not yet conveyed to the Association and whether or not located within the gated portions of the Community, (f) the Community Entry Features, and (g) all signage within the Community. Any land or personal property leased by the Association shall lose its character as Common Property upon the expiration of such lease.

1.13 "Community" means the master planned community development project known as Raffia Preserve. The Community may also include any lands not located within the gated boundaries of a portion of the Property (such as, but not limited to, lands located on adjacent lands or lands lying in close proximity to the gated lands) which are subjected to the scope of this Declaration as a part of the Property.

1.14 "Community Entry Features" means the signage, structures, buildings, access gates, gatehouses and other improvements and associated landscaping existing or to be placed at or near any or all entrances to the Community. The Community Entry Features will be placed in such location(s) and

elsewhere along the median and parkways within adjacent or nearby right(s)-of-way from time to time, or on Common Property or elsewhere on or off the Property at or near the entrance(s) to the Community.

1.15 "Community Wide Standards" means the standards of conduct, maintenance or other activity generally prevailing throughout the Property. Such standards may be more specifically determined by Declarant so long as Declarant owns one or more Homes or Parcels within the Community. Community Wide Standards shall be set forth in this Declaration or as a part of the Rules and Regulations.

1.16 "County" means Collier County, Florida.

1.17 "Declarant" means WCI Communities, LLC, a Delaware limited liability company ("WCI"), and its successors, assigns, and designees, including, but not limited to, assigns by operation of law. The term "Declarant" shall not include any Person (including a joint venture involving Declarant) who purchases a Home or Parcel; provided, however, a subsequent owner of a portion of the Property may be specifically assigned a portion of the rights held by WCI as Declarant hereunder and such assignee shall be deemed a Declarant but limited to only exercise such rights of Declarant as WCI specifically assigned with respect to the portion of the Property identified in the assignment. If, however, such purchaser is specifically assigned all the rights held by WCI as Declarant hereunder, such assignee shall be deemed Declarant and may exercise all the rights of Declarant hereunder. Any full or partial assignment of Declarant's rights shall be by an express written assignment recorded in the public records of the County, specifically setting forth the description of the rights assigned and the specific property of assignee to which the assigned rights apply. Any partial assignment may be made on a non-exclusive basis and in the event of a dispute between WCI (and its successors or assignee of full Declarant's rights hereunder) and any assignee of a portion of Declarant's rights hereunder, the exercise of rights by WCI as Declarant hereunder (and its successors or assignee of full Declarant's rights) shall be controlling.

1.18 "Declaration" means this Declaration, as may be amended and supplemented from time to time.

1.19 "First Mortgage" means a valid mortgage having priority over all other mortgages on the same portion of the Property.

1.20 "First Mortgagee" means the holder or owner of a First Mortgage.

1.21 "Governing Documents" means collectively this Declaration, the Articles, the By-Laws, the Rules and Regulations, and any other instrument which governs the operation and/or use of the Property and the duties and obligations of the Association.

1.22 "Home" means any residential dwelling that has been completed and a certificate of occupancy has been issued, and which has been conveyed to a Person other than Declarant.

1.23 "Homeowner" means the Owner of a Home. If more than one Person holds title to a single Home, all such Persons are Owners, jointly and severally.

1.24 "Institutional Lender" means the holder of a First Mortgage encumbering any portion of the Property, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the Owner of the Property encumbered. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Lender also shall mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

1.25 "Lot" means a subdivided lot created by plat and designed for residential use through construction of a Home thereon.

1.26 "Member" means a member of the Association, as provided in this Declaration, the Articles or the By-Laws.

1.27 "Neighborhood" means a portion of the Property which contains certain designated Lots and Parcels. The concept of a Neighborhood is designed to ensure that matters and items of common interest to a particular grouping of Lots for which expenses shall be incurred are charged to the Owners of such Lots pursuant to the Assessment process defined herein.

1.28 "Owner" means any Person who from time to time holds record fee simple title to any Parcel or any part thereof. "Owner" shall include a Homeowner and each other Owner, including Declarant as to any Parcel it owns. A builder who holds title to a Lot or Parcel is Owner.

1.29 "Parcel" means a portion of the Residential Property developed or anticipated to be developed as single family detached homes, zero lot-line detached single family homes, multi-family structures, duplexes, or townhouses.

1.30 "Person" means any natural person or artificial entity having legal capacity.

1.31 "Property" means and refers to that certain real property identified in Article 2 hereof.

1.32 "Residential Property" means all of the Property excluding any lands dedicated for recreational use under this Declaration.

1.33 "Rules and Regulations" means the rules and regulations adopted by the Board, as same may be amended from time to time.

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

1.35 "SFWMD Permit" means the permit(s) issued from time to time with regard to the Community. The current SFWMD Permit is attached hereto and incorporated herein as Exhibit H.

1.36 "Telecommunications Provider" means any party contracting with the Association to provide Owners with one or more Telecommunication Services. Declarant, its affiliates, subsidiaries, joint venturers, associates, and partners may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to multichannel video programming service, one Telecommunications Provider may provide the Association such service while another may own, maintain and service the Telecommunications Systems that allow delivery of such multichannel video programming service.

1.37 "Telecommunications Services" means local exchange services provided by a certified local exchange carrier or alternative local exchange company. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: toll calls, data transmission services, basic service, expanded basic service, multichannel video programming service, premium and community channels.

1.38 "Telecommunications Systems" means all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Property. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

1.39 "Transfer of Control" means that date upon which Declarant transfers majority control of the Board as provided in Article 14 hereof.

All definitions contained in the Governing Documents other than this Declaration are hereby incorporated into this Declaration (most specifically the definitions contained in the exhibits to this Declaration).

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION; GENERAL PLAN OF DEVELOPMENT

2.1 Subject Property. The Property which shall be held, transferred, sold, conveyed, leased, mortgaged, used and occupied subject to this Declaration is located within the County, and is more particularly described in the descriptions attached hereto as Exhibit A and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto and less any deletions therefrom pursuant to Article 12 hereof.

2.2 General Plan of Development. The Community is a development containing a variety of residential uses, together with certain recreational and other ancillary facilities. As the Community is progressively developed, the Property to which this Declaration shall apply shall also progressively increase in land area. The general plan of development for the Community includes proposed recreational amenities, including, but not limited to, a clubhouse with a variety of use and related areas, certain pool facilities, and various outdoor activity areas, which shall collectively constitute the Amenities. Declarant shall have the right and authority, in its sole discretion, to determine the amenities and facilities to be contained in the Amenities, and Declarant shall not have the obligation to construct any or all of the specific amenities and facilities referred to above as proposed. The Amenities comprise or shall comprise a portion of the Common Property, and are subject to the terms of this Declaration, except as otherwise specifically provided herein. The facilities of the Amenities, as well as the lands underlying the Amenities, are or shall be owned by the Association, and every Homeowner shall be permitted to utilize the facilities and shall be obligated to pay for such usage (regardless of whether or not actually used) pursuant to this Declaration. As noted hereinafter, Declarant has the right, for so long as Declarant owns any portion of the Property, in its sole discretion and from time to time, to permit individuals other than Owners to utilize the Amenities. The use of the Amenities may result in an increase in the number of persons using the roads and the parking facilities of the Community. In addition to the easements contained herein, Declarant hereby reserves unto itself and its successors and assigns and also the right to unilaterally grant over, across and through the Property any non-exclusive easements which may be required for the use, operation and enjoyment of the Amenities. The Association shall have the right to provide from time to time rules and regulations governing the use and operation of the Amenities.

2.3 Expansion of Community. Declarant has the right, acting in its sole discretion, but not the obligation, to expand the Community from time to time by adding additional land, or to change the number or type of Parcels, Lots, Homes, and any other residential, amenities or other features of the Community.

2.4 Long Term Development. Some areas of the Community may be under development for extended periods of time. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by the construction operations. From time to time, Declarant, builders and others may present to the public or display certain renderings, plans and models showing possible future development of the Community. Declarant does not warrant in any way that the schemes in these renderings, plans or models will actually be developed. Any such renderings, plans or models are primarily thematic and in no way represent a guaranteed final development plan for the Community.

ARTICLE 3: IRRIGATION SYSTEM; LANDSCAPING

3.1 Irrigation.

3.1.1 Installation and Operation. The Association shall own and operate an underground irrigation distribution system which shall comprise a portion of the Common Property and will provide landscape irrigation to all Homes, Common Property, common areas and common elements, as well as other portions of the Community. All lines and facilities shall be constructed to the boundaries of each Lot and the Association shall maintain all portions of the underground irrigation distribution system and the lakes which are the source of the waters, as are contained on or within the portions of the Property owned by the Association from time to time. The Association is responsible for maintaining all lines and facilities up to the boundary of a Lot or Parcel. The Owner is responsible for maintaining lines and facilities within the Lot or Parcel. All irrigation systems, regardless of location, shall be maintained and operated in accordance with the Community Wide Standards.

3.1.2 Reserved Rights of the Association to Control Amount of Water. The Association, in order to ensure that all portions of the Community may have water for irrigation purposes,

specifically reserves the right to control, in its sole discretion, the amount of irrigation water delivered to all particular portions of the Property.

3.1.3 Irrigation System Easement. A perpetual, non-exclusive easement is hereby granted to the Association over, across, under and through the Property for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating and servicing any portion(s) of the irrigation system.

3.1.4 Irrigation Service. The Association will manage, maintain and operate the irrigation system and shall perform such services in the same manner as the Association shall maintain other Common Property, and shall allocate to each Lot and Parcel (as applicable), through the Assessment process, a portion of the cost of operating and maintaining the irrigation system and related costs and fees and an equal share of the cost of the irrigation water, regardless of the size or landscaped area of any Parcel or the frequency of watering or volume of water used. The Association shall not be liable to any Owner for any interruption in irrigation service, the quality of irrigation water, the source of irrigation water or any damage to the landscaping or sod on a Lot or Neighborhood common area caused by providing or not providing irrigation service. Every Owner, by virtue of taking title to a portion of the Property, shall indemnify, defend and hold harmless the Association and its supervisors, officers, employees and agents against and in respect of, and reimburse the same on demand for any and all claims; demands, losses, costs, expenses, settlement; obligations, liabilities, damages, recourse and deficiencies including, but not limited to, interest, penalties, attorneys' fees and disbursements (even if incident to appeal) that the Association, its supervisors, officers, employees and agents incur or suffer which arise, result from or relate to any claim made by any party based on the installation, operation and maintenance of the irrigation system and the provision of irrigation service to the Lot or Parcel, including, without limitation, property damage, personal injury or claims for inconvenience.

3.1.5 Source of Water. All Owners acknowledge that irrigation water will be provided from an irrigation lake that will be fed through one or more recharge wells and the flow of natural waters and Community stormwater runoff. Nothing shall prevent the Association from contracting with the County for the use of treated reuse water should it become available in the future.

3.2 Landscaping. It is the intent of the Declarant to maintain a uniform aesthetic throughout the Community with regard to landscaping. Therefore, the Association is responsible for maintaining all landscaping in the Community in accordance with this Section 3.2.

3.2.1 Association Maintenance. The Association shall maintain all landscaping in the Community including all landscaping installed on Lots. No modifications or maintenance activities pertaining to landscaping may be undertaken by an Owner without the express prior written approval of the ARC. Landscaping maintenance activities shall be undertaken during such hours and on such days as the Board of Directors may determine from time to time.

3.2.2 Supplemental Landscaping. If an Owner desires to install additional landscaping beyond the base landscaping installed by the Declarant, such Owner shall file an application with the ARC for consideration (except that replacement of landscaping with the same species of landscaping and in the same location shall not require prior ARC approval) ("Supplemental Landscaping"). Supplemental Landscaping may only be installed at the Owner's expense by a landscaping contractor approved in advance by the Association at the sole expense of the Owner. Following installation of Supplemental Landscaping, the Association shall maintain such Supplemental Landscaping. The Association shall have the power to levy a Specific Assessment against an Owner for costs and expenses associated with any Supplemental Landscaping installed on such Owner's Lot if determined to be necessary and appropriate by the Board.

3.2.3 Trees. All trees in the Community shall be maintained by the Association.

3.2.3.1 The Association shall not remove any trees, other than citrus trees as noted hereinbelow, except for diseased or dead trees and trees needing to be removed to promote the growth of other landscaping or for safety reasons and such removal may be conditioned upon replacement of removed trees.

3.2.3.2 Trees bordering the pavement edge of the roadways (street trees) as installed by Declarant throughout the Property will be maintained by the Association, including trimming, fertilization and replacement.

3.2.3.3 Prohibition Against Citrus and Other Fruit Trees in the Community; Landscaping Decontamination Requirements. No "citrus tree" (defined for purposes of this Section as a tree or bush bearing citrus fruit) shall be permitted to be contained in the Community, based upon the current and ongoing difficulties in the state of Florida with citrus canker and the fact that the only method for eradicating citrus canker is to wholly eradicate all citrus species in a community. Such prohibition against citrus trees shall apply both to citrus trees planted in the ground or any planter, pot or other decorative feature. Any and all outside landscaping installation and maintenance contractors shall be required to comply with any decontamination procedures determined by the Board, in its sole discretion, to be reasonably necessary and warranted. In the event there are citrus trees located in the Community prior to the recordation of this Declaration, no Owner or other resident of the Community shall be permitted to harvest any fruit from such trees. The Association shall have all right, power and authority to cut down and/or remove any and all citrus trees located in the Community, whether located on the Common Property, a Lot or a Parcel. The Association shall have the power to levy a Specific Assessment against an Owner who plants or otherwise places a citrus tree on any portion of the Property. All other types of "fruit trees," such, as, but not limited to, mango, papaya and banana trees, are also prohibited on any Lot because of the additional maintenance requirements for same that would be required by the Association.

3.2.4 Container Plants. Notwithstanding anything herein to the contrary, an Owner may maintain a reasonable number of plants in pots or containers that are not installed in the ground but on lanai or patio areas ("Container Plants"). Owner acknowledges and agrees that Container Plants are maintained, repaired and replaced at Owner's sole risk, cost and expense. Further, Owners acknowledge and agree that consumption of fruits and vegetables harvested from such Container Plants is at the sole risk of the consumer and Owners indemnify the Association for any and all damages, costs, and expenses incurred by Association related to such Container Plants. In addition, Owners agree and acknowledge specifically that the Association is unable to guarantee the safety or protection of Container Plants from toxic spray/fertilizers that may be needed from time to time. Container Plants shall be maintained by the Owner in accordance with the Community Wide Standards.

3.2.5 Plantings Adjacent to Boundary Walls. No plantings may be installed and maintained in lands adjacent to any Boundary Walls (as defined hereinafter) except as permitted by the ARC in accordance with the ARC Guidelines for Supplemental Landscaping.

3.2.6 Conservation Areas, Wetlands and Upland Buffers. All Owners acknowledge that a Lot may contain or may be adjacent to wetland preservation or mitigation areas and upland buffers which are protected by conservation easements and such areas may not be altered from their natural or permitted condition. Any and all maintenance of such areas will be performed by the Association in accordance with the SFWMD Permit or respective easement requirements. The Association may remove exotic or nuisance vegetation or restoration in accordance with an approved restoration plan included in a conservation easement or the SFWMD Permit. Exotic vegetation may include, but it is not limited to, melaleuca, Brazilian Pepper, Australian Pine, and Japanese Climbing Fern or any other species currently listed by the Florida Exotic Pest Council. Nuisance vegetation may include, but it is not limited to, cattails, primrose willow and grape vine. The Association shall take all action necessary to enforce the conditions of any conservation easement on the Property and any SFWMD Permit.

3.3 Limitations on Amendment. The provisions of this Article 3 shall not be amended except by (a) the Declarant solely pursuant to the Declarant's amendment rights outlined in Article 22; or (b) the affirmative vote of 67% of the total voting interests in the Association and Declarant for so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property, this section is amendable pursuant to the general amendment provisions of this Declaration.

3.4 Landscape Maintenance and Replacement. An Owner shall be solely responsible for replacing, at the Owner's sole cost and expense, any and all landscaping contained on a Lot or Parcel (including but not limited to, shrubs, trees, palms, and sod) if such landscaping either dies or requires replacement. The Association shall only be responsible for the normal and ordinary maintenance of such landscaping on a Lot or Parcel as specifically contemplated in Section 3.2 herein.

ARTICLE 4: COMMON PROPERTY

4.1 Appurtenances. The benefit of all rights and easements granted by this Declaration with regard to the Common Property constitute a permanent appurtenance to, and will pass with, the title to every portion of the Property enjoying such benefit. Whenever any such rights or easements are described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Owners and other Benefited Parties granted such benefit by this Article, unless this Article expressly grants such benefit to other Persons. In no event will the benefit of any such easement extend to the general public.

4.2 Conveyance by Declarant. Declarant shall have the right to convey title to any portion of the Property, or any easement or interest therein, to the Association as Common Property, and the Association shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the County. Notwithstanding the foregoing, Declarant shall not have the obligation to develop and/or convey any portion of the Property to the Association as Common Property, and if Declarant desires to convey any portion of the Property to the Association, the timing of the conveyance shall be in the sole discretion of Declarant.

4.3 Conveyance by any Person. Any Person other than Declarant may convey title to any portion of the Property, or any easement or interest therein, to the Association as Common Property, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Association, unless the Board expressly accepts the conveyance by having an officer of the Association acknowledge such acceptance on the deed or other instrument of conveyance or by recording a later written acceptance of such conveyance in the public records of the County.

4.4 Use and Benefit. All Common Property owned or leased by Association shall be held by the Association for the use and benefit of the Association, the Benefited Parties, and any other Persons authorized to use the Common Property or any portion thereof by Declarant or the Association. All Common Property shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (a) the terms of this Declaration, (b) the terms of any easement, restriction, reservation or limitation of record affecting the Common Property or contained in the deed or instrument conveying the Common Property to the Association, and (c) any rules and regulations adopted by the Association. The Association may restrict use of any portion of the Common Property when the nature of such property is not intended for the use of some of the Benefited Parties or may restrict the type of use or times of use in any way deemed appropriate by the Board. An easement and right for such use of the Common Property is hereby created in favor of all Benefited Parties, appurtenant to the title to their portion of the Property, subject to any rules and regulations promulgated by the Association. In addition, (x) Declarant shall have the right, in its sole discretion, to permit access to and use of the Common Property to and by individuals other than as so described herein for so long as Declarant owns any portion of the Property, and (y) Declarant retains and reserves the right to grant easements and rights of way in, to, under and over the Common Property so long as Declarant is a member of the Association for such purposes as Declarant shall reasonably deem necessary or helpful in connection with the development, sale or operation of the Community.

4.5 Additions, Alterations or Improvements.

4.5.1 On or before Transfer of Control. On or before Transfer of Control, the Association shall have the right to make additions, deletions, alterations or improvements to the Common Property (if any) and to purchase any personal property as it deems necessary or desirable from time to time. The cost and expense of any such additions, deletions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a common expense.

4.5.2 Subsequent to Transfer of Control. Subsequent to Transfer of Control, the Association shall have the right to make additions, alterations or improvements to the Common Property, and to purchase any personal property as it deems necessary or desirable from time to time; provided, however, that the approval of a majority of the Members present in person or by proxy at a duly called meeting of the Association shall be required for any addition, alteration or improvement, or any purchase of personal property, for which the annual expense exceeds 10% of the annual budget in effect at the time the addition, alteration, improvement or purchase is contemplated by the Association. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Property, or any existing improvements or

personal property associated therewith, or with respect to any property being conveyed to the Association by Declarant. The cost and expense of any such additions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a Common Expense.

4.5.3 Declarant Alterations. So long as Declarant owns any portion of the Property, Declarant shall have the right to make any additions, alterations or improvements to the Common Property, or to amend the description of the Common Property, as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

4.6 Dedications. Declarant hereby reserves the right to dedicate, grant or convey any portion of the Property owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. Declarant also shall have the right to direct the Association to likewise dedicate, grant or convey any Common Property, or any interest or easement in any Common Property, owned by the Association whereupon the Association shall execute such documents as will be necessary to effectuate such dedication; provided, however, that this right of Declarant shall terminate when Declarant either is no longer a Member or has duly executed and recorded in the public records of the County a notice releasing and waiving this right, whereupon the right shall be vested solely within the Association. Any portion of the Property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this provision shall not be subject to this Declaration, unless the instrument so dedicating, granting, or conveying such portion of the Property, interest or easement specifically provides that same shall remain subject to this Declaration.

4.7 Association Rights as to Common Property. The rights and easements of the Benefited Parties and, in general, the use of the Common Properties shall be subject to the following:

4.7.1 The right of the Association to limit the use of the Common Properties.

4.7.2 The right of the Association to suspend the enjoyment rights of an Owner, if and up to the maximum extent permitted by law, for any period during which any Assessment remains unpaid, or for any infraction of the Rules and Regulations or this Declaration.

4.7.3 The right of the Association to dedicate or transfer all or any part of the Common Property owned by the Association to any governmental body, quasi-governmental body, public agency, authority or utility for purposes associated with such entities. No such dedication or transfer shall be effective unless the Members entitled to cast at least 67% of the total Class A votes and all of the Class B votes agree to such dedication or transfer; provided, however, that this paragraph shall not preclude (a) the Association, on or before Transfer of Control pursuant to Section 14.1 hereof, from dedicating or transferring all or any portion of the Common Property owned by the Association to any public agency, authority or utility for such purposes without the consent of the Owners; (b) the Board of Directors from granting specific easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, fire protection, trash collection and utilities and drainage facilities and other utilities or services of the like, upon, over, under and across the Common Property without the consent of the Members; or (c) prevent Declarant from granting such specific easements with regard to any portion of the Property owned by Declarant, including any Common Property, without the consent of the Members.

4.7.4 The right of the Association to impose reasonable Rules and Regulations with respect to the use of the Common Properties in addition to those set forth herein.

4.7.5 The restrictions and conditions of any applicable zoning ordinance or development order, or any other regulation, rule or statute.

4.8 Extension of Rights and Benefits. Every Owner shall automatically have the rights and easements of enjoyment vested in him under this Article extended to each of the applicable Benefited Parties, and to such other persons as may be permitted by the Association.

4.9 Lease and Operation. The Association shall have the right to enter into agreements for the lease or operation of all or a portion of the Common Property, whether or not for profit.

4.10 Maintenance Agreements. Declarant, and after Declarant no longer owns any portion of the Property, the Association, shall have the right to enter into agreements for lease, use, license,

maintenance or easement with any governmental or quasi-governmental agency or private or public utility company in order to obligate the Association to maintain and/or upkeep certain real property not owned by Declarant or the Association and which may or may not constitute a portion of the Property, including, without limitation, any roads, right-of-ways, medians, swales and berms. All expenses to the Association shall be common expenses of the Association.

4.11 Mortgage and Sale of Common Property. Unless in connection with a specific provision of this Declaration, the Association shall not abandon, partition, subdivide, encumber, mortgage, sell or transfer any Common Property owned by the Association without the approval of at least 67% of the total Class A votes and all of the Class B votes. If ingress or egress to any portion of the Property is through any Common Property, any conveyance or encumbrance of such Common Property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such portion of the Property, unless alternative ingress and egress is provided to the Owner(s).

ARTICLE 5: NON-RESIDENTIAL ACTIVITIES

5.1 General Exclusion for Non-Residential Activities. No non-residential (i.e., commercial) activity of any nature shall be permitted on the Property, except as specifically provided in this Article or otherwise specifically stated in other portions of this Declaration.

5.2 Specific Exemptions for and Reserved Rights to Declarant. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be entitled to:

5.2.1 develop and construct Homes in the Community as it deems necessary or desirable from time to time, and to modify the general plan of development as Declarant desires in its sole discretion from time to time;

5.2.2 conduct any and all sales and marketing activities deemed necessary or desirable in Declarant's sole discretion for the sale and resale of the Homes and Parcels within the Community or in other communities being developed Declarant or its related entities;

5.2.3 construct on any portion of the Common Property or any lands owned or leased by Declarant portable, temporary or accessory structures to be used for Declarant's sales, marketing, construction or general office purposes or as may be otherwise deemed necessary or desirable in Declarant's sole discretion;

5.2.4 allow guests or potential purchasers of a Home in the Community to occupy on a short-term, temporary or guest basis a Home owned or leased by Declarant (so as to further Declarant's sales and marketing activities);

5.2.5 conduct tours of the Community to any persons as desired by Declarant;

5.2.6 conduct commercial enterprises on the Property as deemed necessary or desirable by Declarant;

5.2.7 construct, maintain and use maintenance facilities and buildings as may be needed from time to time for the proper operation of the Community and to permit the Association to perform its duties hereunder;

5.2.8 temporarily deposit, store, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Community;

5.2.9 post, display, inscribe or affix to the exterior of any portion of the Common Property, or other portions of the Community owned by Declarant, signs or other materials used in developing, constructing, selling or promoting the sale of any portion of the Community, including, without limitation, Homes;

5.2.10 excavate fill from any lakes or waterways within and/or contiguous to the Community by dredge or dragline, store fill within the Community and remove and/or sell excess fill, and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees;

5.2.11 construct, maintain and use buildings and offices necessary for the management of the Community and the Association by a related or third party property management company;

5.2.12 undertake, promote and hold marketing, promotional and/or special events within the Community from time to time as deemed or desirable by Declarant in its sole discretion; and

5.2.13 undertake any other activities which, in the sole opinion of Declarant, are necessary for the promotion, development and sale of any portion of the Community or any other projects owned or developed by Declarant or its affiliated entities.

ARTICLE 6: USE AND ARCHITECTURAL RESTRICTIONS

6.1 General Applicability of this Article to the Residential Property. All use and development of the Residential Property shall conform to the provisions of this Declaration and any other restrictive covenants recorded against all or a portion of the Property, as may be amended from time to time. The Residential Property shall be used only for residential and related purposes. The Association, acting through its Board of Directors, shall have standing and the power to enforce standards imposed by the Declaration, and each Owner, by virtue of taking title to a Lot hereby agrees and consents, and shall be deemed to agree and consent, to the Association's powers under this Section 6.1.

6.2 Specific Exemption for Declarant. Notwithstanding anything to the contrary herein, Declarant shall be exempt from application of the terms and provisions of this Article so long as it owns any portion of the Property. This Section 6.2 may not be amended without the prior written consent of Declarant for so long as Declarant owns any Lot or Parcel in the Community.

6.3 Article 6 Provisions Not Comprehensive. This Article contains provisions and restrictions which permit or prohibit certain conduct or uses and which may require certain permitted uses to be approved by the ARC pursuant to this Declaration. The provisions and restrictions of this Article are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval hereunder.

6.4 Rules and Regulations. The Association, acting through its Board of Directors, shall have the authority to make and to enforce reasonable Rules and Regulations which provide standards governing the use of the Property, in addition to those contained herein.

6.5 Owners and Authorized Users Bound; Owner's Liability

6.5.1 In General. Use restrictions shall be binding upon all Owners and Authorized Users of Lots and other portions of the Residential Property. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Authorized Users. Every Owner shall cause his or her Authorized Users to comply with the Governing Documents, and shall be responsible for all violations and losses to the Property caused by such Authorized Users, notwithstanding the fact that such Authorized Users are fully liable and may be sanctioned for any violation of the Governing Documents.

6.5.2 Right to Cure. Should any Owner do any of the following:

6.5.2.1 Fail to perform its responsibilities as set forth herein or otherwise violate or breach the provisions of the Governing Documents; or

6.5.2.2 Cause any damage to any improvement or to any portion of the Residential Property or the Common Property; or

6.5.2.3 Impede Declarant or the Association from exercising its rights or performing its responsibilities hereunder, including obligations under any applicable permits; or

6.5.2.4 Undertake unauthorized improvements or modifications to a Home, the Residential Property or the Common Property; or

6.5.2.5 Impede Declarant from proceeding with or completing the development of the Community,

Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure such violations or breaches, including, but not limited to, by entering upon the Home and/or Lot and causing the violation or breach to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost of curing such violations or breaches, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Owner as a Specific Assessment.

6.5.3 Non-Monetary Defaults. In the event of a violation or breach by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within 7 days after receipt of such written notice, the party entitled to enforce same may, at its option:

6.5.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

6.5.3.2 Commence an action to recover damages; and/or

6.5.3.3 Take any and all actions reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Owner as a Specific Assessment, and shall be immediately due and payable without further notice.

6.5.4 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

6.5.5 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, the Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or the ARC Guidelines, shall be deemed to be cumulative, and the exercise of any one or more of same shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.5.6 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or the ARC Guidelines may be enforced by Declarant and/or, where applicable, the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein or contained in the ARC Guidelines, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein or in the ARC Guidelines. The expense of any litigation to enforce this Declaration or the ARC Guidelines shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the ARC Guidelines.

6.6 Fines. Except to the extent prohibited by law, in the event of a violation or breach of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the ARC Guidelines, or other rules and regulations promulgated by the ARC or the Association (as may be applicable), the Association shall have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be a Specific Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the ARC Guidelines, or other rules and regulations promulgated by the ARC shall be treated as a separate violation and shall be subject to a separate fine. The decisions of the Association as to the levying of a fine shall be final. Fines shall be in such reasonable and uniform amounts as the Association shall

determine from time to time in its sole discretion. Suspensions and fines shall be imposed in the manner provided in Section 720.305 of the Act. The Board shall have the authority to promulgate additional procedures from time to time. No fine shall become a lien against a Lot except as permitted under the Act.

6.7 Parking and Vehicular Restrictions.

6.7.1 Location of Parking.

6.7.1.1 No vehicle shall be parked anywhere but on paved areas intended for that purpose.

6.7.1.2 Parking on lawns or landscaped areas is prohibited, unless specifically approved or designated for such purpose.

6.7.1.3 Owners' automobiles shall be parked in the garage or driveway of or pertaining to a Lot.

6.7.1.4 No parking shall be permitted on any street or alleyways contained within the Community, save and except for street parking in designated areas specifically contemplated for vehicular parking.

6.7.1.5 No vehicle shall be permitted to park overnight within the Community which cannot be parked within the size of a private parking garage with the garage door closed.

6.7.2 Number of Vehicles. No more than 2 vehicles of any type may be parked in a driveway of a Lot overnight without the written consent of the Association.

6.7.3 Unlicensed Vehicles. No unlicensed vehicle or vehicle which cannot operate on its own power shall remain in the Community for more than 12 hours, except as contained within the closed confines of the garage of or pertaining to a Lot.

6.7.4 Repairs. No repair, except for emergency repair, of vehicles shall be made within the Community, except within the closed confines of the garage of or pertaining to Lot.

6.7.5 Commercial Vehicles.

6.7.5.1 No "commercial vehicle" (i) shall be permitted to be parked in the Community for a period of more than 4 hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance or repair of a Home or other improvements in the Community, or (ii) shall be permitted to be parked overnight or stored in the Community unless fully enclosed within a garage. Any local or state or federal government vehicle that is assigned to an Owner shall be exempt from this provision.

6.7.5.2 For purposes of clarity, no Owner or Resident of a Home shall be permitted to park a limousine or like vehicle upon any portion of the Property, regardless of whether or not such limousine or like vehicle is intended by such Owner or Resident to be that person's primary vehicle and mode of transportation.

6.7.5.3 For the purposes of this Declaration, "commercial vehicle" means a vehicle which is determined by the Association to be for a commercial purpose (and the Association shall take into consideration, among other factors, lettering, graphics or signage located on or affixed to the exterior of the vehicle which identifies a business or commercial enterprise, but the existence of such lettering, graphics or signage shall not be dispositive).

6.7.6 Prohibited Vehicles and Uses. No boats, jet skis, wave runners, boat trailers, trailers of any kind, campers, motor homes, mobile homes, truck campers, mopeds, buses, limousines, or other vehicle shall be permitted to be parked in the Community unless (a) kept at all times fully enclosed within a private parking garage with the garage door shut at all times except for periods of ingress and

egress, or (b) parked in an area designated by Declarant for such purposes. No vehicle shall be used as a domicile or residence, temporarily or permanently.

6.7.7 Gas or Electric Golf Carts. No private golf carts (gas or electric) or any other cart-like vehicle (collectively, "Carts") shall be permitted in the Community, save and except for Carts (a) which are used by Declarant in the course of its sale and development of the Community (in which case such Carts shall be permitted upon the roadways and Common Properties of the Community), or (b) which are used by the Association in the fulfillment of its duties in and for all or part of the Community (in which case such Carts shall be permitted upon the roadways and Common Properties of the Community). Each Owner, by virtue of taking title to a Lot, understands and agrees, and shall be deemed to understand and agree, that private Carts are not permitted on or within a Lot and that Carts shall only be permitted in the limited fashion prescribed by this Section 6.7.7. No amendment or modification to this Section 6.7.7 shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.7.8 Exemptions. In addition to any other exemptions from the provisions of this Section 6.7 stated otherwise, this Section does not apply to vehicles utilized for sales, construction or maintenance operations of or by Declarant or the Association.

6.7.9 Amendments to this Section. No amendment or modification to this Section 6.7 shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property. The Association may, but shall not be obligated to, promulgate rules and regulations and clarify the provisions and objectives of this Section 6.7.

6.7.10 Garage Doors. All Homes shall be equipped with automatic garage doors. Owners shall generally keep the garage doors closed except when required for ingress and egress from the garage.

6.8 Driveways. All driveways in the Community shall be paved and/or constructed of pavers and of stable and permanent construction. Unless prior written approval of the ARC is obtained, the driveway base shall be concrete or brick pavers. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior written approval of the ARC.

6.9 Traffic Regulation. The Association may, but shall not be obligated to, employ individuals, enter into one or more agreements to enforce rules and regulations concerning operation of motorized vehicles, parking restrictions and to otherwise provide a more enjoyable environment, on the internal roads of the Community.

6.10 Animals and Pets.

6.10.1 Number of Pets. No more than a total of 3 commonly accepted household pets (such as dogs and cats) may be kept within a Home or upon a Lot or Parcel.

6.10.2 Prohibited Animals. Swine, goats, horses, pigs, cattle, sheep, chickens, and the like, are hereby specifically prohibited from being kept in the Community. Animals, fowl, birds and reptiles which are deemed by the Board to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by the Association in its sole discretion. No animal breeding or sales as a business shall be permitted in the Community.

6.10.3 Prohibited Actions. No pet or animal shall be kept on the exterior of a Home, Lot, or Parcel, or upon the Common Property, or left unattended in a yard or on a balcony, porch, patio or lanai. All pets (including cats) shall be walked on a leash when outside of the physical boundaries of a Home, and no pet shall be permitted to be kept outside of the boundaries of a Home while such pet's owner is away from the Home or overnight (meaning that no pet shall be permitted to sleep outside of the physical boundaries of a Home). No pet shall be permitted to leave its excrement on any portion of the Property, and the owner of such pet shall immediately remove the same.

6.10.4 Nuisance. A determination by the Board that an animal or pet kept or harbored in a Home, Lot, or Parcel is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within 48 hours of the giving of the notice.

6.10.5 Limitations on Amendment. No amendment to this Section 6.10 shall be permitted except upon the prior written consent of Declarant for so long as Declarant owns any lands contained within the Community.

6.10.6 Agreement of Owners. Each Owner, by virtue of taking title to a Lot, Home or Parcel, shall indemnify the Association and Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Owner's having any pet upon any portion of any property subject to this Declaration.

6.10.7 Rules and Regulations. The Association shall have the power and right to promulgate rules and regulations in furtherance of the provisions of this Section, including, but not limited to, weight limitations, the number of pets and breeds of pets.

6.11 Nuisances; Hazardous Materials. No noxious or offensive activity shall be conducted upon any portion of the Residential Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Community or its members. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any portion of the Residential Property except such as are required for normal household use, and same shall be kept within a Home. No Owner shall permit or suffer anything to be done or kept in his Home or, where applicable, on his Lot which will increase the rate of insurance as to other Owners or to the Association or Declarant.

6.12 Trash; Garbage Containers.

6.12.1 No portion of the Property shall be used or maintained as a dumping ground for rubbish.

6.12.2 Trash, garbage or other waste shall be maintained in sanitary containers with lockable tops, and all trash containers shall be kept in a clean and sanitary condition. If provided by a service provider, containers to hold recycling and garbage shall be utilized by each Owner. If recycling and garbage containers are not provided by a service provider, the Association shall issue specifications for acceptable containers.

6.12.3 With regard to all Homes, all trash containers shall be stored in the garage of or pertaining to a Home, and all trash containers shall be taken to curbside in front of the Home not more than 24 hours prior to pickup and returned to their area of storage by the end of the day on which trash was collected.

6.13 Satellite Dishes. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home shall be permitted without any requirement for approval from the Board of Directors. Satellite dishes, aerials and antennas (including, but not limited to, ham radio antennas) shall not be permitted on the non-enclosed dwelling portions of the Residential Property except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations, provided same are not violative of federal law, concerning the size and location of, and safety restrictions pertaining to, the installation of such signal reception equipment. To the extent permitted by applicable law, satellite dishes shall be required to be hidden from view from adjacent lands through location and landscaping techniques.

Notwithstanding any provision to the contrary, only antennae, aerials and satellite dishes which are designed to receive signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted) on a Lot. The preceding sentence shall be deemed inapplicable to the Association, which, in its discretion and from time to time, shall have the power, right and ability to erect or install any satellite dish, aerial or antenna or any wireless networking devices and facilities for purposes of disseminating information to the Homeowners or for access control and monitoring purposes.

6.14 Energy Conservation Devices. The ARC must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Home or Lot. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable governmental regulations and/or ordinances. No solar energy collector panels or attendant hardware or other energy conservation

equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Home, and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Home for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

6.15 Division of Lands; Prohibition Against Timesharing. No Lot or Parcel shall be subdivided or its boundary lines changed except by Declarant as to the Lots or Parcels owned by Declarant and otherwise except with the prior written approval of the Board of Directors. The Board may permit a division in ownership of any Lot or Parcel intended for a single family residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Lots or Parcels. Declarant hereby expressly reserves the right to replat any Lots or Parcels owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No portion of the Property shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program (except for hotel or short-term lodging purposes by Declarant) whereby the right to exclusive use of the Home or other Parcel rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of such property by joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary, Declarant shall specifically be exempt from any timeshare or interval ownership development restrictions imposed by this Declaration, and in its sole discretion may develop a timeshare regime or facility on any portion of the Residential Property from time to time. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.16 Firearms. The discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, paintball guns, pellet guns, and other firearms of all types, regardless of size.

6.17 Irrigation. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property by any Person other than Declarant or the Association. No Person may install a pump or otherwise divert any waters from any lake located wholly or partially on, or which are adjacent to, the Residential Property for purposes of irrigation or any other purpose.

6.18 Wells and Drainage. No private water system or well shall be constructed or permitted on any portion of the Residential Property, either for personal use or for irrigation. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and grants to the Association a perpetual easement across the Property for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with an Owner's use of a Parcel. Notwithstanding the foregoing, Declarant shall be permitted to install and maintain wells on the Property as they determine from time to time (in which event such wells shall be deemed to be permitted once the property upon which the well is located is conveyed to a third party).

6.19 Sewage Disposal; Septic Tanks. No individual sewage disposal system shall be permitted on any portion of the Residential Property. Septic tanks are not permitted on any portion of the Residential Property, except for sales centers, models or construction offices of Declarant or as otherwise permitted by the ARC in conjunction with temporary use.

6.20 Temporary Structures. No structure of a temporary character, trailer, tent, shack, storage building, shed, stand-alone garage, barn or other outbuilding (a) shall be used on any portion of the Residential Property at any time as a residence either temporarily or permanently, except that Declarant may place any type of temporary structure on any portion of the Residential Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the

Residential Property for any other purpose without the prior written approval of the ARC (Declarant shall be exempt from this approval requirement with regard to Declarant-owned Parcels).

6.21 Insurance Rates. Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Home, Lot, Parcel or the Common Areas which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

6.22 Sight Distance at Intersections. All portions of the Property located at street intersections shall be landscaped in a manner so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board of Directors; provided, however, that the foregoing restriction shall in no manner be deemed applicable to walls which serve to border or exist along or directly adjacent to one or more Lots.

6.23 Utility Lines. No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Property, except for (a) overhead transmission lines existing as of the date of original recording of this Declaration, and (b) temporary lines as required during construction and lines within the Property as the same may exist on the date hereof.

6.24 Wetlands, Lakes and Water Bodies. All lakes, ponds and streams within the Property, if any, shall be designated as aesthetic and drainage or irrigation amenities. No swimming, boating, playing, fishing or use of personal flotation devices on all water bodies or lake within the Community shall be permitted, save and except for activities specifically permitted by the Rules and Regulations and the requirements of the SFWMD Permit.

6.25 Increase in the Size of Lots; Changes in Elevation. No Lot shall be changed in size by filling in any water body or lake it may abut or by excavating existing ground, except upon the prior written approval of the ARC. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots without the prior written approval of the ARC.

6.26 Signs.

6.26.1 In General. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and for sale or for lease signs, shall be erected within the Property without the written consent of the ARC and in accordance with the Community Wide Standard, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs. If permission is granted to an Owner to erect a sign within the Property, the ARC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Property be permitted within the Property. The ARC may promulgate rules and regulations for signs which do not require prior ARC approval to be placed on a Parcel. No sign shall be nailed or otherwise attached to trees.

6.26.2 Homes for Sale; Signs Advertising Auctions. Homes which are for sale or lease may be shown by prior appointment only. No "For sale," "For Lease" or realtor signs shall be permitted to be placed upon any Lot, within the windows of any Home, or upon the Common Property. In furtherance of the provisions of Section 6.48 hereof, no signs shall be permitted indicating that a Home or Lot will be sold by means of a public or private auction, and reference should be made to such Section 6.48 with regard to the general prohibition against a Home or Lot being offered for sale by public or private auction. Notwithstanding the foregoing provisions of this Section 6.26.2, Declarant shall be entitled to utilize signs on a Lot or Parcel indicating the name of a particular model type or the name of the future owner of a Home being constructed or to be constructed.

6.26.3 Prohibition Against Signs Advertising Homes for Rent or Lease: Limitation on "Open House" Signs. No "for rent," "for lease" or like signs shall be permitted on any Lot, Home or the Common Property. "Open house" signs shall only be permitted to be placed on a Lot or Home, and open houses shall only be permitted within the Community, within normal and ordinary daylight hours. The size and number of "open house" signs shall be determined by the ARC from the time to time, and the ARC

shall be permitted to impose differing requirements for various Lots and Parcels, as the ARC may determined in its sole and absolute discretion. No "open house" signs shall be permitted to be placed on the Common Property.

6.26.4 Traffic Signs. The Association shall be responsible for the installation, maintenance, repair and/or replacement of all traffic signs within the Community. The Association, for aesthetic purposes, may not, and shall not be required to, fully utilize the Florida Department of Transportation standards for any or all traffic signs.

6.26.5 Declarant Exemption; Amendment to Provisions Concerning Signs. Declarant is specifically exempt from the provisions of this Section 6.26, and as such shall be entitled to erect such signs as it deems necessary or desirable in Declarant's sole discretion from time to time. No amendment or modification to this overall Section pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.26.6 Additional Provisions Pertaining to Signs. Notwithstanding anything herein to the contrary, the following signs shall be permitted in accordance with the Act:

6.26.6.1 Any Homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4-1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

6.26.6.2 Any Homeowner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to a Home. The Association may promulgate rules and regulations in furtherance of this Section, provided, however, that no such rules or regulations will inhibit the rights of a member pursuant to Section 720.304(6) of the Act.

6.27 Pools; Screens and Screened Enclosures.

6.27.1 Pools. The Owner of a Lot may apply to the ARC for approval for installation of a pool in accordance with all applicable governmental regulations.

6.27.1.1 Above-Ground Pools. No above-ground pools or Roman spas shall be erected, constructed or installed on any Lot, except that above-ground pools which are integrated within the construction of or are attached to a building or decking around the building may be permitted subject to the discretion of the ARC.

6.27.1.2 In-Ground Pools. All in-ground pools shall be contained within a screened enclosure or otherwise shall be enclosed in accordance with applicable law.

6.27.1.3 Pool Equipment. All pool equipment shall be shielded from view.

6.27.2 Spa. An Owner may to apply to the ARC for approval for installation of a spa in accordance with all applicable governmental regulations, including setback requirements.

6.27.3 Screened Enclosures.

6.27.3.1 The use of standard cage screen enclosures may be restricted on Lots and Homes abutting or facing certain portions of the Property, as shall be determined by the ARC.

6.27.3.2 Any screened enclosures shall be integrated within the principal structure, shall be constructed in accordance with applicable County building code provisions, and shall be subject to construction, design and appearance approval by the ARC, which may vary by Neighborhood. The ARC may, but shall not be obligated to, approve an alternate fence structure on a Lot in lieu of a screened enclosure, subject to applicable provisions of the ARC Guidelines and applicable County building code provisions; the ARC shall be permitted to approve or disapprove any such alternative fence structure in its sole discretion.

6.27.3.3 All screened pool enclosures shall be bronze in color and no mill finish aluminum is permitted, it being the intent of Declarant to ensure a uniform and consistent exterior appearance within the Community.

6.27.4 Screening of Lanais. No lanai may be enclosed by screening except for those located on the first floor of a Home; provided, however, that any screened enclosure which encompasses a pool and deck area may serve to permissibly enclose lanai and balcony areas located above the first floor of a Home.

6.27.5 Screens on Windows and Doors. The foregoing provisions shall not be deemed to apply to screens directly affixed to windows or sliding glass doors, but in no event shall screens be permitted to be affixed or attached to or in connection with the front entrance to a Home or the garage serving a Home.

6.27.6 Limitations on Amendment. Except as otherwise provided herein, the provisions of this Section 6.27 shall not be amended without the prior written consent of Declarant for so long as Declarant owns any Lot or Parcel within the Community.

6.28 Air Conditioning Units. No window air conditioning units may be installed on any Home or other Parcel except in connection with a temporary structure operated by Declarant or the Association. All air conditioning units shall be screened from view of the street and adjacent Homes.

6.29 Lighting. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the ARC prior to installation.

6.30 Artificial Vegetation, Exterior Sculptures and Similar Items. All artificial vegetation, exterior sculpture, fountains, and similar items must be approved by the ARC prior to installation; provided, however, that nothing herein shall prohibit the appropriate display of the American Flag.

6.31 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Parcel except that up to 5 gallons of fuel may be stored upon a Lot and/or within the boundaries of the Home contained on a Lot for emergency purposes and/or operation of lawn mowers and similar tools or equipment. No underground propane or natural gas tanks shall be permitted on the Residential Property. Notwithstanding the foregoing to the contrary, small propane tanks which are utilized directly and solely in connection with a barbecue grill shall be permitted on any Parcel, subject to applicable fire code and safety regulations. All fuel tanks must be hidden from view.

6.32 Outside Window Coverings. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless approved by the ARC prior to installation.

6.33 Fences and Walls.

6.33.1 No perimeter (boundary) Lot fencing, or fencing around the boundary of a Parcel shall be permitted, it being Declarant's intention to ensure harmony of appearance in the Community and to facilitate the Association's obligation to perform individual Lot landscaping maintenance.

6.33.2 Any other fences and walls are only permitted in accordance with the ARC Guidelines, and no fence of any type or nature shall be constructed without the prior written approval of the ARC; provided, however, that any other fence or wall constructed by Declarant in conjunction with the development and construction of a Home shall be exempt from any requirement for obtaining ARC approval.

6.33.3 The ARC may, but shall not be required to, impose landscaping requirements in conjunction with approval of a wall or fence application in accordance with the ARC Guidelines for Supplemental Landscaping.

6.33.4 Declarant, in the course of creating the ARC Guidelines, shall be entitled to place restrictions on the installation of walls and fences on certain Lots based upon the Lot size and dimension.

6.33.5 The provisions of this Section 6.33 shall specifically not be amended without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.33.6 Invisible fences are permitted only in the rear and/or side yards. Invisible fences are permitted in a front yard only with the prior written approval of the ARC.

6.34 Use Indemnity. Every Owner agrees to indemnify, defer and hold harmless the Association, Declarant and their partners, shareholders, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to, use of any Common Property furnished by Declarant, or the Association, by the Owner and other Authorized Users.

6.35 Maintenance Easement. Every Home, Lot and Parcel is burdened with an easement permitting the Association to utilize portions of the Residential Property abutting the Common Property to maintain portions of the Common Property, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Home, Lot or Parcel for its primary purpose and that such use by the Association will not damage improvements on the Home, Lot or Parcel.

6.36 Home Business Use. No trade or business may be conducted in or from any Home, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of Home and does not constitute a nuisance, or a hazardous or offensive use, or threaten the privacy or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Home shall not be considered a trade or business within the meaning of this Section.

6.37 View Impairment. Neither the Declarant nor the Association guarantees or represents that any view over or across any body of water or the Common Property to and from the Lots or Parcels shall be preserved without impairment. Neither the Association nor the Owners of such property shall have an obligation to thin trees or other landscaping. The Association has the right, in their sole and absolute discretion, to add or withdraw trees and other landscaping and other improvements or changes to the Common Properties from time to time. Any such changes or additions may diminish, obstruct or impair any view from the Lots or Parcels, and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

6.38 Wildlife. All Persons are hereby notified that from time to time alligators, snakes and other wildlife may inhabit or enter into or exit from water bodies or conservation areas within the Community and may pose a threat to persons, pets and property. No Person shall be permitted to disturb or harm any wildlife residing in the Community.

6.39 Use of Common Property. There shall be no alteration, addition or improvement of any Common Property, except as provided in this Declaration, nor shall any Person use the Common Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association.

6.40 Mailboxes. Mailboxes for each particular Neighborhood shall be constructed and located by Declarant in its sole discretion and in accordance with U.S. Postal Service requirements. A perpetual,

non-exclusive easement is hereby declared across the Common Property for purposes of permitting delivery of the mail. Replacement and maintenance of mailboxes shall be the obligation of the Owner, provided that the replacement of a mailbox shall only be permitted if the replacement is of the brand, style, and type specified by the ARC pursuant to the ARC Guidelines.

6.41 Extended Vacation or Absences. In the event a Home will not be occupied for an extended period of time, the Home must be prepared prior to departure by:

- 6.41.1 notifying the Association of such absence and the anticipated date of return;
- 6.41.2 removing all removable furniture, plants and other items of personal property from the exterior of the Home; and
- 6.41.3 designating a person or entity to care for the Home during such period of absence (both in terms of routine care and in the event of damage) and providing necessary access to the Home (the Homeowner is required to provide the Association with the name and telephone number of the designated person or entity).

The Association hereby disclaims any responsibility with regard to each unoccupied Home, and the Homeowner hereby acknowledges and agrees that the Association has no duty with regard to any unoccupied Home under this Section.

6.42 Storm Shutters. Subject to applicable law, storm shutters and other similar equipment shall only be permitted, upon the prior written approval of the ARC, in accordance with the ARC Guidelines. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather, and shall be promptly removed, within three (3) days, following cessation of severe weather. Accordion style storm shutters are not permitted on the front façade of any home.

6.43 Garage Sales. No garage sales or other private sales of a similar nature shall be permitted at any time in the Community, it being the specific intention of the Declarant to preserve the distinct nature and character of the Community as developed. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.44 Sound Transmission. Each Owner, by acceptance of a deed or other conveyance of their Home, hereby acknowledges and agrees that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Homes and/or mechanical equipment, adjacent businesses, or adjacent roadways or streets, can be heard in another Home. Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Homes and the other portion of the Property, and each Homeowner hereby waives and expressly releases, to the extent not prohibited by applicable law as to the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

6.45 Access Ramps. Any Homeowner may construct an access ramp on or to their Home if a resident or occupant of the Home has a medical necessity or disability that requires a ramp for egress and ingress, under the following conditions:

6.45.1 The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

6.45.2 Plans for the ramp must be submitted in advance to the Association. The Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

6.45.3 The Homeowner must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Home requiring the access ramp. Certification as required under Section 320.0848, *Florida Statutes*, shall be sufficient to meet the affidavit requirement.

6.46 Basketball Goals. Basketball goals and accompanying or related structures or supports are not permitted for Homes, it being Declarant's stated intent to ensure a uniform and consistent exterior appearance within the Community, except that portable basketball stands are permitted providing Owner stores the equipment in the garage whenever the equipment is not in use.

6.47 Swingsets and Playground Equipment. No swingset or playground equipment or other similar devices or items shall be placed on a Lot or Parcel without the prior written consent of the ARC.

6.48 Prohibition Against Auctions. No Home, or any personal property contained within or pertaining to a Home, shall be permitted to be sold by means of a public or private auction held within the Home or upon any portion of the Community; provided, however, that (a) the sale of a Home, or any personal property contained within or pertaining to a Home, pursuant to court order (such as, but not necessarily limited to, an order of forced sale as a result of foreclosure, bankruptcy or seizure) shall be exempt from the prohibitions of this Section 6.48, and (b) Declarant shall be exempt from the provisions of this Section 6.48.

6.49 Rules and Regulations. The Board of Directors may from time to time adopt, or amend previously adopted, rules and regulations governing (i) the interpretation and more detailed implementation of the restrictions set forth in this Declaration, including those which would guide the Committee in the uniform enforcement of the foregoing general restrictions, and (ii) the details of the operation, use, maintenance, management and control of the Common Properties; provided, however, that copies of such rules and regulations shall be furnished to each Owner prior to the time same becoming effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions of this Declaration.

6.50 Provisions Inoperative as to Initial Construction; Exemptions for Specified Parties. Nothing contained in this Declaration will be interpreted, construed or applied to prevent Declarant or with the prior written consent of Declarant so long as Declarant is an Owner of any portion of the Property, and then the Association, or its or their contractors, subcontractors, agents, and employees (collectively, "Specified Parties"), from doing or performing on all or any part of the Property owned or controlled by Declarant whatever is determined to be reasonably necessary or convenient to complete the development of the Community, including, but not limited to, (a) the right to erecting, construct, and maintain such structures and other improvements as may be reasonably necessary or convenient for the conduct of the Specified Parties' business of completing the development, establishing the Property as a mixed-use community, disposing of the same by sale, lease, or otherwise and operating and maintaining a hotel, restaurant, bar, parking, sales and marketing or other non-residential facilities on the Property; (b) the ability to conduct thereon its business of completing the development and disposing of the same by sale, lease or otherwise, and operating and maintaining of a hotel, restaurant, bar, parking, sales and marketing or other non-residential facilities on the Property (however, any and all work described herein and proposed to be performed must be performed in accordance with the provisions of the ARC Guidelines); and (c) the right to maintain such signs as may be reasonably necessary or convenient in connection with the development or the sale, lease or other transfer of Lots or Parcels or the operating and maintaining of a hotel, restaurant, bar, parking, sales and marketing or other non-residential facilities on the Property.

6.51 Access by Association. The officers, employees or designated agents of the Association have a right of entry onto the exterior of each Home or a Parcel, except those owned by Declarant, to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of this Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into the interior of any Home may not be made for any purpose without the consent of its Owner or occupant Home, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

6.52 Requirement for Declarant Consent for Amendments. No amendment to any provision contained in this Article 6 may be amended without the prior written consent of Declarant for so long as Declarant owns any Lot or Parcel within the Community.

ARTICLE 7: EASEMENTS

7.1 Utility Easement. Declarant has identified, or will identify, pursuant to the applicable plats or other instruments, areas for use by all utilities (including, without limitation, electric, telephone, water, sewer, lighting, drainage and Surface Water Drainage and Management System, irrigation distribution system, communication system, and cable and interactive cable television and entry system) for the construction and maintenance of their respective facilities servicing the Property. Declarant hereby reserves unto itself and grants to the Association the right by each in accordance herewith to grant to such utilities, jointly and severally, easements (blanket or specific) over any portions of the Property which may be necessary or desirable for such purpose. Any such easement shall be created in such a manner so as not to unreasonably interfere with the beneficial use or occupancy of any Home or Parcel. If specific easements will be granted, the location and extent of such easements will be shown on the plats to be recorded of the Property or in such other instruments defining same to be executed by Declarant for so long as Declarant owns any portion of the Property, and thereafter by the Association. In addition to the above, Declarant hereby reserves unto itself and grants to the Association, with the right by each to make further grants, an access and use easement over, under, across and through the Property as may be required for the construction, maintenance and operation of any communication, cable television (including interactive), drainage and surface water management, irrigation distribution system and entry system; provided, however, any such easement shall not unreasonably interfere with the beneficial use or occupancy of any Home or Parcel. Declarant and the Association, and their respective agents, employees, designees, successors and assigns, shall have full rights of ingress and egress over any portion of the Property for all activities appropriately associated with the purposes of said easements, but all damage to such portions of the Property caused thereby shall be repaired at the cost of the party causing the damage. Nothing in this Article shall obligate Declarant to construct or maintain any specific form of utility.

7.2 Drainage Easement. A perpetual, non-exclusive easement is reserved unto Declarant, and is granted to the Association, over, across and through the Property for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities including the Surface Water Drainage and Management System provided for in Article 11 hereof. Upon completion of said drainage facilities, the location and extent of specific drainage easements may be shown on the plats or in such other instruments defining same to be executed by Declarant for so long as Declarant owns any portion of the Property, and thereafter by the Association.

7.3 Easement for Encroachments. Each portion of a Lot and other Parcel and the Common Property is hereby subjected to a perpetual easement appurtenant to any adjoining Lot, Parcel or the Common Property to permit the use, construction, existence, maintenance, repair and restoration of structures, located on such adjoining Lot, Parcel or the Common Property including but not limited to driveways, walkways and roof structures which overhang and encroach upon the servient Lot, Parcel or the Common Property, if any, provided that such structures were constructed by Declarant or the construction of such structure is permitted and approved as elsewhere herein provided. The Owner of the dominant Lot, Parcel or the Common Property shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant Lot, Parcel or the Common Property; provided, however, that any such entry made for purpose of maintenance, restoration or repair, shall be limited to daylight hours and shall only be made with the prior knowledge of the Owner of the servient Lot, Parcel or the Common Property. In case of emergency, the right of entry for maintenance, restoration or repair shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the Owner of the servient Lot, Parcel or the Common Property. Any damage or dislocation of or to plants or other landscaping on the servient Lot, Parcel (or portion thereof) or the Common Property caused to accommodate the use of this easement by the Owner of the dominant Lot, Parcel (or portion thereof) or the Common Property shall be restored to its earlier condition by such latter Owner. However, the Owner of the servient Lot, Parcel or the Common Property shall not place any improvement, material or obstacle in or over the easement area on the servient Lot, Parcel or the Common Property which would unreasonably interfere with the rights of the Owner of the dominant Lot, Parcel or the Common Property granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the Owner of the servient Lot, Parcel or the Common Property at such Owner's expense when requested by the Owner of the dominant Lot, Parcel or the Common Property or Declarant notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if

such encroachment or use is materially detrimental to or materially interferes with the reasonable use and enjoyment of the Lot or Parcel of another Owner and if it occurred due to the willful conduct of any Owner.

7.4 Development and Use Easements Reserved to Declarant. Declarant hereby reserves unto itself, and its successors and assigns, non-exclusive easements over, under, upon and through, as well as the right to grant non-exclusive easements over, under, upon and through, all portions of the Property from time to time, whether or not such areas have been conveyed to third parties, for the purposes of (a) permitting and having ingress and egress to and from one portion of the Property to another, (b) constructing, maintaining, repairing, replacing and/or reconstructing improvements, and (c) permitting all other activities necessary or associated with the development of the Community and each and every parcel thereof.

7.5 Ingress and Egress.

7.5.1 Easements in favor of Owners. Each Owner of a portion of the Property and each other Benefited Party of a Lot or Parcel is hereby granted and shall have a perpetual, unrestricted, non-exclusive easement over, across and through the Common Property for the purpose of (i) pedestrian ingress and egress over the sidewalks, walkways and unpaved areas of the Property intended for such purpose, and (ii) vehicular ingress and egress over the paved areas of the Property to and from such Owner's Lot or Parcel, subject only to the right of the Association to impose reasonable and non-discriminatory Rules and Regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot and Parcel. Notwithstanding the provisions of the preceding sentence, there shall be no right to use portions of the Common Property specifically designated for protection of endangered species or specific wildlife or for wetland or conservation purposes without the express prior written approval of the Association. Declarant hereby reserves a perpetual, unrestricted, non-exclusive easement over, across and through all roadways of the Property for itself and the Association to permit access to, from, across and through the Property.

7.5.2 Easements in favor of the Association. The Association is hereby reserved a perpetual, non-exclusive easement over, across, under and through any and all portions of the Property as may be necessary from time to time to perform its duties and obligations under this Declaration. In addition, a perpetual, non-exclusive easement over, across, under and through a Lot or Home is specifically reserved to the Association in order to permit the maintenance, repair and replacement of lighting fixtures, as provided in Section 9.2.5 hereof (this easement shall specifically include the limited right to touch the exterior of a Home to which the lighting fixtures are attached or otherwise wired).

7.5.3 Easements Reserved to Declarant. Declarant hereby reserves for itself and its successors, assigns and designees a perpetual, non-exclusive easement over, across and through all roadway portions of the Common Property to permit legal ingress to and from public roadways to the various portions of the Community and to permit usage of the Common Property in the manner contemplated hereunder. This easement shall continue even after Declarant no longer owns any portion of the Residential Property. The provisions of this Section 7.5.3 shall not be amended for a period of 30 years from the date of recordation of this Declaration without the express prior written consent of Declarant (and its specific successors and assigns in its role as developer of the Community).

7.6 Easements Pertaining to Separation Walls. An easement is hereby reserved to Declarant and granted to the Association over, across, under and through all portions of the Property (except for those areas upon which Homes have been constructed) for the purpose of engineering, designing, constructing, maintaining, repairing, replacing and/or reconstructing any Separation Wall (defined hereinafter) that may be constructed by Declarant or the Association which the Association has the obligation to maintain. For purposes hereof, a "Separation Wall" shall be defined as the wall or walls which serve as a boundary and buffer between (a) a Lot and a roadway, (b) two or more Lots (regardless of whether or not such wall is located solely within the boundaries of one Lot and not the other(s)), (c) which serve to divide and separate a Lot's enclosed rear yard area from the front yard, and (d) between certain lands and public right-of-way. In other words, a Separation Wall can either be contained within the Common Property or upon one or more Lots. Once a Separation Wall has been constructed, the location of the easement with regard thereto shall be where the Separation Wall exists and such area adjacent to the Separation Wall necessary for ingress and egress and to construct and maintain such Separation Wall. The blanket easement hereby granted shall not interfere with the provisions for access to Lots, Homes and Parcels by curb cuts, driveways and the like.

7.7 Reciprocal Easements for Encroachments by Boundary Wall or Other Improvements. Reciprocal easements are hereby created for encroachments as between any Lots or Parcels and such portion or portions of the Common Property adjacent thereto, or as between adjacent Lots or Parcels, or any combination thereof, due to the placement or settling or shifting of any Boundary Wall or other wall or fence or other improvement constructed or reconstructed thereon.

7.8 Providing a Specific Easement. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant as long as it owns any Parcel and thereafter the Association through its Board of Directors shall have the right to grant such easement over the Common Areas and the Parcels of the Property without conflicting with the terms hereof. The easements provided for in this Section shall in no way adversely affect any other recorded easement on the Property or prevent the use of Lots or other Parcels for their intended purpose.

7.9 Right of Entry. All policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties as well as agents or employees of Declarant or the Association shall have the right, but not the obligation, to enter into any Home or other building on the Property for emergency and safety reasons, and to abate nuisances (including, without limitation, false burglar alarms).

7.10 Conservation Easements. Conservation easements may be created on and pertaining to the Property as more specifically provided herein.

7.11 Continuous Maintenance of Easements by the Association. Except as provided herein to the contrary, the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system. This obligation shall run with the land as do other provisions of this Declaration, and any Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 23.5 hereof, which result from such enforcement.

7.12 Lake Maintenance Easements. A perpetual, non-exclusive easement is hereby reserved to Declarant and the Association for a distance of 20 feet on the land side of the control elevation of each lake in the Community in order to permit legal access to and from and to permit the maintenance of all such lakes.

7.13 Non-Interference with Residential Use. Any and all easements reserved and/or declared and/or granted under this Declaration shall not unreasonably interfere with the beneficial use or occupancy of any Home or Parcel. It is recognized and agreed, and shall be deemed to be recognized and agreed, by each Owner that temporary disruption to grass and driveway areas shall not be considered to be an unreasonable interference for purposes of this paragraph.

ARTICLE 8: ARCHITECTURAL CONTROL

8.1 ARC Guidelines. Until such time as Declarant no longer owns any portion of the Property, Declarant shall have the exclusive power and right to adopt from time to time the ARC Guidelines, which standards shall be applied by the ARC and the Board of Directors in their respective capacities as provided hereinafter. The initial ARC Guidelines are contained in Exhibit G attached hereto. No material alteration, modification or addition to a Home, or a material change in external appearance of a Home, or any modification, addition or deletion to or from the landscaping as contained on a Lot or Parcel subsequent to initial installation by Declarant, shall be undertaken without the prior written approval of the ARC in accordance with this Article. The ARC Guidelines shall be created by Declarant and may be changed in the future by Declarant from time to time in its sole discretion. Upon such time as Declarant no longer owns any portion of the Property, the Association shall inure to the powers and rights of Declarant under this Article 8. Upon such occurrence, the Association shall have the power, but not the obligation, in the sole discretion of the Board, to delegate, from time to time, all or some of the ARC's responsibilities to a Neighborhood committee, provided that such delegation be determined to be in the best interests of the Community and the Neighborhood.

8.2 Role of the Board and the ARC. The purpose of the Board and the ARC is to insure the maintenance of the Property as an area of highest quality and standards and to insure that all improvements on each Parcel shall present an attractive and pleasing appearance from all sides of view. All references to the ARC shall also reference the Board.

8.3 Composition of the ARC. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be solely responsible for appointing the members of the ARC (it being Declarant's intention to ensure harmonious and consistent use of the various portions of the Property by the Owners), and the number of members shall be permitted to change from time to time in the sole discretion of Declarant. Subsequent to the time that Declarant no longer owns any portion of the Property, (a) the Board shall appoint the chairman and the members of the ARC, (b) the ARC shall consist of 3 members, (c) the Board may remove ARC member(s) if determined beneficial, and (d) where a vacancy or vacancies on the ARC occurs, a successor or successors shall be appointed by the Board.

8.4 Powers of the ARC. The ARC shall represent, act as directed by, and report to the Board; however, the Board shall retain final authority, as the ARC is a committee of the Board. The ARC shall evaluate, control and approve construction, remodeling, or additions to the buildings and structures and other improvements on each Lot or Parcel in the manner and to the extent set forth herein. No building or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any Lot or Parcel, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot or Parcel be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the ARC and/or the Board of Directors, have been submitted to and approved in writing by the Board of Directors. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

8.5 Plans and Specifications. The ARC shall require that all Plans and Specifications be accompanied by site plans showing the detail of the siting of the structure or improvement under consideration. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a minimum of 4 complete sets, or as many as requested by the ARC, of Plans and Specifications must be submitted to the ARC. In addition, if requested by the ARC, there shall be submitted to the ARC for consideration such samples of building materials proposed to be used as the ARC shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the ARC or the Board of Directors upon application of the Homeowner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently promulgated Association forms.

8.6 Recommendations of the ARC. Once the ARC has received and reviewed the Plans and Specifications submitted by a Homeowner, the ARC may either (a) approve or disapprove the proposal of the Homeowner, or (b) request additional information as the ARC deems necessary in its discretion to be able to render a decision.

8.7 Approval of Plans and Specifications. Upon written approval of the Plans and Specifications, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Board of Directors shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's expense. All costs and expenses of the Association (including attorney's and paraprofessional's fees) related to the enforcement of these covenants shall be paid by the Homeowner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved. Each Owner, by virtue of taking title to a Lot or Parcel, understands and agrees, and shall be deemed to understand and agree, that approval of the ARC in no manner eliminates any obligation to obtain governmental approval for the contemplated activity, or that upon proper application to such governmental authority the contemplated activity will be permitted. Any approval of a proposed activity by the ARC shall immediately and automatically become null and void upon a written rejection of an application to a governmental authority for authorization to undertake the proposed activity (e.g., denial of a building permit).

8.8 Rejection of Plans and Specifications. The ARC shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Declarant of the

Property. In the event the ARC rejects such Plans and Specifications as submitted, the ARC shall so inform the Owner in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the ARC may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the Parcel upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Parcels.

8.9 Appeal by Aggrieved Owner.

8.9.1 Prior to Transfer of Control. Prior to Transfer of Control, if the ARC rejects such Plans and Specifications, the aggrieved Owner and/or any other interested Owner may appeal such adverse decision to the Board, and any decision by the Board shall be final and binding.

8.9.2 Subsequent to Transfer of Control. Subsequent to Transfer of Control, if after the Board's review the appealing Owner is still in disagreement with the Board's decision, such Owner may appeal such adverse decision by submitting in writing to the Board a request to call a special meeting of all Members to consider the propriety of the Board of Directors' decision within 10 days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the appealing Owner. At such special meeting, the proposal made by the Owner and the decision of the ARC and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Owners. A vote of a majority of the total voting interests present in person or by proxy of a duly-called and noticed meeting of the Members at which a quorum is present shall be necessary to overturn an adverse decision of the ARC and the Board against the Owner.

8.10 No Waiver of Future Approvals. The approval of the ARC of any proposals or Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

8.11 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

8.12 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from doing further work within the Property by the Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the By-Laws.

8.13 Right to Inspect. Subject to reasonable advance notice for occupied Homes, there is specifically reserved unto the ARC the right of entry and inspection upon any Parcel for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's and paraprofessional's fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Association shall indemnify and hold harmless each member of the ARC from all costs, expenses, and liabilities, including attorney's and paraprofessional's fees, incurred by virtue of any service by a member of the ARC. A perpetual, non-exclusive easement over, across and

through the private roadways of the Community and a right of entry upon any Parcel is hereby granted to the County and other applicable governmental entities for the limited purpose of permitting code inspectors to inspect and examine the construction of improvements, additions, or modifications on such Parcel.

8.14 Exemption. Notwithstanding anything to the contrary contained herein, improvements and construction activities of Declarant on any portion of the Property and from time to time shall be exempt from the provisions of this Article.

8.15 Amendment. This Article may not be amended without Declarant's written consent in its sole and absolute discretion so long as Declarant owns any portion of the Property or until Declarant has elected not to add any additional property to the scope of this Declaration.

8.16 Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Association to any addition, alteration, improvement, or change may be conditioned upon the Owner requesting such approval obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that event the Owner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Association.

8.17 No Liability. Notwithstanding anything contained herein to the contrary, Declarant or the ARC, as applicable, shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner or any other Person due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvement are complete or do not contain defects, or in fact meet any applicable standards, guidelines and/or criteria or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and Declarant, the ARC or the Association, as applicable, shall not be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

ARTICLE 9: MAINTENANCE BY THE ASSOCIATION

9.1 Preamble. The responsibility for the maintenance of the Community is divided between the Association and the Owners. All landscaping is maintained by the Association in accordance with Section 3.2 hereof. Maintenance of all portions of a Home or other Parcel, including the interior maintenance of all structures, unless otherwise provided in this Declaration, is the responsibility of the Owner thereof. The Board of Directors has the right to require the Owners to maintain Homes and common areas or common elements under their control in accordance with the Community Wide Standards; and it is the responsibility of the Owner to keep the property (including improvements) in a neat and attractive condition and removed all objectionable debris or material as may be located on their Home site or common property. Open spaces within the Community (meaning all areas not containing improvements) shall be maintained by the Association so that its use and enjoyment as open space will not be diminished or destroyed.

9.2 Maintenance by the Association.

9.2.1 Commencing as of the date hereof, the Association shall maintain and keep in working condition the Common Property, with such maintenance to be funded as herein provided. The costs of maintenance, repair and replacement of the Common Property shall be collected through one or more different types of Assessments as described hereinafter.

9.2.2 Any walls, berms and fences constructed or installed by the Association shall be maintained by the Association. A perpetual, non-exclusive easement of ingress and egress over, across and through all applicable portions of the Property is hereby granted to the Association for purposes of construction, installation and maintenance activities related to any such walls, berms and

fences. The Association shall exercise its powers of ingress and egress in a manner which does not unreasonably interfere with use of the Property over which ingress or egress is utilized.

9.2.3 All Boundary Walls and any other walls, berms and fences constructed or installed by Declarant and/or the Association shall be maintained by the Association, including all of same that are constructed upon any portion of a Lot. A perpetual easement of ingress and egress over all applicable portions of the Property is hereby granted to the Association for purposes of construction, installation and maintenance activities related to any such Boundary Walls and any other walls, berms and fences. The Association shall exercise its powers of ingress and egress in a manner which does not unreasonably interfere with use of the Property over which ingress or egress is utilized.

9.2.4 In the event a Boundary Wall contains a gate providing private access to the rear yard of a Lot, the Association shall be the sole party responsible for maintaining, repairing, replacing and/or reconstructing such gates and its related facilities, but the Owner shall be entitled to lock such gate to ensure such Owner's private use of the gated areas (provided that the Owner shall ensure that the Association shall have access to the rear yard areas of a Lot in order to perform maintenance activities on a Boundary Wall and any other wall, berm and fence upon prior reasonable written notice delivered by the Association to such Owner).

9.2.5 There may be lighting fixtures which are constructed as a part of such gate and wall structures. The Owner shall be the owner of the lighting fixtures, but the Association shall be responsible for maintaining, repairing and replacing the lighting fixtures and the light bulbs contained therein.

9.2.6 The Association may contract with any Person for the maintenance of all or part of the Common Property for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration, or for the provision of Telecommunication Services.

9.2.7 If any lake or other water body is part of the Common Property, the Association shall be responsible for the maintenance of such lake or other water body, except for those lakes or other water bodies which may be specifically maintained by another entity. The Association also shall be responsible for the maintenance of the Surface Water Drainage and Management System for any portion of the Property.

9.2.8 Unless otherwise limited or specifically described elsewhere herein, the Association may also maintain any property which is not a part of the Property or the Common Properties, if by agreement of Declarant or the Association, the Association is obligated to maintain such property. Such maintenance shall include, but shall not be limited to, maintenance of drainage and stormwater management systems, utilities, berms, swales, lakes and all private streets or roads located on the Property, including any private streets which may not be specifically maintained by another entity. If pursuant to any easement the Association is to maintain any improvement within any portion of the Property, then the Association shall maintain such improvement in good condition at all times. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Association or Declarant if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the Owners. In such event, where applicable, the Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner, until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate Owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Property, and any pavement, landscaping, sprinkler system, sidewalks, paths, signs, entrance features, or other improvements, within the unpaved portion of any public road rights-of-way within or contiguous to the Property. In addition, the Association shall have the right to maintain entry lights and street lights along the private streets or roads and publicly dedicated streets or roads, if any, located on the Property. To the extent the Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Association or Declarant may be made in connection with an agreement with any Owner or any governmental authority. Pursuant to any such document, the

operation and/or maintenance of such property may be made a permanent obligation of the Association. The Association may also enter into agreements with Declarant or any other Person, including any governmental authority, to share in the maintenance responsibility of any portion of the Property or lands not part of the Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best interests of the Owners. To the extent the Association assumes the obligation to operate and/or maintain any property which is not Common Property or owned by the Association or Declarant, the obligations of the Association shall be set forth by written agreement entered into with the owner of such Property. All Community Entry Features and Common Property within the Community shall be maintained by the Association.

9.2.9 The Association is responsible for maintaining, repairing and replacing the Community Entry Features and all improvements constructed or developed thereon and therefore from time to time. Further, the Association is responsible for all lighting of the Community Entry Features and for the paying of all utilities used in connection with the operation and maintenance thereof. All costs incurred by the Association in the performance of its maintenance and repair obligations hereunder shall be included as a general expense of the Association and shall be allocated pursuant to the Assessment process provided hereinafter.

9.2.10 The Association may have the obligation for expenses for lease or operation of street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first.

9.2.11 The Association is required to maintain, repair and replace all signage required by governmental entities pertaining to roads, traffic control, mitigation, conservation, wetland or other areas contained within the Property.

9.3 Failure of Association to Perform its Duties. In the event the Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owners may seek to specifically enforce the provisions of this Declaration subject to the terms and provisions hereof.

9.4 Use of Chemicals by the Association. The maintenance provided by the Association may include dispensing maintenance chemicals to the extent deemed necessary or desirable, in the judgment of the Board. A perpetual right and easement on, over and under all portions of the Property is reserved to the Association to dispense maintenance chemicals and to take other action which, in the opinion of the applicable party, are necessary to control insects, vermin, weeds and fungi on the Property exclusive of the interior of buildings and other structures constructed thereon. THE PROVIDING OF MAINTENANCE CHEMICALS AS DESCRIBED ABOVE SHALL NOT BE CONSTRUED AS AN OBLIGATION ON THE PART OF THE ASSOCIATION TO PROVIDE SUCH SERVICES.

9.5 Additional Maintenance and Operational Duties. The Association's duties shall include, but not be limited to, the foregoing maintenance and operational duties, as well as any other particular duties set forth in this Declaration. The Association may, in the discretion of its Board, assume additional maintenance or operational duties not set forth in this Declaration. In such event, the cost of such additional duties shall be allocated through the Assessment process as provided hereinafter.

ARTICLE 10: MAINTENANCE BY OWNERS

10.1 Maintenance Pertaining to Homes. Subject to the rights and obligations of the Association as provided herein (with specific reference to Section 10.4 hereof), all Homes shall be maintained in accordance with the provisions of this Declaration. If an Owner fails to perform all maintenance activities and duties required hereunder in accordance with the Community Wide Standards, the Association may, but shall not be obligated to, enter upon the Home and perform the necessary maintenance activities, in which event the Association may charge the Owner for the costs and expenses thereof (through the levying of a Specific Assessment).

There may be certain Common Properties lying between the rear boundary of a Lot and a Boundary Wall which are enclosed and can only pertain to one particular Lot for use of such portion of the Common Property. The Owner of the adjacent Lot thereof shall only be permitted to undertake improvements to such enclosed portion of the Common Property (including, but not limited to, landscaping installations) with the prior written consent of the ARC and such Owner shall be required to maintain such area in the same manner as the Owner maintains such Owner's Lot.

10.2 Requirement to Maintain Insurance. In addition to the foregoing, all Owners shall be required to obtain and maintain adequate property insurance on their Home (and Lot as may be applicable). Such insurance shall be sufficient for necessary repair or reconstruction work in the event of casualty and remove damaged or demolished portions of the Home. If requested, an Owner shall provide the Association with a copy of the certificate of insurance evidencing the coverage purchased and the amount of coverage. The Association shall have the power to undertake legal proceedings to compel compliance with this insurance requirement.

10.3 Failure to Maintain. In the event an Owner fails to maintain or repair an improvement, within 30 days' written notice of same from the Association, then the Association, after approval by 2/3 vote of the Board of Directors, shall have the right, but not the obligation, through its agents and employees, to repair, maintain, and restore the improvement (or portion thereof). The cost of same shall be a Specific Assessment against said Owner.

10.4 Specific Homeowner Responsibilities.

10.4.1 Each Homeowner shall maintain the Home or Parcel and all structures, parking areas and other improvements thereon. In the event a Home constructed is going to be unoccupied for a consecutive period of one month or longer, the Association may require the Homeowner to designate a responsible firm or individual to undertake his or her general maintenance responsibilities, which responsibilities shall include, at a minimum maintaining exterior appearance, safeguarding the property to prepare for severe weather and repairing the property in the event of any damage therefrom. At the request of the Association, the names and address of such firm or individual must be furnished to the Association.

10.4.2 All maintenance required by this Section shall be performed in a manner consistent with the Community Wide Standards. After 10 days notice by the Board of Directors to correct deficient maintenance, if said deficiencies remain uncured, then the Board of Directors shall have the absolute right to contract for and to perform maintenance as shall be prescribed by the Board of Directors and for the purpose the Owner grants unto the Board of Directors, its agents, employees, and all others designated by the Board of Directors, the right to enter upon the property of the Owner for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. Advance notice shall not be required if the Association determines an emergency condition exists. The cost of such work required by the Board of Directors to cure maintenance deficiencies, together with an administration surcharge equal to 10% of such cost, shall be collected by the Association through the Assessment process as provided hereinafter.

ARTICLE 11: SURFACE WATER DRAINAGE AND MANAGEMENT SYSTEM

11.1 Owner Acknowledgment. Due to groundwater elevations underneath the Property, priorities established by governmental authorities, and other causes outside of the reasonable control of Declarant and the Association, water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither Declarant nor the Association shall have any liability for aesthetic conditions, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels.

11.2 System Defined. The "Surface Water Drainage and Management System" shall be the portions of the Property including improvements thereon which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water or prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharges from such system as contemplated or provided in the applicable permits, development orders or other authorizations pertaining to the development of the Property. The Surface Water Management System shall be governed by the approved County and the SFWMD construction plans for the property, which are on file with the County and SFWMD, as well as the SFWMD Permit.

11.3 Maintenance by the Association. The Surface Water Drainage and Management System shall be owned and maintained by the Association in compliance with all approvals, codes and regulations of governmental authorities. Maintenance of the Surface Water Drainage and Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the County

and SFWMD and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, lake liners, littoral planting and lake maintenance easements which pursuant to the terms of this Declaration, plat or agreement are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted by the County and SFWMD.

11.4 Prohibited Actions. Neither the Association nor any Owner shall take any action which modifies the Surface Water Drainage and Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the requisite governmental or quasi-governmental authorities, Declarant so long as Declarant owns any portion of the Property, and the party who has the obligation to maintain the Surface Water Drainage and Management System.

11.5 Easements. The Property shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Surface Water Drainage and Management System. The Association and the County and SFWMD shall have a non-exclusive easement for use of Surface Water Drainage and Management System, and an easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Drainage and Management System provided such easement rights shall be exercised in a manner which does not unreasonably disturb use or condition of the Property.

11.6 Conveyance by Declarant. Declarant may convey its ownership interest in the lakes, preserves, conservation areas, or other surface water drainage and management systems within the Property to the Association, together with easements for maintenance and other drainage improvements, such as by way of example and without limitation, weirs and underground pipes.

11.7 Amendments Impacting the Surface Water Management System. Any amendment of this Declaration which would affect the Surface Water Drainage and Management System or the responsibility of the Association to maintain or cause to be maintained the Surface Water Drainage and Management System must have prior written approval by the County and the SFWMD.

11.8 Enforcement. Declarant, the County, SFWMD, the Association and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water Drainage and Management System and maintenance of all easements and rights-of-way.

ARTICLE 12: ADDITIONS TO OR DELETIONS FROM PROPERTY

12.1 General.

12.1.1 Additions to the Property. Additional land (which shall not necessarily be required to be contained within the general concepts of the Community, and in fact may be lands located in the general vicinity of the Community as owned by Declarant) may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Article. Such additional property may constitute additional Common Property or a portion of the Property. Notwithstanding the foregoing, however, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property shall in any way be affected by or become subject to this Declaration. All additional land which is brought within the jurisdiction and control of the Association and made subject to this Declaration, pursuant to this Article, shall thereupon and thereafter be included within the term "Property" as used in this Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Association.

12.1.2 Mergers. Upon a merger or consolidation of the Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Association under this Declaration and administer the covenants and restrictions

established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

12.1.3 Deletions from the Property only by Declarant. Except as otherwise provided herein pertaining to deletions from the Property, only Declarant may delete and withdraw a portion of the Property from being subject to this Declaration.

12.2 Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to this Declaration by, and only by, the following procedure:

12.2.1 Addition of Lands by Declarant. Except as otherwise provided in herein where applicable and to the contrary, Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or any Owner or Member, or other third party to make additional lands owned by Declarant subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, Declarant must obtain the consent and approval of each holder of such Mortgage(s). In Declarant's sole discretion, portions of such additional land may be designated as Common Property.

12.2.2 Procedure for Adding Lands. The addition shall be accomplished by Declarant filing of record in the public records of the County a supplement to this Declaration with respect to the additional land is made subject to this. Except as otherwise provided herein where applicable, such supplement need only be executed by Declarant and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of Mortgage(s) on such additional land. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted uses thereof. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by this Declaration affecting the land already constituting the Property unless such supplement also constitutes an amendment accomplished in accordance with Article 22 hereof.

12.2.3 Continued Use of Common Property. No addition shall revoke or diminish the rights of the Owners of the Property to the utilization of the Common Property as established hereunder, except to grant to the owners of the land being added to the Property the right to use the Common Property according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

12.2.4 Withdrawal of Lands by Declarant. Declarant may delete and withdraw one or more portions of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records of the County which specifically and legally describes the property being withdrawn. Declarant must own the property being withdrawn. Such supplement need only be executed by Declarant and shall not require the joinder and consent of the Association or any Owner or Member, or other third party.

12.2.5 No Obligation to Add or Withdraw Lands. Nothing contained in this Article shall obligate Declarant to make additions to or deletions from the Property.

12.3 Voting Rights of Declarant as to Additions to the Property. Declarant shall have no voting rights as to the land to be added to the Property or any portion thereof until such land is actually added to the Property in accordance with the provisions of this Article. Upon such land being added to the Property, Declarant shall have the voting rights as set forth in the instrument amending or supplementing this Declaration.

12.4 Assessment Obligations of Declarant as to Additions to the Property. Declarant shall have no assessment obligations as to the land added to the Property until such land or portion thereof is actually added to the Property in accordance with the provisions of this Article, following which Declarant shall have assessment obligations as set forth in this Declaration.

ARTICLE 13: MEMBERSHIP AND VOTING RIGHTS

13.1 Membership.

13.1.1 Non-Declarant Homeowner Member. Each Homeowner and the Owner of a Parcel (including Declarant) shall be a Member as to each Home or Parcel (or portion thereof) owned. When any Home or Parcel is owned of record by two or more Persons, all such Persons shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home or Parcel and shall be automatically transferred by conveyance of that Home or Parcel. When more than one individual holds an interest in a Parcel which has not yet been divided into Homes, the vote for such Parcel shall be exercised as the Owners thereof determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Parcel. Prior to the time of any meeting at which a vote of the membership is to be taken, the co-Owners shall file the name of the voting co-Owner with the secretary of the Association in order that such voting co-Owner is permitted and entitled to vote at such meeting, unless a general voting certificate giving such information shall have previously been filed with the secretary of the Association. The By-Laws may provide more detailed provisions regarding the voting procedure for co-Owners, including, but not limited to, husband and wife co-Owners, and also Owners which are corporations or other legal entities. There shall be no split vote permitted with respect to such Parcels. Any Member may cast such Member's vote(s) upon becoming a Member without regard to a record date for determining those Members entitled to vote, unless otherwise provided in the By-Laws or otherwise provided in the statutes of Florida governing the Association.

13.1.2 Declarant. Declarant shall be a Member of the Association until such time as all of the Homes that may be constructed within the Residential Property have been conveyed to third parties, or until Declarant relinquishes its membership by written notice to the Association recorded in the public records of the County.

13.2 Classes of Membership and Voting. The Association shall have 2 classes of voting membership – Class A and Class B - as follows:

13.2.1 Class A. "Class A Members" shall be all of the Owners of the Residential Property; provided, however, that so long as there is Class B membership, Declarant shall not be a Class A Member. "Class A Lots" shall mean all Lots owned by the Class A Members.

13.2.2 Class B. The "Class B Member" shall be Declarant. "Class B Lots" shall be all Parcels and Lots owned by Declarant which have not been converted to Class A membership as provided below.

13.3 Specific Provisions Pertaining to Voting. Specific provisions pertaining to voting are contained in Exhibit E attached hereto and made a part hereof. In addition, the By-Laws may expand the voting provisions contained in this Declaration and in such Exhibit E.

13.4 Creation of Classes of Membership and Voting. Declarant shall have the right to create new classifications of membership by the recordation of an instrument in the public records of the County reflecting same. Any such instrument recorded by Declarant must reflect the ownership classification, voting rights and assessments relating to such classification of membership.

ARTICLE 14: TRANSFER OF CONTROL

14.1 Transfer of Control of the Association. Transfer of Control shall occur upon which Class B membership ceases to exist and is converted into Class A membership, which shall be on the earlier of (a) a triggering event contained in Section 720.307(1) of the Act, or (b) the date that Declarant waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County.

14.2 Subsequent to Transfer of Control. Subsequent to Transfer of Control, Declarant shall be entitled to elect at least one member of the Board (and in fact shall be entitled to elect all members of the Board which will constitute one less than a majority of the members of the Board) as long as Declarant holds for sale in the ordinary course of business at least 5% of the Homes that may be constructed in all phases of the Community that will ultimately be operated by the Association. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote in the same manner as any other Member, except for purposes of reacquiring control of the Association by selecting the majority of the members of the Board of Directors.

14.3 Termination of Class B Membership. Upon transfer of control of the Association, Class B membership shall terminate and Declarant shall own portions of the Residential Property in the same manner as a Class A Member.

ARTICLE 15: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

15.1 General Provisions. The Association shall govern, make rules and regulations, control and manage the Residential Property and the Common Property pursuant to the terms and provisions of the Governing Documents. The Association may lease all or any portion of the Common Property conveyed to the Association, pursuant to the provisions of this Declaration, which lease must be subject to and in accordance with the provisions of this Declaration. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for the administration and operation of the Association, the maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon (including, but not limited to, the maintenance of all required buffer zones, lakes, rights-of-way, roads, medians, swales, and utility easements), and the performance of any of its other maintenance obligations. Any Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair. The Association shall also perform such other duties as are set forth herein, including, but not limited to, the following specific maintenance and operational duties:

15.1.1 Entry System. Notwithstanding the foregoing, the Association may, but is not obligated to, operate an entry system at the Property. If an entry service is operated by the Association, the Board of Directors shall determine, in its sole discretion, the scheduling, costs and expenses of such entry service. Further, the Association shall maintain any electronic, mechanical or entry systems which may be installed by Declarant or the Association to control and/or monitor access onto the Residential Property from adjoining lands. Nothing in this Declaration shall obligate the Association to employ or maintain an access control service or personnel or any electronic, mechanical or other property protection system.

15.1.2 Utilities and Taxes. The Association shall pay for all utility services (including, without limitation, any and all electric, telephone, water, sewer, cable and interactive television and entry systems, the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association.

15.1.3 Insurance. The Association shall at all times obtain and maintain policies of commercial general liability insurance, hazard insurance, flood insurance, and such other types of insurance as the Board deems adequate and advisable generally and specifically to comply with requirements of Institutional First Mortgagees. The Association additionally shall cause all persons handles or is responsible for collecting and disbursing Association funds to be insured or bonded with adequate fidelity insurance or bonds.

15.1.4 Boundary Walls. The Association may, but shall in no manner be obligated to, construct a wall, fence, hedge or other improvements ("Boundary Wall") along the perimeter of the Property (which shall be deemed to include adjacent areas contained on a Lot as permitted under the subdivision plat pertaining to the Community). The Association shall maintain, repair, replace and insure, at its expense, all Boundary Walls which are constructed by it or by Declarant (including the interior surface thereof) within the Community.

15.1.5 Additional Water Management Provisions. The Association has the power to accept subsequent phases that will utilize the surface water management system as originally contemplated under the County and SFWMD subdivision construction plans.

15.2 Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, and to lease the Common Property and the recreation facilities in accordance with the provisions of this Declaration, and shall further have the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property leased. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association. The undertakings and contracts authorized by the Board of Directors consisting of directors appointed by Declarant shall be binding upon the

Association in the same manner as though such undertakings and contractors had been authorized by the Board of Directors consisting of directors duly elected by the membership of the Association.

15.3 Telecommunications Services.

15.3.1 Authority of the Association. The Association shall have the right, but not the obligation, to establish exclusive systems for the provision of Telecommunication Services. The Association may establish and operate such systems itself or may enter into agreements with related or unrelated persons or entities for this purpose, with any such agreements to be on such terms as the Board shall deem, in its sole discretion, to be in the best interests of the Owners. If Declarant is not the "Telecommunications Provider" (defined to mean Declarant and/or any other party operating the Telecommunications Services) for any particular Telecommunications Service, Declarant shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within the Property as agreed, from time to time, between the Telecommunications Provider and Declarant. Any such systems for Telecommunications Services shall be mandatory for all Owners, regardless of when they took title to a Home or Lot.

15.3.2 Terms of Services. The terms upon which the Telecommunications Services are established and operated by a Telecommunications Provider may include, but shall not be limited by or to, the following:

15.3.2.1 Every Home within the Property receiving Telecommunications Services pursuant to the terms of this Section 15.3 may be subject to a charge, payable per Home on the first day of each month or quarter in advance, of specified dollar amounts for Telecommunications Services, which dollar amounts are subject to periodic adjustment.

15.3.2.2 The Association may impose Assessments for Telecommunications Services fees due and payable as provided for in Section 15.3.2.1 and may collect the same and remit the amount collected to the Telecommunications Provider.

15.3.2.3 Where an Institutional Lender or other Owner of a Home obtains title to the Home as a result of the foreclosure of a First Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the payment of the aforementioned charges pertaining to such Home which become due prior to acquisition of title in the manner provided above.

15.3.3 Easement for Telecommunications Services. Declarant hereby (a) reserves for itself and its nominees, successors, assigns, affiliates, and licensees, and (b) grants to (i) the Association and its nominees, successors, assigns, affiliates, and licensees, and (ii) each Telecommunications Provider providing Telecommunications Services to all or a part of the Property pursuant to an agreement between Declarant or the Association and such Telecommunications Provider, a perpetual, non-exclusive easement, privilege and right in and to, over, under, on and across all of the Property for the purpose of erecting, installing, maintaining, operating and removing any and all equipment or other property associated with the Telecommunications Services.

15.3.4 Structures. Notwithstanding anything to the contrary in this Declaration, Declarant hereby (a) reserves for itself, and its nominees, successors, assigns, affiliates, and licensees, and (b) grants to (i) the Association and its nominees, successors, assigns, affiliates, and licensees, and (ii) any Telecommunications Providers, the right to erect, install, maintain, operate and remove from the Property, at any time and from time to time, any satellite dish, tower or other such structure or equipment for the purpose of establishing and operating Telecommunications Services.

15.3.5 Restoration. Upon the completion of any installation, upgrade, maintenance, repair or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Property and/or any Home or Lot to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within 10 days after receiving written notice from Declarant or the Board of such failure shall vest in Declarant or the Board the right, but not the obligation, to restore or cause to be restored such portion of the Common Property and/or Home or Lot by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Declarant or the Board may restore or cause to be restored such disturbed portion of the Common Property and/or Home or Lot. In the event that Declarant or the Board exercises the right of

self-help, each Telecommunications Provider agrees in advance that Declarant or the Board shall have the sole right to (a) select the contractors to perform such work, and (b) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Declarant or the Board hereunder. All reasonable expenses incurred by Declarant or the Board in connection with such restoration shall be paid by Telecommunications Provider within 10 days of delivery to Telecommunications Provider of Declarant's or the Board's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in any agreement between a Telecommunications Provider and Declarant or the Board.

15.4 Performance of Association's Duties by Declarant. Declarant shall have the right from time to time, at its sole discretion, to perform, at Declarant's expense, the duties and obligations required hereunder to be performed by the Association, and in connection therewith to reduce the budget of the Association and the Assessments for common expenses payable by the Members; provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

15.5 Action of the Board of Directors. Unless an action is required to be taken in this Declaration by the Members of the Association, an action of the Board shall constitute an action of the Association.

15.6 Recreational Facilities. The Association shall be solely responsible for the operation and the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of all portions of the Amenities comprising a portion of the Common Property.

ARTICLE 16: COVENANT FOR ASSESSMENTS; CAPITAL CONTRIBUTIONS

16.1 Assessments Established; Commencement of Assessments. The Association shall levy the Assessments described in Exhibit F attached hereto and made a part hereof as may be necessary and from time to time. Except as otherwise provided in this Declaration or as otherwise determined by the Board from time to time, payment of the Assessments for any subject fiscal year shall be required as of the first day of such fiscal year. Each Owner shall pay the assessed amounts directly to the Association. Notwithstanding any provision herein to the contrary, Assessments shall only be levied against a Lot or Parcel for which a certificate of occupancy has been issued for the Home constructed thereon.

16.2 Responsibility for Payment. The respective Owners as provided herein shall be responsible to pay such Assessments plus all excise or other taxes, if any, that from time to time as may be imposed upon such Owner's respective portion of the Assessments established by this Article. All of the foregoing, together with interest, late fees, and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, are jointly and severally the personal obligation of the Owners of the respective Parcel.

16.3 Adoption of Annual Budget; Notice to Owners of Assessments. The Board shall annually prepare a budget covering the estimated expenses of the Association for the coming year ("Annual Budget"). Any Annual Budget adopted by the Board (which must be adopted by the Board of Directors at a meeting at which notice was given to the Members in accordance with Section 720.303 of the Act) may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list various expenses in a format such that the various Assessments can be determined and levied. The Board shall make diligent effort to provide notice of Assessments to the Owners at least 30 days in advance of each Assessment period. The Annual Budget and all Assessments shall be determined by the Board of Directors in their sole and absolute discretion. The Board of Directors may modify the budget as necessary during the fiscal year, and levy modified Assessments in conformity therewith.

In the event the proposed Annual Budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as an Annual Budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new Annual Budget, the same shall be deemed retroactive to the beginning of the then-current budget year and each Owner shall pay the

increase, if any, in the Assessments from the beginning of such year at the time the next Assessment installment is due.

The initial Annual Budget is projected and is based upon good faith estimates and analysis and not upon historical operating figures. Each Owner is hereby notified that the amount of the Assessments that actually are levied by the Association may be significantly lower or higher than originally projected.

16.4 Declarant's Assessments. Notwithstanding any provision of the Governing Documents to the contrary, Declarant shall not be obligated to pay any Assessment for any Lot, Home or Parcel which it may own during any period of time that Declarant shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources. The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of Common Property, Initial Capital Contributions (as defined hereinafter) and the Assessments levied against the Members other than Declarant. Such difference, herein called the "deficit funding", shall not include any reserve for replacements, operating reserves (if any), depreciation reserves (if any) or capital expenditures. Declarant shall be obligated for deficit funding for each year of operation until such time that Declarant shall give written notice to the Board terminating its responsibility for deficit funding during the next succeeding fiscal year. Upon giving such notice, each Lot or Parcel owned by Declarant for which a certificate of occupancy has been issued for the Home constructed thereon shall thereafter be assessed in the same manner as Lots or Parcel owned by Homeowners other than Declarant. Notwithstanding any provision herein to the contrary, any deficit funding provided by Declarant pursuant to this Section shall automatically terminate as of Transfer of Control. Any surplus may either be paid to Declarant after the conclusion of the fiscal year or carried forward to the next fiscal year at the sole option of Declarant. There is no limit to the number of years for which a surplus may be accumulated. Any surplus remaining at Transfer of Control shall be paid to Declarant. In conjunction with Transfer of Control, an audit will be conducted to determine the cumulative "due to" or "due from" Declarant for the term of the deficit funding.

16.5 No Assessments for Common Properties. The Assessments provided for or created by this Article shall not apply to the Common Properties or any other property dedicated to and accepted for maintenance by a public or governmental authority.

16.6 Lien for Assessments; Personal Obligation of Owner(s).

16.6.1 All sums assessed and charged against any Lot, Home or Parcel pursuant to this Declaration, together with interest, late fees, all amounts coming due thereafter, and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be secured by a continuing lien in favor of the Association on such Lot, Home or Parcel, which may be foreclosed in the same manner as a mortgage lien is foreclosed under applicable Florida law. The lien is effective from and after the recording of a claim of lien in the public records of the County, stating the description of the Home or Parcel, the name of the Owner, the amount due, and the due dates. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the Owner or other person making the payment is entitled to a satisfaction of the lien recorded in the public records of the County.

16.6.2 In addition to the continuing lien described in Section 16.6.1 above, all sums assessed and charged against any Lot, Home or Parcel pursuant to this Declaration, together with interest, late fees, all amounts coming due thereafter, and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall also be the personal obligation of the person or persons who was or were the Owner(s) of such Lot, Home or Parcel when such sums became due and owing.

16.7 No Set-Offs. No Owner shall have the right to set-off or reduce any Assessment by any claims that such Owner may have or may claim to have against the Association or against Declarant.

16.8 Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether there exists any unpaid Assessments against a specific Home or Parcel, and, if so, the unpaid balances(s).

16.9 Remedies of the Association. Any Assessment not paid within 30 days after its due date shall bear interest until paid at the rate of 15% per annum, or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate not constituting usury under Florida law. In addition, an administrative late fee of \$15.00 shall be imposed for any Assessment not paid within 10 days after its due date. The Association may bring an action at law against the respective Owner obligated to pay such Assessment and may foreclose its lien. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

16.10 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant shall be required to pay all costs and expenses of foreclosure incurred by the Association, including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Home or Parcel that become due during the pendency of the foreclosure, which Assessments also are secured by the lien foreclosed. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Home or Parcel foreclosed, or to acquire such Home or Parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Home or Parcel as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

16.11 Reimbursement of Fee for Worthless Check. In the event the Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Association for the payment of any Assessment or other sum due to the Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Association for such bank service charge or fee incurred, together with an administrative processing fee of \$25.00.

16.12 Subordination of Lien. Subordination of the Lien to First Mortgages.

16.12.1 The claim of lien filed by the Association shall be subordinate to the lien of any First Mortgage held by a First Mortgagee recorded and valid before the effective date of this provision.

16.12.2 If a Mortgage against a Lot (i) is properly recorded as a First Mortgage before the Association's claim of lien is recorded and (ii) maintains First Mortgage priority, then the liability of the Lot and the First Mortgagee (and its successor or assignee who acquires title to the Lot by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the subsequent holder of the First Mortgage) for the unpaid Assessments that became due before the First Mortgagee's acquisition of title is limited, in accordance with the applicable provisions of Chapter 720, Florida Statutes, to the lesser of:

16.12.2.1 The Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title or for which payment in full has not been received by the Association; or,

16.12.2.2 One percent (1%) of the original debt secured by the First Mortgage.

16.12.3 The limitation of liability for payment of Assessments contained in this Section applies only if the First Mortgagee joins the Association as a defendant in the foreclosure action; however, joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the First Mortgagee.

16.12.4 All unpaid Assessments as a result of this exception are Common Expenses, collectible from all of the Homeowners, including the new Homeowner and the Homeowner's successors and assigns. Such new Homeowner is not excused from liability for any Assessments against the Homeowner's Lot which accrue after the Homeowner's acquisition of title; provided, however, that if the Association is the grantee, it is excused from payment. Notwithstanding the foregoing, First Mortgagee shall be exempt from liability for Assessments coming due before the First Mortgagee receives title to the Lot as the result of a foreclosure or deed-in-lieu of foreclosure.

16.12.5 The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Section; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

16.12.6 The liability limitations contained in this Section for First Mortgagees shall be expanded in the Association's favor to the fullest extent permitted by the applicable provisions of Chapter 720, Florida Statutes, as amended from time to time.

16.13 Reserves. At the commencement of the Community, the Association may, but shall not be required to, collect reserves for future or deferred maintenance, even though there is and shall be no requirement for the collection of any reserves for such maintenance. From time to time, the Association, through the Board, may elect to collect reserves, in which event such amounts shall be a common expense of the Association. If the Board determines that reserves are to be collected, (a) the Board shall determine the appropriate level of the reserves based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, and (b) the Association's budget shall disclose the exact monies collected and the reserve categories involved. Each Homeowner, by virtue of taking title to a Lot or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Association has no obligation to establish and collect reserves during the period of time that Declarant is entitled to elect a majority of the members of the Board, that there is no statutory requirement for the establishment and collection of reserve accounts as of the date of recording of this Declaration, and that the Board has the exclusive power and authority to determine when and if reserves should be established, based upon its sole discretion.

16.14 Contributions to Capital; Consent of Homeowners; Exemption for Club Property Owner.

16.14.1 Types of Capital Contributions. There shall be 2 different capital contributions that will or may be paid in conjunction with the purchase of a Home:

16.14.1.1 Initial Capital Contribution. At the time the initial sale of each Home is closed, the purchaser of the Home shall pay to the Association an "Initial Capital Contribution." This sum shall be used and applied for start-up costs and as a working fund in connection with any and all operating expenses of the Association and any and all obligations of the Association that may exist from time to time. This payment shall not be refundable or applied as a credit against the Homeowner's payment of Assessments. The amount of the Initial Capital Contribution shall be equal to two times the monthly General Assessment against the particular Lot or Parcel. Different types of Homes may be required to pay differing amounts for the Initial Capital Contribution. All Initial Capital Contribution monies may be used by the Association while under Declarant control as determined by the Board in its sole discretion from time to time, and shall be maintained in the Association's general operating accounts in the same manner as monies collected from other sources (exclusive of reserves).

16.14.1.2 Initial Landscaping Capital Contribution. At the time the initial sale of each Home is closed, the purchaser of the Home shall pay to the Association an "Initial Landscaping Capital Contribution." The Initial Landscaping Capital Contribution shall be separate and distinct from the Initial Capital Contribution. The Initial Landscaping Capital Contribution shall be specifically utilized to provide for landscaping replacement and improvements (e.g., annuals, plants, trees and the supporting infrastructure) to the Common Property or other lands required to be maintained by the Association pursuant to this Declaration or by separate agreement. This payment shall not be refundable or applied as a credit against the Homeowner's payment of Assessments. The amount of the Initial Landscaping Capital Contribution shall be equal to two times the monthly General Assessment against the particular Lot or Parcel. Different types of Homes may be required to pay differing amounts for the Initial Landscaping Capital Contribution. All Initial Landscaping Capital Contribution monies shall be maintained in a special Association banking account (i.e., separate and apart from the general accounts of the Association) that is created and designated solely for such Initial Landscaping Capital Contribution monies. All Initial Landscaping Capital Contribution monies may be used by the Association while under Declarant control as determined by the Board in its sole discretion from time to time.

16.14.2 Agreement and Consent of Homeowners. Each Homeowner, by virtue of taking title to a Lot agrees and consents, and shall be deemed to agree and consent, with and to the provisions of this Section 16.14, including, but not limited to, all obligations for monetary payment to the Association and such Homeowner's responsibilities therefore.

16.15 Application of Payments Received from a Homeowner. Any payments received by the Association from a delinquent Homeowner shall be applied first to any interest accrued as provided in this Article, then to any administrative late fee, then to any fines levied by the Association pursuant to the applicable provisions of this Declaration, the By-Laws and the Act, then to costs and reasonable attorneys' fees incurred in collection as provided in this Article, and then to any delinquent and/or accelerated Association assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

ARTICLE 17: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGEES

17.1 General Rights of Mortgagees. The following provisions are intended for the benefit of each First Mortgagee and each "Institutional First Mortgagee" (defined for purposes herein to mean any federally or state chartered bank, insurance company, a FHLMC, FNMA, GNMA, HUD, VA or FHA approved mortgage lending institution, a recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank, or any other institutional lender holding a First Mortgage), as more specifically provided hereinafter. An Institutional First Mortgagee shall not cease to be a Institutional First Mortgagee even if the First Mortgage is partially subordinated to another mortgage encumbering the Property. To the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

17.1.1 Upon request in writing to the Association identifying the name and address of the Institutional First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Home or Parcel ("Insurer or Guarantor") and the number or address of the Home or Parcel on which it has (or insures or guarantees) the First Mortgage, the Association shall undertake to furnish to each Institutional First Mortgagee, Insurer or Guarantor, as the case may be, timely written notice of (a) any condemnation or casualty loss that affects either a material portion of the Property or the Home or Parcel securing its mortgage, (b) any 60-day delinquency in the payment of Assessments or charges owed by the Owner of the Home or Parcel on which it holds the Mortgage, (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action that requires the consent of a specified percentage of the Institutional First Mortgagees or the First Mortgagees as a whole.

17.1.2 Any Institutional First Mortgagee who comes into possession of a Home or Parcel pursuant to the remedies provided in the First Mortgage, through either deed-in-lieu or foreclosure, shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments and charges in favor of the Association against the mortgaged Home or Parcel which became due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the respective Home or Parcel, whichever occurs first; provided, however, that this provision shall not apply to unpaid assessments and charges for which the Association has recorded a Notice of Lien in the public records prior to the recording of the applicable First Mortgage. In no manner shall the foregoing ability to avoid claims for unpaid Assessments and charges apply to a First Mortgagee that is not an Institutional First Mortgagee.

17.1.3 Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

17.1.3.1 to examine current copies of this Declaration, the Articles, the By-Laws, Rules and Regulations and the books and records of the Association during normal business hours;

17.1.3.2 to receive, by payment of a reasonable charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense.

17.1.3.3 to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings.

17.1.3.4 to receive written notice of any decision by the Owners to make a material amendment to this Declaration, the By-Laws or the Articles; or

17.1.3.5 receive written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees.

17.1.4 No provision of this Declaration or the Articles or any similar instrument pertaining to any portion of the Property shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their First Mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Homes or Parcels and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Homes or Parcels affected shall be entitled, upon specific written request, to timely written notice of any such loss.

17.1.5 Upon specific written request to the Association identifying the name and address of the First Mortgagee, Insurer or Guarantor and the number and address of the Homes or Parcel on which it has (insures or guarantees) the First Mortgage, each First Mortgagee, Insurer or Guarantor of a Home or Parcel shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds \$10,000.

17.1.6 If any Home or Parcel (or portion thereof) or the Common Property (or any portion thereof) is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Home or Parcel or the Common Property will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the Owner of such Home or Parcel or the Common Property or other party to priority over such First Mortgagee with respect to the distribution to such Home or Parcel or the Common Property of the proceeds of any award or settlement.

17.2 Taxes and Assessments. Declarant and First Mortgagees may, jointly or severally, pay taxes and assessments or other charges which are in default and which may or have become a charge against the Common Property, and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Association policy, and Declarant and First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

17.3 Notice to the Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Home or Parcel.

17.4 Failure of Mortgagee to Respond. Any First Mortgagee who received a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the First Mortgagee within 30 days of the date of the Master Association's request, based upon the date indicated on a postal return receipt or other certified evidence showing delivery. This Section 17.4 shall not be applicable to any First Mortgagee holding a mortgage on property owned by Declarant and subject to this Declaration.

ARTICLE 18: DAMAGE, DESTRUCTION AND RESTORATION OF COMMON PROPERTY

18.1 Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus reserves (if any) maintained by the Association, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, any applicable reserves, shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event the insurance proceeds and reserves (if any) are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Owners through a Special Assessment (or some other applicable means) and all other parties in interest do not voluntarily make provision for reconstruction

within 180 days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the Board shall determine whether the net proceeds of insurance policies shall be (a) considered revenue of the Association, or (b) divided among all Members in proportion to their respective collective Assessment allocations from the entire Association budget.

18.2 Withdrawal of Damaged or Destroyed Common Property From Declaration. Any portion of the Common Property affected by damage or destruction may be withdrawn from being subject to this Declaration upon the unanimous affirmative vote of the Members voting at a meeting called for that purpose. If the Common Property affected by such damage or destruction is owned by the Association and such property was contributed to the Association by Declarant, the Board shall, after 60 days written notice to Declarant, return such property to Declarant (whether or not Declarant is a Member at the time). In the event Declarant refuses to accept the return of such property, then the property shall be sold in a commercially reasonable fashion and the Board shall determine whether the sale proceeds shall be (a) considered revenue of the Association, or (b) divided among the Members in proportion to their respective collective Assessment allocations from the entire Association budget. Such withdrawal shall be accomplished by an action of the Board of Directors through a recorded supplement to this Declaration, executed by the president or vice-president and the secretary of the Association, which specifically and legally describes the property being withdrawn.

ARTICLE 19: CONDEMNATION

Whenever all or any part of the Common Property owned by the Association shall be taken by condemnation or conveyed in lieu of and under threat of condemnation, the award made for such taking shall be payable to the Board and considered revenue of the Association unless the Board shall decide to distribute such funds to the Owners, in which event the proceeds available shall be handled by the Board in the same manner as insurance proceeds provided for in Article 19 hereof.

If the taking involves a portion of such Common Property on which improvements have been constructed, then, unless within 60 days after such taking, Declarant, so long as Declarant owns any Parcel subject to this Declaration, and the Board shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor, in accordance with plans approved by the Board.

ARTICLE 20: TERMINATION OF THE DECLARATION

At a meeting of all Owners called for such purpose, upon the affirmative vote of 90% of the eligible voting interests eligible to be cast at a meeting of the Association, the Owners may elect to terminate this Declaration and dissolve the Association in accordance with the provisions of the By-Laws. Within 10 days after the date of the meeting at which such action was approved, the Board shall give written notice of such action to all governmental entities, First Mortgagees, Insurers, and Guarantors entitled to notice under Article 18 of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments to perform all acts in manner and form as may be necessary to effect such termination and dissolution. Notwithstanding anything contained herein to the contrary, this Declaration may not be terminated unless the instrument of termination is joined in by the County or any successor controlling governmental authority.

ARTICLE 21: DECLARANT'S RIGHTS

21.1 General Provisions. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or By-Laws shall be understood or construed to:

21.1.1 prevent Declarant or its contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property may be modified by Declarant at any time and from time to time, without notice); or;

21.1.2 prevent Declarant or its contractors, subcontractors or representatives from erecting, constructing and maintaining on any property owned or controlled by Declarant or its contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing the development and establishing the Community as a community and disposing of the same by sale, lease or otherwise; or

21.1.3 prevent Declarant or its contractors or subcontractors, from conducting on any property owned or controlled by Declarant, its business of developing, subdividing, grading and constructing improvements on the Property and of disposing of Home and Parcels therein by sale, lease or otherwise; or

21.1.4 prevent Declarant from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Community.

21.2 Transfer of Declarant Rights. Any or all of the special rights and obligations of Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of the County.

21.3 Reserved Use Rights of Declarant. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sale of Parcels shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Property and Parcels owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Homes and Parcels, including, but not limited to, business offices, construction offices, signs, model lots, and sales offices, and Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Parcel owned by Declarant as models, or information or sales offices.

21.4 Requirement for Declarant Consent. So long as Declarant continues to have rights under this Article, no Person shall record any declaration or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

21.5 Future Easements and Modifications. Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way to modify the boundary lines and to plat or replat portions of the Property for development of the Community.

21.6 Amendment of this Article. This Article may not be amended without the express written consent of Declarant; provided, however, Declarant's rights contained in this Article shall terminate upon the earlier of (a) 30 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

21.7 Assignment of Declarant's Rights. Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles or the By-Laws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of the County. Any partial assignee of any of the rights of Declarant shall be deemed a Declarant but shall have no other rights, privileges or options other than as are specifically assigned. If, however, such purchaser is specifically assigned all the rights held by WCI as Declarant hereunder, such assignee shall be deemed Declarant and may exercise all the rights of Declarant hereunder. Any full or partial assignment of Declarant's rights shall be by an express written assignment recorded in the public records of the County, specifically setting forth the description of the rights assigned and the specific property of assignee to which the assigned rights apply. Any partial assignment may be made on a non-exclusive basis and in the event of a dispute between WCI (and its successors or assignee of full Declarant's rights hereunder) and any assignee of a portion of Declarant's rights hereunder, the exercise of rights by WCI as Declarant hereunder (and its successors or assignee of full Declarant's rights) shall be controlling. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assigned and agrees to assume such liability. Notwithstanding the foregoing, an assignment of all of Declarant's rights hereunder with respect to a

portion of the Property shall not be valid without the prior written approval of the First Mortgagee of such portion attached to and recorded with the assignment instrument.

ARTICLE 22: AMENDMENTS

22.1 Amendments in General.

22.1.1 Amendment by Declarant.

22.1.1.1 Subject to the provisions of this Declaration where applicable and except as otherwise provided herein, Declarant may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Lots and Parcels which are or may be subjected to the scope of this Declaration (for purposes of disclosure, Declarant presently intends that all residential property contained in the Community shall be subjected to the scope of this Declaration). Notwithstanding the foregoing, amendments undertaken solely by Declarant shall comply with Section 720.307(5) of the Act.

22.1.1.2 Notwithstanding any provision herein to the contrary, pursuant to its rights hereunder to amend this Declaration, Declarant expressly reserves the right to amend the legal descriptions for any of the Parcels, to further subdivide any particular Parcel into two or more Parcels, to modify the Assessment process as contemplated in Exhibit F attached hereto and made a part hereof, or to create new classes or recategorize existing classes of Lots or Parcels or membership.

22.1.1.3 Notwithstanding any provision herein to the contrary, pursuant to its rights hereunder to amend this Declaration, no instrument which amends, rescinds, modifies or terminates any provision of this Declaration shall be effective while there are Class B memberships unless 100% of the Class B Members shall approve and join in such instrument.

22.1.1.4 Notwithstanding anything herein to the contrary, for so long as Declarant owns any portion of the Property, no amendment or modification to this Declaration which in Declarant's sole opinion impairs, alters or otherwise modifies, in whole or in part, the marketability, viability, usability or salability of any portion of the Property owned by Declarant shall be effective without the prior written consent of Declarant. For purposes of example only and without limitation as to the types of amendments or modifications requiring Declarant consent pursuant to this Section 22.1.1.4, an amendment which would (a) require Association approval for the sale or transfer of an interest in a Parcel in whole or in part, (b) modify the assessment structure pertaining to any Parcel, or (c) impair, alter or otherwise modify construction, sales or marketing activities (including placement, size and design of signage, etc.), would be considered an impairment to the marketability, viability, usability or salability of the Property for which prior written consent of Declarant would be required.

22.1.2 Amendment by the Association. Upon such time as Declarant's rights to amend this Declaration expire pursuant to Section 22.1.1 hereof, this Declaration may be amended by an instrument executed by the Association with the formalities from time to time required of a deed and approved by not less than 67% of the total voting interests in the Association, such votes having been cast at a meeting of the Association duly-noticed, called and held in accordance with the By-Laws. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Association certifying that the requisite percentage of Owners approved the amendment, and such amendment document is recorded in the public records of the County. Notwithstanding the foregoing, no instrument of amendment shall be effective while there is Class B membership unless the Class B Member shall approve and join in such instrument.

22.1.3 County and SFWMD Consent to Amendments. Notwithstanding any provisions to the contrary contained in this Declaration, any amendment which will affect the Stormwater Drainage and Management System serving the Property must have the prior written approval of the County and SFWMD or its successor agency, if any, in order to be effective and binding.

22.2 Special Amendments. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth herein where applicable, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration and any provision therein (i) to comply with requirements

of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with First Mortgages covering Homes or Parcels; (iii) to correct clerical or typographical errors in this Declaration; or (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Home or Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 2025.

ARTICLE 23: GENERAL PROVISIONS

23.1 **Term.** The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each, unless an instrument in writing, approved by 67% of the votes of the Member entitled to vote, has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to terminate the same, in which case this Declaration shall be terminated as specified therein. Notwithstanding the foregoing, any terms, provisions, covenants, restrictions or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Property or any portion of the Property which is subject to the rules, ordinances or regulations of the federal government, the State of Florida or the County or any agency or body of the foregoing shall be applicable to the Property in perpetuity unless the waiver of same shall have been obtained from the appropriate party or unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

23.2 **Action by Association.** All actions to be taken by the Association under this Declaration shall be taken by the Board of Directors without a vote of the membership unless a vote of the membership is specifically required by the terms of this Declaration, the Articles or the By-Laws.

23.3 **Covenant Running with Property.** The covenants and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board for a term as hereinabove provided.

23.4 **Future Deeds of Conveyance.** Each Owner, by virtue of taking title to a Lot or Parcel, hereby agrees that the deed of conveyance of the Lot or Parcel to a third party shall specifically state that the Lot or Parcel is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, *Florida Statutes*, has extinguished the application of this instrument to each of the Lots and Parcels.

23.5 **Enforcement.** Unless expressly provided otherwise, the Association or any Owner has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, payable to the prevailing party, may be assessed as a Specific Assessment against such losing Owner's Home or Parcel as provided hereinabove. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

23.6 Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

23.7 Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and *vice versa*; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Lot", "Home" and "Parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should," and "will" have the same legal effect as the word "shall". This Declaration shall be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Homes and Parcels by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

23.8 Inapplicability of Condominium Act. It is acknowledged that the Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Chapter 718, *Florida Statutes*.

23.9 Indemnification. The Association shall to the broadest extent possible by applicable statute, indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

23.10 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association, nor shall any legal services be provided with respect to preparing for such judicial or administrative proceedings unless approved by a vote of (a) 75% of the Class A Members eligible to vote, and (b) the Class B Member (if Class B membership has not been terminated). The Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Owners whose interests are being sought to be protected through such litigation in accordance with the Assessment process provided herein; provided, however, that no funds from General Assessments or other sources may be used for such purpose. Prior to preparation for and institution of legal proceedings, any Assessment levied in such regard must be more than 75% collected. This Section shall not apply, however, to (i) actions brought by the Association against parties other than Declarant to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided herein, (iii) proceedings involving challenges to ad valorem taxation, (iv) counterclaims brought by the Association in proceedings instituted against it, or (v) any dispute in which the amount in question is \$10,000 or less, as adjusted for inflation from year to year. This Section shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

23.11 Compliance. Every Owner and occupant of any Home or Parcel, their guests and invitees, shall comply with all lawful provisions of this Declaration, the By-Laws and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums dues, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved party. Further, in the event of any violation of any ordinances, rules or restrictions imposed by the County with respect to the Property, the County may, without the consent of the Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions and if such enforcement shall be required by a court of competent jurisdiction, then the County shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, and court costs incurred by the County relative to its enforcement of the foregoing.

23.12 Provisions Pertaining to the Transfer or Lease of a Home.

23.12.1 Except as otherwise permitted herein or to the provisions of this Declaration, Owners may lease their Homes for a minimum period of not less than 30 consecutive days in duration and may enter into a maximum of 2 such rental arrangements in any 12 consecutive month period with regard to a Home. An Owner shall notify the Association in writing that the Owner intends to lease a Home and shall provide both associations with a copy of the lease prior to execution. If an Owner intending to lease or rent a Home is delinquent in the payment of Assessments, the Association shall be entitled, but shall not be obligated, to prohibit the Owner from renting or leasing the Home until such delinquency is made current. Leases shall be in writing, and shall be subject to the prior written approval of the Association. The Association may require inclusion in a lease of any provisions that the Association may deem appropriate to assure the lessee's compliance with all the terms and provisions of this Declaration. Homes shall be leased in their entirety, and no individual rooms or portion of a Home may be leased. Upon leasing a Home, an Owner shall notify the Association in writing that the Owner has leased a Home and shall provide the Association with a copy of the executed lease. Tenants shall comply with this Declaration and all Rules and Regulations. The provisions of this Section 23.12.1 shall not be applicable to any Declarant-owned Parcels. The subleasing or sub-renting of a Parcel shall be subject to the same requirements and limitations as are applicable to the leasing or renting thereof.

23.12.2 No later than 15 days prior to the anticipated date of closing on the sale of a Home, or with regard to a lease the first date of occupancy, the Homeowner shall provide written notice to the Association indicating such Homeowners' intention to sell or lease the Home. The notice shall include the name and address of the proposed purchaser/lessee(s) and an executed copy of the purchase contract or a copy of the proposed lease. The Association may require other such information as it deems reasonably necessary, and may impose a transfer fee not to exceed \$100.00 or such other amount as permitted by law from time to time.

23.12.3 The Association must, within 15 days after receipt of all the information required above, either approve, disapprove for cause, or, upon the written demand of the Homeowner, furnish an alternate lessee it approves or the Association may itself elect to purchase, and the Homeowner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association, or the Homeowner may withdraw his proposed sale or lease. In exercising its power of disapproval, the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the Community and the purposes set forth herein. If the Association fails or refuses within the allotted time to notify the Homeowner of either approval or disapproval in writing, or if it fails to provide an alternate lessee or make an election to purchase the Home itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a recordable certificate of approval;

23.12.4 The following provisions specifically pertain to the leasing of a Home:

23.12.4.1 Approvals of leases need not be recorded;

23.12.4.2 Only entire Homes may be leased;

23.12.4.3 All leases must include, and if they do not, shall be deemed to

include and state:

23.12.4.3.1 the agreement of the lessee(s) to abide by all of the terms and provisions of the Governing Documents (but notwithstanding such statement, the Owner shall be responsible for all conduct of the Owner's tenants, including without limitation any damage to the Common Property as a result of the acts or omissions of the Owner's tenants);

23.12.4.3.2 that a violation of the Governing Documents is a material breach of the lease and is grounds for damages, termination and eviction;

23.12.4.3.3 that the lessee(s) and the Homeowner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy. If such costs and fees are not immediately paid by the lessee(s), the Homeowner shall be required to pay same, and collection of such funds shall be through the levying of a Specific Assessment. Each Homeowner irrevocably appoints the Association as the Homeowner's agent-in-fact having authority to bring actions in the Homeowner's name and at the Homeowner's expense (including actions for injunctive relief, damages, termination and eviction) against the lessee(s); and

23.12.4.3.4 that the Governing Documents must be provided to the lessee(s) by or on the behalf of the Homeowner at or before the commencement of the lease term.

23.12.5 Consistent with the provisions of this Section 23.12, de facto timesharing of Homes is not permitted, and approval will not be given for the sale of a Lot or Home or an interest therein interest in a Lot or Home to multiple persons (such as siblings or business associates), who may intend that they and their families would split occupancy of the Lot or Home into different time periods during the year.

23.12.6 Declarant is and shall be exempt from all provisions of this Section 23.12 with regard to the sale of Lots and Homes by Declarant to third parties, and the provisions of such Section shall not be amended without the prior written consent of Declarant for as long as Declarant owns any portion of the Property.

23.13 Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Property. Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Property and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portion of the Property owned by Declarant or its successors and assigns and each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Property. Each Owner on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of the Property may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner or such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives,, successors, mortgagees, lienors and assigns does hereby release Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

23.14 Access Control. Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property more secure than they otherwise might be. **Neither the Association nor Declarant shall in any way be considered insurers or guarantors of privacy or safety within the Property. Neither the Association nor Declarant shall be held liable for any loss or damage by reason of failure to provide adequate privacy or ineffectiveness of privacy or safety measures undertaken. All Owners and occupants of any Home or Parcel, tenants, guests and invitees of any Owner, as applicable, acknowledge that Declarant and the Association, and the officers, directors and supervisors of each of them, do not represent or warrant that any fire protection system, electronic monitoring system or other privacy system designated by or installed according to guidelines established by Declarant or the ARC may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other privacy systems will prevent loss by fire, smoke, burglary, theft, hold-up, or**

otherwise, and that fire protection or electronic monitoring systems or other privacy systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and occupant of any Home or Parcel, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that each Owner and occupant of any Home or Parcel and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Homes and to the contents of Homes and further acknowledges that the Association and Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or electronic monitoring systems or other privacy systems recommended or installed or any privacy measures undertaken within the Property.

23.15 Disclaimer of Association Liability. As used in this Section, "Association" shall mean the Association and all committee and Board Members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of any of the foregoing. Notwithstanding anything contained herein or in the Articles, By-Laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Member, occupant or user of any portion of the Community, other tenants, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing: (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate 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 Community and the value thereof; and (b) the Associations are not empowered, and have not been created, to act as an agency which enforces or insures compliance with the laws of the State of Florida or the County or the prevention of tortious activities. Each Member (by virtue of his or her acquisition of a Home or Parcel and each other Person having an interest in or lien upon, or making any use of, any portion of the Community (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against which the liability of the Associations has been disclaimed in this Article. Each Member does hereby release Declarant and the Associations from all liability from injury and/or accidental death due to adverse weather and all effects and results thereof.

23.16 Logos and Trademarks. All logos, trademarks, and designs used in connection with the Community are the property of Declarant, and the Association shall have no right to use the same after Transfer of Control except with the express written consent of Declarant.

23.17 Disclosure Concerning Development and Construction Noise and Activities: All Owners, occupants, residents and users of the Community are hereby placed on notice that Declarant, third party builders and/or their agents, contractors, subcontractors, licensees and other designees will be, from time to time, conducting blasting, excavation, construction and other activities within or in proximity to the Community. By the acceptance of a deed or other conveyance or mortgage, leasehold, license or other interest, and by using any portion of the Community, each such Owner, occupant, resident and user automatically acknowledges, stipulates and agrees (i) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally, (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Community where such activity is being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (iii) that Declarant and the other aforesaid related parties shall not be liable for any and all losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, except resulting directly from Declarant's gross negligence or willful misconduct, (iv) that any purchase or use of any portion of the Community has been and will be made with full knowledge of the foregoing, and (v) that this acknowledgment and agreement is a material inducement to Declarant to sell, convey, and/or allow the use of the Home or Parcel to third parties. This section shall survive the closing and delivery of a deed of conveyance.

23.18 Collier County Fees. Collier County may impose and levy taxes or assessments, or both taxes and assessments, on the Home or Parcel by virtue of approved ordinances. These taxes and assessments pay for the construction, operation, and maintenance costs of certain public facilities and

services of the County and are set annually by the Board of County Commissioners. These taxes and assessments are in addition to County and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

23.19 Hurricane Disclosure Statement. Each Owner is hereby notified that (1) the Lot or Parcel that the Owner has purchased or is in the process of purchasing is located within a hurricane vulnerability zone; (2) the hurricane evacuation time for the Gulf Coast of Florida region is high; and (3) hurricane shelter space is limited.

23.20 Flood Zones. Flood zone determinations are made by the Federal Emergency Management Agency. Declarant makes no assurance, with regard to any portion of the Property, that any flood zone designation for a Lot or Parcel existing as of a particular date will remain the same. Declarant further advises that any such flood designation could be changed due to re-grading of the land as a result of the land development process. Each Owner, by virtue of taking title to a Lot or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that Declarant has no involvement in the determination or designation of flood zone designations for any portion of the Property.

23.21 Resolution of Disputes. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CERTIFIED COPY

IN WITNESS WHEREOF, the undersigned, being Declarant, herein has caused this Declaration to be executed by its authorized officer and affixed its corporate seal as of this 31st day of December, 2013.

WITNESSES:

WCI Communities, LLC, a Delaware limited liability company

Name: Margaret A. Sisk
Print Name: MARGARET A SISK

By: [Signature]
Paul Erhardt, Senior Vice President
(Corporate Seal)

Name: [Signature]
Print Name: BARRY EBERG

STATE OF FLORIDA
COUNTY OF LEE

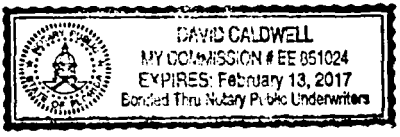
The foregoing instrument was acknowledged before me this 31st day of December, 2013, by Paul Erhardt, as Senior Vice President of WCI Communities, LLC, a Delaware limited liability company, on behalf of the corporation. He is personally known to me.

My Commission Expires:
(AFFIX NOTARY SEAL)

[Signature]
(Signature)

Name: DAVID CALDWELL
(Legibly Printed or Typed)

Notary Public, State of Florida
EE 851024
(Commission Number, if any)



COPY

Exhibit A**Legal Description of Property**

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 34, THENCE RUN N 89°51'32" W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 175.16' TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3584, PAGE 1328, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID LINE, NORTH 89°51'32" WEST, FOR A DISTANCE OF 2,137.29 FEET; THENCE LEAVING SAID SOUTH LINE OF THE NORTHEAST QUARTER, SOUTH 02°13'34" EAST, A DISTANCE OF 668.61 FEET; THENCE NORTH 89°50'13" WEST, A DISTANCE OF 330.44 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE RUN ALONG SAID EAST LINE, NORTH 02°13'36" WEST, A DISTANCE OF 420.21 FEET; THENCE LEAVING SAID EAST LINE OF THE SOUTHWEST QUARTER, NORTH 89°52'05" WEST, A DISTANCE OF 1,245.00 FEET; THENCE SOUTH 02°13'36" EAST, A DISTANCE OF 420.21 FEET; THENCE NORTH 89°52'05" WEST, A DISTANCE OF 77.05 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE RUN ALONG SAID LINE, NORTH 02°13'49" WEST, A DISTANCE OF 668.61 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE RUN ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, NORTH 89°51'46" WEST, A DISTANCE OF 1,322.10 FEET TO THE WEST QUARTER CORNER OF SECTION 34; THENCE RUN ALONG THE WEST LINE OF SECTION 34, NORTH 02°14'01" WEST, A DISTANCE OF 2,006.21 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, SOUTH 89°52'33" EAST, A DISTANCE OF 1,321.20 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, NORTH 02°15'32" WEST, A DISTANCE OF 668.85 FEET TO THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, SOUTH 89°52'49" EAST, A DISTANCE OF 1,320.90 FEET TO THE NORTH QUARTER CORNER OF SECTION 34; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 34, SOUTH 02°17'03" EAST, A DISTANCE OF 2,006.90 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, SOUTH 89°52'26" EAST, A DISTANCE OF 1,321.62 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, SOUTH 02°16'03" EAST, A DISTANCE OF 334.65 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, SOUTH 89°51'59" EAST, A DISTANCE OF 1,146.37 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3584, PAGE 1328, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG WEST LINE OF SAID OFFICIAL RECORDS BOOK 3584, PAGE 1328, SOUTH 02°15'03" EAST, A DISTANCE OF 334.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 184.35 ACRES, MORE OR LESS.

Exhibit B

Description of Common Property

As of the date of recording of the Master Declaration for Raffia Preserve, Declarant had not completed its determination of the Common Property for the Community. Prior to the first closing of a Lot or Parcel (as defined in such Master Declaration), this Exhibit B shall be amended to include the legal description of the Common Property.

Section 1.12 of the Declaration provides a detailed description of other lands and items that are considered to be Common Property. Declarant has reserved the right to amend the Declaration and this exhibit, pursuant to Section 4.5.3 of the Declaration, from time to time to provide a description of lands to be contained within the Common Property.

A CERTIFIED COPY

NOT A CERTIFIED COPY

Exhibit C

Articles of Incorporation

850-617-6381

Received:

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Nov 26 2013 02:40pm

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Fax Server

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RAFFIA PRESERVE MASTER ASSOCIATION, INC., a Florida corporation, filed on November 25, 2013, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000255652. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N13000010650.

Authentication Code: 713A00027234-112613-N13000010650-1/1

UNOFFICIAL
CERTIFIED
COPY

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-sixth day of November, 2013



Ken Detzner
Ken Detzner
Secretary of State

850-617-6381

Received: 11/26/2013 1:43:44 PM Nov 26 2013 02:40pm
PAGE 2/002 Fax Server

November 26, 2013

FLORIDA DEPARTMENT OF STATE
Division of CorporationsRAFFIA PRESERVE MASTER ASSOCIATION, INC.
24301 WALDEN CENTER DRIVE, SUITE 300
BONITA SPRINGS, FL 34314

The Articles of Incorporation for RAFFIA PRESERVE MASTER ASSOCIATION, INC. were filed on November 25, 2013, and assigned document number N13000010650. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H13000255652.

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 file date 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.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

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

Tyrone Scott
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 713A00027234

**ARTICLES OF INCORPORATION
OF
RAFFIA PRESERVE MASTER ASSOCIATION, INC.**

(A Florida Corporation Not for Profit)

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, *Florida Statutes*, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION

The name of this corporation shall be RAFFIA PRESERVE MASTER ASSOCIATION, INC. (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, and the initial Registered Agent at that address is Vivien N. Hastings.

ARTICLE II: PURPOSES

This Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Association in furtherance of one or more of its purposes. The general purpose of this Association is to promote the common interests of the property owners in Raffia Preserve (hereinafter referred to as the "Community"), and the specific purpose is to perform the functions of the Association contemplated in the Master Declaration for the Community recorded in the public records of Collier County, Florida (hereinafter referred to as the "Declaration"), as the same may in the future be amended, which purposes shall include but not be limited to:

- (a) 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;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration;
- (c) Own and convey property;
- (d) Establish rules and regulations;
- (e) Sue and be sued;
- (f) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (g) Maintain, repair and replace Common Properties as contemplated by the Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Properties; and
- (h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Parcel that is subject to Assessment pursuant to the Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Parcel is held by more than one person, each such person shall be a Member. An Owner of more than one Parcel is

entitled to membership for each Parcel owned. No person other than an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Parcel; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Homeowner's vendee in possession.

If more than one person owns a fee interest in any Parcel, all such persons are Members, but there may be only one vote cast with respect to such Parcel. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Parcel is held in a tenancy by the entirety, and in such event either tenant is entitled to cast the vote for such Parcel unless and until the Association is notified otherwise in writing by such co-tenants by the entirety.

B. Classes of Membership and Voting; Transfer of Control. The Association shall have 2 classes of voting membership - Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lots and Parcels of the Community ("Homeowners") except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Homeowners, including Declarant so long as such Declarant is an Owner. Voting shall be accomplished in accordance with the schedule set forth in Exhibit E to the Declaration. There shall be no cumulative voting for Directors or any other matters.

Class B membership shall cease to exist and shall be deemed to be converted into Class A membership upon the earlier of (a) a triggering event contained in Section 720.307(1) of the Act, or (b) the date that Declarant waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County. Upon termination of Class B membership, all provisions of the Declaration, Articles of Incorporation, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

C. Transferability. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

ARTICLE IV: TERM OF EXISTENCE

The Association shall have perpetual existence. In the event the Association is dissolved, the Association shall ensure that the maintenance of the surface water management system, is delegated, transferred or assigned to a similar not-for-profit corporation.

ARTICLE V: INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is the following:

<u>NAME</u>	<u>ADDRESS</u>
Nicole Marginian Swartz	24301 Walden Center Drive Bonita Springs, Florida 34134

ARTICLE VI: MANAGEMENT

The affairs of the Association shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board of Directors from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws, and shall hold office until their respective successors are duly elected and qualified; provided, however, that Declarant shall be entitled to solely appoint all members of the Board of Directors prior to Transfer of Control. The Board shall elect a President, a Vice

President, and a Secretary-Treasurer, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be Members of the Association except with respect to those who are elected by Declarant. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board of Directors (but not a majority of the directors until Transfer of Control has occurred) if 50% of the Lots and Parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

MaryJo Locasio	President
Samantha Sheffield	Vice President
David Caldwell	Secretary-Treasurer

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

The number of persons constituting the Board of Directors of the Association shall be three (3) and the names and addresses of the members of such current Board of Directors, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

MaryJo Locasio	24301 Walden Center Drive Bonita Springs, Florida 34134
Samantha Sheffield	24301 Walden Center Drive Bonita Springs, Florida 34134
David Caldwell	24301 Walden Center Drive Bonita Springs, Florida 34134

ARTICLE IX: BY-LAWS

The By-Laws of the Association have been adopted by the Board of Directors, as constituted under Article VIII above, at an organizational meeting of the Board. Thereafter, the By-Laws may be altered, amended, or rescinded only in the manner provided in the By-Laws.

ARTICLE X: AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of Record (as defined in the By-Laws)

entitled to vote thereon within the time and in the manner provided by *Florida Statutes* for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of (1) a majority of the votes of the Class A Members and (2) the Class B Member.

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any Lots or Parcels in the Community, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of Collier County.


ARTICLE XI: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, *Florida Statutes*, the name and address of the Initial Registered Agent for service of process upon the Association is:

Vivien N. Hastings
24301 Walden Center Drive
Bonita Springs, Florida 34134

The preceding address is also the address of the registered office of the Association.

Executed this 19th day of November, 2013.




Nicole Marginian Swartz, Incorporator

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 19 day of November, 2013, by Nicole Marginian Swartz, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. She is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)

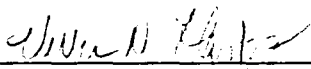


(Signature)
Name LEDIA METAJ
(Legibly Printed)
Notary Public, State of Florida
FF 051798
(Commission Number, if any)



ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for RAFFIA PRESERVE MASTER ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of her duties and is familiar with and accepts the obligations of her position as registered agent.



Vivien N. Hastings

NOT A CERTIFIED COPY

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Exhibit D

By-Laws

**BY-LAWS
OF
RAFFIA PRESERVE MASTER ASSOCIATION, INC.
(A Corporation Not for Profit)**

ARTICLE I: Name and Location

The name of the corporation is **RAFFIA PRESERVE MASTER ASSOCIATION, INC.** (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 24301 Walden Center Drive, Bonita Springs, Florida 34134. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "Board").

ARTICLE II: Definitions

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Master Declaration for Raffia Preserve ("Declaration").

ARTICLE III: Meeting of Members

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in Collier County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the Members of the Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement 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.

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having 1/10 of the votes of the Class A membership.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than 30 nor more than 60 days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the United States mail, postage prepaid within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall obtain and retain a written receipt of delivery of the post office certificate of mailing as proof that the notice was delivered or mailed.

Section 5. **Quorum.** Members present in person or represented by proxy, entitled to cast at least 1/3 of the votes of the membership of the Association, shall constitute a quorum.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized

because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least 1/3 of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.** The Association shall have 2 classes of voting membership - Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to a Lot or Parcel of the Community except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership, Class A Members shall be all Homeowners, including Declarant so long as such Declarant is an Owner. Voting shall be accomplished in accordance with the schedule set forth in Exhibit E to the Declaration. There shall be no cumulative voting for Directors or any other matters.

If more than one person owns an interest in any Home, all such persons are Members, but there may be only one vote cast with respect to such Home. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Home is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Home unless and until the Association is notified otherwise in writing.

Section 10. **Presiding Officers.** At each meeting of the Members, the president, or in his absence the vice president, shall preside and the secretary, or in his absence the assistant secretary, shall be the secretary for the meeting.

Section 11. **Right to Speak.** Members and Homeowners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, a Member or a Homeowner have the right to speak for at least 3 minutes on any item, provided that the Member or Homeowner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association secretary prior to commencement of the meeting). The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member and Homeowner statements, which rules must be consistent with the provisions of this Section.

ARTICLE IV: Directors

Section 1. **Board of Directors.** Until Transfer of Control of the Association from Declarant to the non-Declarant owners, the affairs of the Association shall be managed by a Board of 3 directors. A director must be a Member, except that the directors elected or appointed by the Class B Members need not be Members and may be the officers and/or employees of Declarant. Subsequent to Transfer of Control, the Board shall be comprised of not less than 3 directors and not more than 7 directors, such number to be determined by the Board from time to time. There shall be at all times a minimum of 3 directors.

Section 2. **Election of Directors.**

- (a) Election of directors shall be held at the annual Members' meeting.

(b) The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

(d) Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.

(e) Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board of Directors (but not a majority of the directors until Transfer of Control has occurred) if 50% of the Lots and Parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

(f) Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

Section 3. **Term of Office.** Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.

Section 4. **Composition of the Board of Directors; Eligibility.**

(a) In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.

(b) Upon Transfer of Control, a simple majority of directors shall be elected for a term of office to end at the second subsequent annual meeting of the Members of the Association, and the remaining directors shall be elected for a term of office to end at the subsequent annual meeting of the Members of the Association. Following the initial election of non-Declarant Members, subsequent elections to the Board shall be for a 2 year term of office, unless otherwise provided herein. All officers of a corporation or other entity owning a Lot or Parcel shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

(c) A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible to be a director.

(d) A Member who has been convicted of any felony in Florida 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 Florida, is not eligible to be a director, unless such Members' civil rights have been restored for at least 5 years as of the date on which such Member seeks election to the board.

(e) The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible to be a director.

Section 5. **Notice of Board Meetings to Members.** Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than 7 days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and

filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

Section 6. **Right of Members to Speak at Board Meetings.** Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, a Homeowner has the right to attend all Board meetings and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Homeowner statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under the Act.

Section 7. **Annual Meetings.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be 3 days notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

Section 8. **Meeting to Determine Assessments.** An Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least 14 days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Homeowners and posted conspicuously on the Common Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 9. **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which rules that regulate the use of Homes in the Community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Homeowners, and posted conspicuously on the Common Property or broadcast on closed-circuit cable television, not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate the use of Homes in the Association must include a statement that changes to the rules regarding the use of Homes will be considered at the meeting.

Section 10. **Special Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of 2/3 of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 11. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 12. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, these By-Laws, or the laws of the State of Florida.

Section 13. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 15. **Petition by Members to Board to Address an Item of Business.** If twenty (20) percent of the total voting interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than 60

days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least 14 days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 16. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 17. **Compensation.** No director shall receive compensation for any service he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

Section 18. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 19. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 20. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 21. **Powers.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including but not limited to the power to:

(a) adopt and promulgate rules and regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

(b) suspend the voting rights and other rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of promulgated rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, including the establishment of the Assessments provided for in the Declaration; and

(d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 22. **Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by 1/10th of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the Assessments to be levied against the Owners;
 - (2) exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and
 - (3) take appropriate and timely action against Members whose Assessments are in default;
 - (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - (e) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and
 - (f) perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

Section 23. **Certification by Directors.** Each director shall be required to provide the certification required under Section 720.3033 of the Act.

ARTICLE V: Officers

Section 1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

Section 2. **Executive Officers.** The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. Officers need not be Homeowners, and the officers and employees of Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a 2/3 affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. **President.** The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 4. **Vice-President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. **Secretary.** The secretary shall keep the minutes of all proceedings of the directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. He shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board of Directors or the President. Any assistant secretary elected shall perform the duties of the secretary when the secretary is absent.

Section 6. **Treasurer.** The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

Section 7. **Compensation.** No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

ARTICLE VI: Fiscal Management

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. **Contracts, Etc.** Except as otherwise specifically provided by these By-Laws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide.

Section 3. **Budget.** The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the particular Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the particular Lot or Parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. **Initial Assessments.** The Board shall adopt the initial Assessments as provided for in Exhibit F to the Declaration. The initial levels of the Assessments contained in such Exhibit F shall remain in effect until changed by action of the Board. The adoption of these By-Laws is action of the Board to fix and establish the initial Assessments as contained in such Exhibit F.

Section 6. **Special Assessments; Specific Assessments.** As contemplated by the Declaration, Special Assessments may be adopted by the Association to meet expenses which exceed the budget adopted by the Board of Directors. Such Special Assessments shall be adopted and levied upon approval of a majority of the votes cast by the Members present at a special meeting called for that purpose. Prior to Transfer of Control, Special Assessments may only be levied if a majority of the Homeowners other than Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the Association's membership at which a quorum is present. The Association shall impose Specific Assessments in accordance with the Declaration.

Section 7. **Financial Report.** The Treasurer of the Association shall report the financial status of the Association to the Members 60 days following the end of the fiscal year in accordance with the financial reporting requirements of the Act.

Section 8. **Fines and Suspensions.** The Association shall have the power to suspend, for a reasonable period of time, the rights of a Member and/or such Member's tenants, guests or invitees to use the Common Property (pursuant to the applicable provisions of Section 720.305 of the Act), and to levy reasonable fines against same not to exceed the greater of \$100.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Declaration, these By-Laws

or any rules and regulations duly promulgated by the Association. Multiple violations may be aggregated without a maximum (meaning that continuing violations may result in fines exceeding more than \$1,000.00 in the aggregate). No fine or suspension may be imposed except upon 14 days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3 members of the Association. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension may be imposed except upon majority approval of the members of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicles and pedestrians ingress and egress to and from such offending person's Lot. The voting rights of a Member may be suspended by the Association only in accordance with the applicable provisions of Section 720.305 of the Act.

ARTICLE VII: Amendments

These By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board, and after notice to the Members, by a majority of the total Class A voting interests in the Association, and the unanimous vote of the Class B Member. Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to the Declarant without the written consent of the Declarant as long as Declarant shall own any Lot or Parcel in the Community, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of Collier County.

ARTICLE VIII: Miscellaneous

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

Exhibit E

Voting Rights of Members

Class A Voting Rights.

- a. The Owner of a Lot or Parcel shall have 1 vote. There shall be only 1 vote per Lot or Parcel.
- b. When Declarant becomes a Class A Member, Declarant shall have 1 vote for each Lot or Parcel still owned or to be constructed by Declarant within the Community.
- c. The vote of a Lot or Parcel may not be divided.

Class B Voting Rights:

- a. As to each declared area of development within the Residential Property submitted to the scope of the Declaration, Declarant shall have a number of votes equal to 9 times the number of unsold but declared Lots.
- b. With regard to Parcels owned but not yet subject to the Declaration, Declarant shall have a number of votes equal to 9 times the number of Lots which are allocated to such Parcel pursuant to the master development plan.

Termination of Class B Membership. Upon transfer of control of the Association, Class B membership shall terminate and Declarant shall own portions of the Residential Property in the same manner as a Class A Member.

Exhibit F

Types of Assessments and Basis for Calculation

NOTE: All defined terms contained in this exhibit shall have the meaning set forth in the Declaration to which this exhibit is attached.

Types of Assessments. The Association shall have the power to levy the following types of Assessments and in the following manner:

1. General Assessments. The "General Assessments" shall be levied against all portions of the Property subject to the Declaration to raise funds necessary to pay expenses that apply to all of the Owners thereof in whole or in part. The General Assessment shall be levied based upon an annual budget. The General Assessment shall pertain to the general common expenses of the Association, including, but not limited to, the costs associated with maintenance and repair (including reserves for capital improvements and deferred maintenance, if and to the extent determined appropriate by the Board in its sole discretion) of the Common Property (including specifically all Association private roadways, which will be deemed to include all paved surfaces as well as bricks, pavers and other decorative features located at the entrance to the Community, whether or not within the Property, and other roadways maintained by the Association), the Community Entry Features, landscape areas located in the vicinity of the entrance to the Community (whether or not physically contained within the boundaries of the Community), clubhouse, amenities and related facilities, and general, office, administration and management costs of operation of the Association (such as, but not limited to, accounting and legal fees, office supplies, telephone services, management services, payment of salaries and benefits, employment and labor costs, worker's compensation insurance, registration and filing fees, and casualty and other insurance costs).

General Assessments shall be levied based upon the following percentage allocation of the general common expenses contained in the annual budget: the Residential Property (meaning the Lots and Parcels) shall be allocated 100% of such expenses (and the General Assessment levied thereby against the Lots and Parcels shall be allocated on a pro rata basis).

All General Assessments shall be assessed on an annual basis and payable in quarterly installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time. It is understood and agreed by all Owners, by virtue of taking title to a Lot or Parcel, that certain general costs of the Association may not wholly pertain to all portions of the Property but that it would be virtually impossible to calculate the apportioned share among the various Assessment classifications, and as such these costs shall be borne as part of the General Assessments.

2. Landscaping Assessments. The "Landscaping Assessments" shall be levied against the Lots contained within the Community to raise funds necessary to pay expenses related to landscape maintenance. By way of example, and without limitation, such expenses would include the various costs associated with landscaping maintenance for different sized Lots located in different Neighborhoods. In any and all circumstances, the Board shall have all right, power and authority to determine what costs and expenses of the Association should be levied as Landscaping Assessments.

All Landscaping Assessments shall be assessed on an annual basis and payable in quarterly installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time. It is understood and agreed by all Owners, by virtue of taking title to a Lot, that there may be specific costs of the Association that should be allocated to certain groups of Lots and that such costs should be borne as part of the Landscaping Assessments, and that the Board has all right, power and authority, from time to time, to determine what costs and expenses pertain only to specific Lots for purpose of levying Landscaping Assessments.

3. Neighborhood Assessments. The "Neighborhood Assessments" shall be levied against the Lots in a Neighborhood subject to the Declaration to raise funds necessary to pay expenses that apply equally to all of the Owners of such Lots. By way of example, and without limitation, such expenses would include the costs associated with maintenance and repair (including reserves for capital improvements and deferred maintenance, if and to the extent determined appropriate by the Board in its sole discretion) of one or more portions of the Common Property that specifically pertain to such Lots. Such areas may include, but shall not necessarily be limited to, (a) signage and other beautification

features designating or otherwise specifically benefiting a Neighborhood, (b) landscaping installations beyond base landscaping, and (c) the Boundary Walls; provided, however, that in any and all circumstances, the Board shall have all right, power and authority to determine what areas are in fact particular to a Neighborhood and for which a Neighborhood Assessment should be levied. All Neighborhood Assessments shall be assessed on an annual basis and payable in semi-annual installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time. It is understood and agreed by all Owners, by virtue of taking title to a Lot or Parcel, that there may be specific costs of the Association that should be allocated to a Neighborhood, that such costs should be borne as part of the Neighborhood Assessments, and that the Board has all right, power and authority, from time to time, to determine which Lots constitute a Neighborhood for purpose of levying Neighborhood Assessments.

4. Special Assessments. In addition to the General Assessments, Residential Assessments and the Neighborhood Assessments, the Association may levy against each Owner, in accordance with the allocation procedures set forth in this Exhibit, in any fiscal year a special assessment ("Special Assessment") applicable to that year for capital improvements, extraordinary maintenance, repairs, or for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the costs and expenses pertaining to the particular budget items for which the General Assessments, Residential Assessments or the Neighborhood Assessments were levied. Prior to Transfer of Control, Special Assessments may only be levied if a majority of the Homeowners other than Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the Association's membership at which a quorum is present.

5. Specific Assessments. All accrued liquidated indebtedness of any Owner arising under any provision of the Declaration may be levied by the Association as a specific assessment ("Specific Assessment") against such Owner after such Owner fails to pay such indebtedness when due and such default continues for 30 days after written notice; provided, however, that no Specific Assessment shall be levied in connection with a fine of less than \$1,000 levied by the Association pursuant to the Act. By way of example, a Specific Assessment may be levied against a Homeowner where the Association has performed maintenance as a result of failure of an Owner to do so. In addition, a Specific Assessment shall also be levied for charges directly attributable to a particular Owner.

NOT A CERTIFIED COPY

Exhibit G

Initial ARC Guidelines

*Raffia Preserve
ARC Guidelines*

Introduction:

The intent of the Raffia Preserve ARC Guidelines ("Guidelines") is to ensure a consistent standard of design excellence and a high level of aesthetic quality throughout Raffia Preserve. The consistent application of these requirements will help to protect property values within the Community.

These Guidelines incorporates the basic design criteria for Raffia Preserve. Please use them as a guide when developing plans for exterior modifications. Realization of the goal of an exceptional community depends on the cooperation of homeowners, designers, builders and contractors to follow the architectural control standards and guidelines set forth by the Architectural Review Committee ("ARC") for Raffia Preserve. From time to time, the ARC may amend these Guidelines.

In addition to these Guidelines, the ARC strongly encourages home and/or property owners to review and become familiar with the Declaration For Raffia Preserve recorded in the public records of Collier County, Florida ("Master Declaration") and restrictions established for their neighborhood which are essential in maintaining property values. Copies of the neighborhood documents may be obtained from the Association's Property Manager. All capitalized terms contained herein shall be as defined in the Master Declaration unless specifically defined herein.

Contents

Page 3	Design Review Approval Process
Pages 4 and 5	Two-step Process for Extensive Changes
Pages 6 and 7	Typical Design Review Applications
Pages 8 to 11	Recommended Landscape Plants
Page 11-12	Restricted and Unacceptable Plants

Exhibits (Illustrations)

- Exhibit A – Plans to Add and Landscape Pools, Patios, and/or Screen Enclosures
- Exhibit B – Landscape Modifications
- Exhibit C – Play Equipment
- Exhibit D – Solar Panels
- Blank form – “Request for Design Review”

Raffia Preserve

Design Review Approval Process

For any proposed changes to exterior of home or landscape other than normal maintenance, please obtain written approval from the ARC.

Please photocopy the "Request for Design Review" form found in the back of this manual, attach it to the information needed to support your request, and send it to the address on the form.

Many **proposed modifications** will need just a little additional information in order for the committee to understand your request, while more extensive modifications will need full architectural and landscape drawings prepared by qualified Florida architects.

To help you **prepare a request**, refer to the following pages that outline information needed for particular types of modifications. Also, see the Exhibits that further illustrate information expected relative to various typical modification requests.

Please do not begin until you have the committee's **written approval**. Such approval by the committee is for aesthetic approval only and does not address engineering or technical merits of plans, nor does it certify compliance with relevant building codes or ordinances for which the owner/builder is responsible.

Two Step Process

If planning extensive landscape or structural modifications, we recommend following a two-step process:

Step One, Preliminary Concept Plans: The owner/builder may submit to the committee two (2) sets of plans with the "Request for Design Review" form completed and attached to each set. The committee will grant written approval, conditional approval, or deny approval. Any changes required by a conditional approval must be incorporated in subsequent plans; failure to do so will be grounds for denial of Final Plans. Any changes identified as "recommended" will not be mandatory, but should be given careful consideration prior to drafting Final Plans. Any denial of approval will be accompanied by a statement setting forth the reason(s).

Step Two, Final Construction and/or Landscape Plans and Specifications: The owner/builder must submit to the ARC four (4) sets of plans and specifications with a "Request for Design Review" form completed and attached to each set. The following items are required before final construction approval:

1. **Vegetation Survey:** Scale 1/8" = 1' or 1" = 10'. This plan must show the location, type and size of significant trees and shrubs on the homesite. This information can be shown on the landscape plan. Any plant materials to be removed must be indicated and care should be taken to preserve suitable plants and shrubs. All vegetation to remain should be barricaded at the drip line of trees. No debris or construction materials will be stored within barricades.
2. **Landscape Plan:** Scale 1/8" = 1' or 1" = 10'. This plan must indicate perimeter walls of structure plus window or door locations. This plan must indicate the location, botanical name, size, quantity and specifications of all proposed and existing to remain plant material. Proposed plant material should follow, but not necessarily be limited to the recommended plant list in this manual. An irrigation system is also required.

3. **Site Plan:** Scale 1/8" = 1' or 1" = 10'. This plan must consist of the following components with specifications:
- Building location.
 - Setbacks.
 - Existing vegetation.
 - Property boundaries.
 - Grading – to show all proposed and existing spot grades or contours, proposed site drainage and finished floor elevations.
 - Easements.
 - Paths, sidewalks.
 - Outdoor use areas (i.e., pool, deck areas, atriums, etc.)
 - Screening elements – all mechanical equipment and trash containers to be located on the exterior of the building must be shown on floor plan, site plan and elevation drawings, including the proposed method of screening. If plant material is used, the minimum height of the plant must be forty-eight (48) inches.
 - Driveways, Patios, and Parking Areas – all hard surface exterior materials (driveways, patios, sidewalks, entry walkways, pools or decks, etc.) must be noted by type, color, manufacturers' specifications or other descriptive detail. These specifications may be included in the landscape plan. An enriched surface material should be considered for the driveway such as: stamped concrete, interlocking pavers, exposed aggregate or some other decorative treatment. No asphalt, loose gravel or unpaved surfaces will be permitted.
 - Outdoor Lighting – including yard lighting, if any, should be noted by location, type, manufacturer and intensity.
4. **Floor Plans:** Scale 1/4" = 1'. To include balconies, decks, patios, atriums, utility meter locations, garage, square footage of total living area of residence.
5. **Roof Plan:** To show pitch, valleys, hips, etc.
6. **Exterior Elevations:** Scale 1/4" = 1'. To include all exterior elevations of main walls, etc., with heights clearly indicated.
7. **Exterior Material Specifications Sheet:** To include samples of exterior colors, paint brand, color number and name, and exterior materials proposed for use.
8. **Four Sets of Construction Plans:** The committee retains one set on file and returns three stamped approved, to builder for use in obtaining a Collier County building permit.

Typical Design Review Applications

Adding to Existing Structure such as a pool, room, extended lanai, etc. (Exhibit A)

1. See Set-Back Requirements below.

Raffia Preserve Minimum Setbacks	Single Family Detached
Front Setback to Private Right-of-Way	20'
Front Setback with Side-Entry Garages	15'
Side Setback (Principal & Accessory Structures)*	6'
Minimum Distance between Structures	12'
Rear Setback* (Principal Structure)	15'
Rear Setback* (Accessory Use)	10'
Setback to Water Body (Principal Structure)*	25'
Setback to Project Perimeter (Accessory Structure)*	10'
Setback from a Preserve or C.E. (Principal)	25'
Setback from a Preserve or C.E. (Accessory)	10'

*Except no part of a structure (principal or accessory) may encroach into a drainage, lake maintenance or utility easement.
 C.E. : Conservation Easement.

2. Need a site (plot) plan... showing home as built on your lot indicating setbacks from lot boundary, lake-maintenance easement, utility easements, etc.
3. On a site plan drawn to scale, show where the new structure will be located.
4. Partial elevations; show tie-in of new roof to existing and elevations of room additions.
5. If adding a screen cage, frames must be dark bronze color with charcoal screen mesh.
6. Include drawing of screen cage roof; use a mansard roof style.
7. Show additional landscaping which will be required around pool screens, mechanical equipment, etc.

Landscape Modifications (Exhibit B, also Exhibits A, C & D)

1. Show footprint of residence and location on site. (Site Plan usually helpful)
2. Indicate existing landscaping and use a graphic technique to show what you intend to add or take away.
3. Include names (genus and species) and sizes of plant material. This manual includes a recommended plant list.
4. We recommend consulting with a landscape architect.

Re-Painting Existing Structure

1. Include paint brand, color name and color number. Attach a sample of each color to the request form. Label which is for house body, trim, garage door, front door, fascia, etc.
2. Include color of roof (and driveway if other than cement) to insure compatibility with proposed new paint palette.

Driveway Pavers

1. Include manufacturer, pattern, color number and name. Prefer to have an actual sample or color picture. Also, need samples or photos of house paint and color of roof to assure compatibility.

2. When proposing any "change" in size of driveway, an as built site plan is necessary for us to see current driveway with proposed extension sketched in a different color or shading.

Solar Panels (Exhibit D)

Solar panels may require additional landscape, where the panels would be highly visible from the street. Solar panels proposed for installation on the front of any home is not acceptable.

Satellite or TV Dishes

Dishes, less than 3.0 feet in diameter, are permitted so long as they are installed on the roof fascia in the rear or rear portion of the side(s) of a home. A dish antenna should not be visible from the street.

Playground Equipment (Exhibit C)

1. Show an as-built site plan - and proposed placement of the play equipment. Play areas, gym sets, etc., should be buffered from neighbors' views. Therefore, show placement of any landscaping to be used to conceal from view.
2. If you have a picture from a catalog, etc., of the equipment, please include with your request.

Fences

1. Fences are NOT permitted within the neighborhoods within on an Owner's lot, with the exception of buried, "invisible" electronic fences. Invisible fences may not be installed in a front yard of any lot.
2. A fence may be used in lieu of a screen enclosure for a pool, but the fence must be part of or adjacent to the pool deck. Only "bronze" color painted metal picket style fence is acceptable; no chain link style fence is acceptable.

Screen Doors and Entries

1. Plain screen doors are approved - doors with no ornamentation, a small kick plate and a crossbar at or near handle for stability. Generally bronze is preferred to make it appear as a shadow, rather than a sharp contrast to architecture. Color still needs to be approved, however, as all neighborhoods and/or buildings can vary.
2. If using the Phantom Screen, frame should match the front door color as closely as possible. Appearance of "Phantom Screen" (trademark) is less obtrusive than a full screen door.
3. Screening of an entry way or a front porch area is not acceptable and not permitted.
4. No garage door screens

Storm Shutters (Storm Protection is provided for new construction if you wish to change from protection provided. Review is required - see below)

1. Need a footprint (sketch floor plan), of residence that shows exact location of shutter placement, i.e., outside bedroom window, across the lanai, etc. Helpful to number each location.
2. Include color of window trim and color of shutter slats and frame. (white, off-white, beige, bronze, etc.) Proposed storm shutter color should blend with wall color.
3. Accordion style shutters are not permitted for the front elevation of the home.
4. Storm Shutters may only be put into place during a period of a Tropical Storm Hurricane Watch and or Warning and shall be removed within 3 days of the event clearing the area. Storm Shutters may not be used as a "seasonal" security precaution and left in place.

Statues, Fountains, American Flags, Bird Baths, Gazebos, etc.

Show proposed location on a sketch site plan. Provide a photograph or drawing; indicate size, color, material, etc. Additions such as statues and fountains should be integrated into landscape, and be a size appropriate to scale of home. Since aesthetic decisions regarding statuary are very subjective – generally, we encourage owners to find locations on lanais or within private area to lessen impact on public streetscape.

When requesting a review, please be sure to provide all information requested.

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Recommended Landscape Plants

All plant material shall be Florida Fancy or Florida Grade #1 as defined in Grades and Standards for Nursery Plants, State Plant Board of Florida. Under extreme winter weather conditions, some of the listed plants will be susceptible to varying cold or freeze damage.

Canopy Trees & Palms:

Botanical Name	Common Name
<i>Acer rubrum</i>	Red Maple
<i>Pinus elliotti densa</i>	Slash Pine
<i>Quercus virginiana</i>	Live Oak
<i>Quercus laurifolia</i>	Laurel Oak
<i>Magnolia grandiflora</i>	Southern Magnolia
<i>Petalophorum pterocarpum</i>	Yellow Poinciana
<i>Jacaranda mimosifolia</i>	Jacaranda
<i>Gardonia lasianthus</i>	Loblolly Bay
<i>Juniperus silicicola</i>	Southern Red Cedar
<i>Magnolia virginiana</i>	Sweet Bay
<i>Keokentaria elegans</i>	Golden Rain Tree
<i>Sabal palmetto</i>	Cabbage Palm
<i>Taxodium distichum</i>	Bald Cypress
<i>Washingtonia robusta</i>	Washington Palm
<i>Wodyetia biforcata</i>	Foxtail Palm

Minimum height at planting shall be 12 feet.

Palms, 14 feet measured to the bud.

Canopy Trees: 2 1/2 inch caliper, minimum.

Sub-Canopy Trees:

Botanical Name	Common Name
<i>Podocarpus macrophyllus</i>	Japanese Yew
<i>Nerium oleander</i>	Oleander
<i>Myrica cerifera</i>	Wax Myrtle
<i>Ligustrum japonica</i>	Ligustrum tree
<i>Psidium littorale</i>	Canley Guava
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Myrsine guianensis</i>	Myrsine
<i>Ilex cornuta 'Burfordii'</i>	Burford Holly
<i>Ilex cassine</i>	Daboon Holly
<i>Ilex opaca 'East Palatka'</i>	East Palatka Holly
<i>Podocarpus gracilior</i>	Weeping Podocarpus

Raffia Institute, -ARC Guidelines

9

10.7.2011

<i>Phoenix roebellii</i>	Pygmy Date Palm
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Trees: Minimum height at planting shall be 5 feet.

Shrubs:

Botanical Name	Common Name
<i>Ligustrum spp.</i>	Ligustrum
<i>Podocarpus macrophylla</i>	Podocarpus
<i>Philodendron selloum</i>	Green Split Leaf Philodendron
<i>Schefflera arborescens</i>	Dwarf Schefflera
<i>Ixora coccinea</i> 'Nora Grant'	Nora Grant Ixora
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Podocarpus macrophylla</i> 'maki'	Japanese Yew
<i>Dracaena spp.</i>	Dracaena
<i>Syngium paniculata</i> 'compacta'	Eugenia
<i>Myrica cerifera</i>	Wax Myrtle
<i>Nerium oleander</i> 'Petite Pink'	Dwarf Oleander
<i>Ilex glabra</i>	Gallberry
<i>Myrsine guianensis</i>	Myrsine
<i>Tripsacum dactyloides</i>	Fakahatchee Grass
<i>Viburnum odoratissimum</i>	Sweet Viburnum
<i>Viburnum suspensum</i>	Sandankwa Viburnum
<i>Leucophyllum frutescens</i>	Texas Sage
<i>Murraya paniculata</i>	Orange Jasmine
<i>Ilex cornuta</i>	Dwarf Burford Holly
<i>Serenoua repens</i>	Saw Palmetto
<i>Carissa</i> 'Emerald Blanket'	Dwarf Carissa
<i>Senna serrataensis</i>	Glaucus Cassia

SHRUBS:

Minimum height: 18 to 24 inches

Minimum spacing: 24 to 36 inches on center

Minimum size: 3 gallons, larger if creating an immediate screen.

Shrubs for Screening Mechanical Equipment:

Plants must be dense enough and in sufficient quantity at the time of planting to screen off-site views to air conditioning, pool equipment, etc. Minimum height: 4 feet when installed. Recommended types are Wax Myrtle, Viburnum, Podocarpus, Ligustrum.

Ground Cover/Vines:

<i>Botanical Name</i>	<i>Common Name</i>
<i>Ilex vomitoria 'schillings'</i>	Dwarf Yaupon Holly
<i>Nephrolepis exaltata</i>	Boston Fern
<i>Ophiopogon japonicus</i>	Mondo Grass
<i>Heemerocallis flava</i>	Day Lily
<i>Lantana sellowiana</i>	Lantana
<i>Allamanda cathartica</i>	Allamanda
<i>Bougainvillea spp.</i>	Bougainvillea
<i>Mandevilla grandiflora</i>	Mandevilla
<i>Senecio confuses</i>	Mexican Flame Vine
<i>Raphiolepis indica</i>	Indian Hawthorn
<i>Juniper spp.</i>	Juniper
<i>Pentas lanceolata</i>	Egyptian Star Clusters
<i>Asparagus sprengen</i>	Asparagus Fern
<i>Liriope muscari (Evergreen Giant)</i>	Liriope, Emerald Goddess
<i>Trachelospermum jasmin.</i>	Confederate Jasmine
<i>Pyrostegia ignea</i>	Flame Vine
<i>Lonicera japonica</i>	Honeysuckle
<i>Stenotaphrum secundatum</i>	Floratain (Sand grown)
<i>Pennisetum setaceum</i>	Fountain Grass
<i>Jasminum simplicifolium</i>	Wax Jasmine

Plant materials not included on the above lists shall receive consideration on an individual basis. All plant material must meet required minimums for sizing and spacing.

Mulch plant beds with 2 to 3 inches of organic mulch.

WCI Color Standard: No Red Dye Mulch.

Rock or Stone used as mulch is not acceptable.

Concrete continuous Edging or Brick block edging at plant beds is not acceptable.

Sod: St. Augustine 'Floratan' sod shall be complete from back of curb in front and to lake water's edge at rear.

Restricted Plants: These plants are not cold-hardy and should be considered only for private areas or protected locations.

Botanical Name	Common Name
<i>Chrysalidocarpus lutescens</i>	Areca Palm
<i>Cocos nucifera</i>	Coconut Palm
<i>Bucida buceras</i>	Black Olive
<i>Swietenia mahogany</i>	Mahogany
<i>Roystonea regia</i>	Cuban Royal Palm
<i>Schefflera actinophylla</i>	Umbrella Tree
<i>Citrus spp.</i>	Citrus Trees
<i>Vecthia merillii</i>	Manila Palm
<i>Ravenna glauca</i>	Majesty Palm
<i>Gardenia spp.</i>	Gardenia
<i>Hibiscus rosa-sinensis</i>	Hibiscus

Unacceptable Plants: Most of the plants listed below are on Collier County Exotic and Invasive Species List and shall not be used in Raffia Preserve.

Botanical Name	Common Name
<i>Casuarina spp.</i>	Australian Pine
<i>Aruncaria excelsa</i>	Norfolk Island Pine
<i>Grevillea robusta</i>	Silk Oak
<i>Acacia auriculiformis</i>	Earleaf Acacia
<i>Rhodomytus tomentosa</i>	Downy Rose Myrtle
<i>Melaleuca quinquenervia</i>	Cajeput
<i>Schinus terebinthifolius</i>	Brazilian Pepper
<i>Dalbergia sissoo</i>	Rosewood
<i>Cupaniopsis anacardioides</i>	Carrotwood
<i>Bischofia javanica</i>	Java Bishopwood
<i>Albizia lebbek</i>	Woman's Tongue
<i>Eucalyptus cumaltilensis</i>	Murray Red Gum

<i>Syzygium cumini</i>	Java Plum
<i>Thespesia populnea</i>	Cork Tree
<i>Sapium sebiferum</i>	Chinese Tallow
<i>Lygodium spp.</i>	Old World Climbing Fern
<i>Dioscorea tuberosa</i>	Air potato
<i>Colubrina asiatica</i>	Lather Leaf
<i>Mimosa pigra</i>	Catclaw Mimosa
<i>Abrus precatorius</i>	Rosary Pea
<i>Ficus species</i>	Ficus
<i>Syzygium jambos</i>	Rose Apple

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EXHIBIT A-1

POOLS AND POOL ENCLOSURES

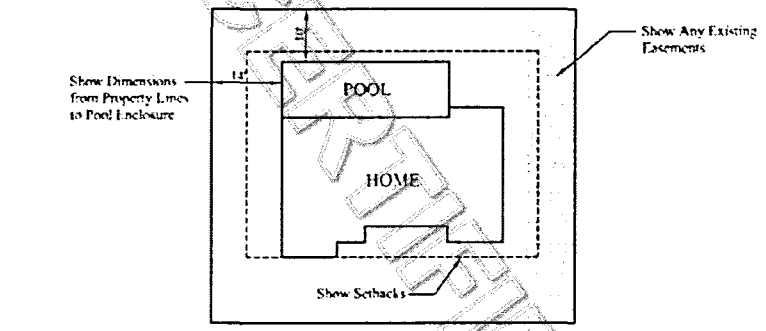
Proposal must include:

- 1. Site Plan drawn to scale. Show location of pool and dimensions from property lines to pool cage. Show easements that exist.

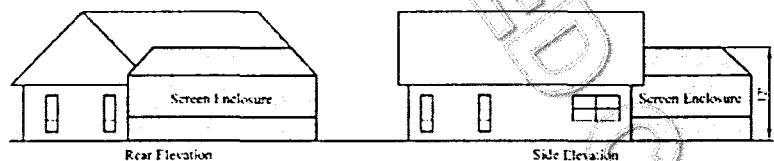
Note: Waterfront homesites are required to maintain a 20' rear setback from the property line to screen enclosure (Lake Maintenance Easement Area) unless otherwise approved in writing by the review committee. Pools and enclosures are not permitted to be constructed within drainage easements.

- 2. Screen Enclosure Elevations – show in relation to home. Color: Bronze, only.
- 3. Landscape Plan showing how the pool will be buffered from off-site view. (Next Page)

For Example:



1 Site Plan

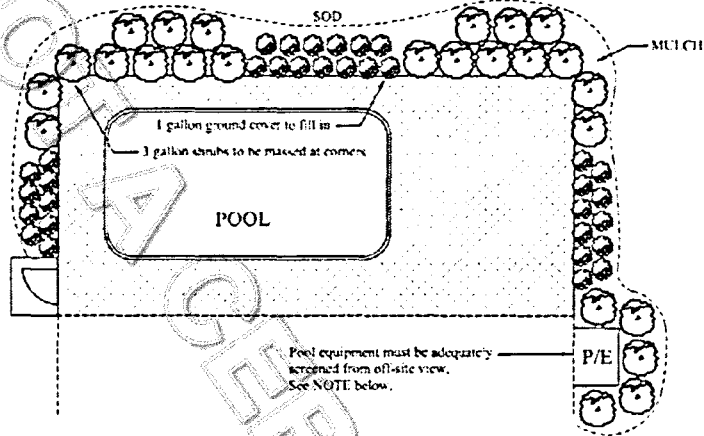


2 Screen Enclosure Elevations

EXHIBIT A-2

Landscaping Pool / Patio Enclosure

Diagram below is an acceptable landscape plan to buffer a pool enclosure. Please adhere to minimum quantity, size and type of acceptable landscape material shown below.



<u>Minimum Quantity</u>	<u>Type, Shrubs</u>	<u>Type Ground Cover</u>
For every 10 linear feet of Pool Cage there must be installed:	Pittosporum	Lantana
	Self-heading Philodendron	Bougainvillea
	Wax Jasmine	Mexican Flame Vine
Two (2) 3-gallon shrubs; and	Dwarf Schefflera	Dwarf Indian Hawthorn
	Nora Grant Ixora	Juniper
	Fakahatchee Grass	Asparagus Fern
Three (3) 1-gallon ground cover	Sweet Viburnum	Liriope
	Dwarf Burford Holly	Confederate Jasmine
	Thuyallis	Honeysuckle

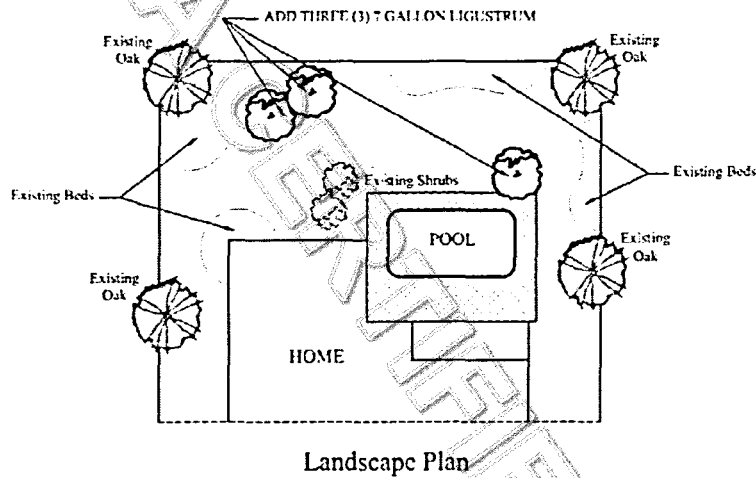
NOTE: Pool equipment must be screened from off-site view with sufficiently dense plant material, 48" minimum height when installed. Materials for this purpose would be in addition to the quantities listed above.

EXHIBIT B

Landscape Modifications

The proposal must consist of a landscape plan, to scale. Show existing material as well as the changes or additions being proposed, also the types and sizes. Refer to the landscape palette section of the manual for acceptable plant material.

For Example:



NOTE: Existing landscaping must not be removed from the property without being replaced immediately with material equivalent in size, height and quantity. Consult the landscape palette for acceptable materials.

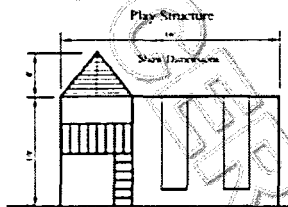
EXHIBIT C

Play Equipment

A request for approval must consist of the following:

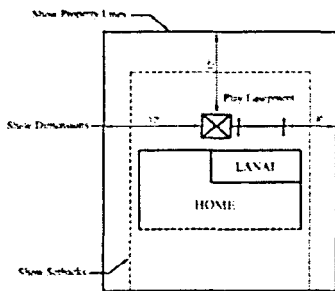
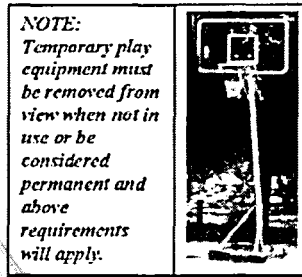
1. An elevation drawing (or preferably photo) of the equipment indicating what material, color and dimensions, i.e., height and width of all features.
2. A site plan, drawn to scale, showing exact location of proposed equipment.
3. A landscape plan showing plans to screen equipment from neighboring properties and streets.

For Example:

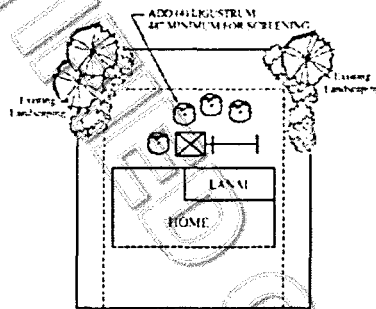


1 Elevation Drawing

Basketball Goal



2 Site Plan



3 Landscape Plan

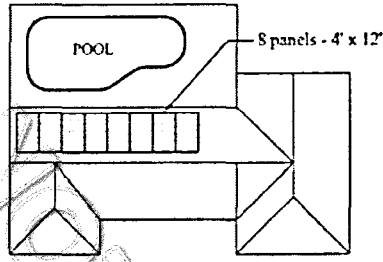
EXHIBIT D

Solar Panels

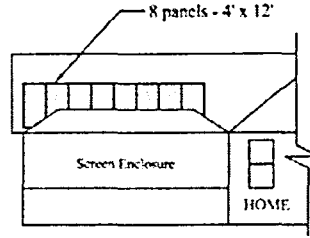
The proposal must consist of the following:

1. A **roof plan**, to scale. Show the location, sizes and quantity of the solar panels.
2. **Elevation drawings**, to scale. Show how the panels will appear when installed.
3. A **landscape plan**. Show where landscape will be installed to screen the panels from offsite view. Be sure to choose plant material appropriate in height to adequately screen the panels from off-site view (see landscape palette, canopy trees, and palms). The roof plan and landscape plan may be combined.

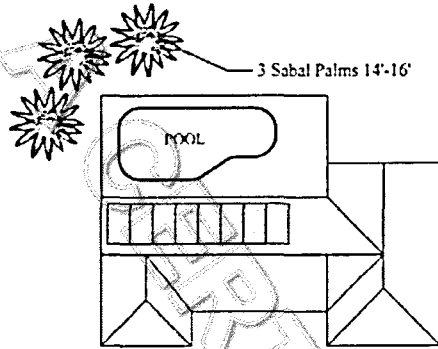
For Example:



1 Roof Plan



2 Elevation Drawing



3 Landscape Plan

REQUEST FOR DESIGN REVIEW

Date _____ Home Model _____

Applicant's name: _____

Owner's name(s) (if different): _____

Property Address: _____ Unit # _____

Mailing address (if different): _____

Telephone and fax: _____

Builder or Contractor's name: _____

Company name: _____

Company address: _____

Telephone and fax: _____

Requesting Approval of:

Must Check



- Addition(s) or Modifications to an Existing Home (must include Site Plan, Floor Plan, Front, Rear and Side Elevations and Roof Plan)
- Changes to Existing Landscape (include planting plan with plant list: types, quantities, sizes, common and botanical names - show existing plants and proposed changes)
- Changes to Exterior Materials and/or Colors (*color samples must accompany request*)
- Other Modifications or Additions (such as TV Dish or play equipment, etc.)

Attach all pertinent information including drawings, photographs and/or catalog cuts. You may expect a written response to the request for review within ten days or less of our receipt.

Mail to:

Attn: Raffia Preserve Property Mgr.
Castle Management Group
24311 Walden Center Drive
Bonita Springs, FL 34134
239-498-5455

WCI Design Review	
Approved	Rejected

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*Thank you for helping to maintain
the design standards of
Raffia Preserve.*

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Exhibit H

SFWMD Permit and Mitigation Plan



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD PERMIT NO. 11-02492-P
DATE ISSUED: August 13, 2013**

Form #0941
08/95

PERMITTEE: W C I COMMUNITIES L L C
24301 WALDEN CENTER DR
BONITA SPRINGS, FL 34134

PROJECT DESCRIPTION: This application is a request for an Environmental Resource Permit Modification to authorize construction and operation of a surface water management system to serve 135.55 acres, part of a 184.35 acre residential development known as Raffia Preserve with discharge into the Harvey Basin Flowway.

PROJECT LOCATION: COLLIER COUNTY, SEC 34 TWP 48S 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 Notice of Intent for Permit Application No. 130114-3, dated January 14, 2013. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).


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 a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 9),
3. the attached 33 Special Conditions (See Pages : 5 - 9 of 9) and
4. the attached 3 Exhibit(s)

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. 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.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 13th day of August, 2013, in accordance with Section 120.60(3), Florida Statutes.

BY: 
Dan Waters, P.E.
Administrator
Lower West Coast Service Center

COPY

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 not 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.

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 permittee 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

GENERAL CONDITIONS

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

GENERAL CONDITIONS

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 construction phase of this permit shall expire on August 13, 2018.
2. Operation of the surface water management system shall be the responsibility of Homeowner'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
 - 1-13" W X 6" H RECTANGULAR ORIFICE with invert at elev. 12' NGVD 29.
 - 18 LF of 30" dia. REINFORCED CONCRETE PIPE culvert.
 - 1-5.4' W X 6.8' L drop inlet with crest at elev. 14.1' NGVD 29.
 - Receiving body : Preserve 1
 - Control elev : 12 feet NGVD 29.
 - Structure: CS-2
 - 1-13" W X 6" H RECTANGULAR ORIFICE with invert at elev. 12' NGVD 29.
 - 40 LF of 30" dia. REINFORCED CONCRETE PIPE culvert.
 - 1-5.4' W X 6.8' L drop Inlet with crest at elev. 14.05' NGVD 29.
 - Receiving body : Preserve 1
 - Control elev : 12 feet NGVD 29.
 - Structure: CS-3
 - 1-7" DIAMETER RECTANGULAR ORIFICE weir with crest at elev. 12.7' NGVD 29.
 - 40 LF of 15" dia. REINFORCED CONCRETE PIPE culvert.
 - 1-3' W X 4.1' L drop inlet with crest at elev. 14.1' NGVD 29.
 - Receiving body : Preserve 6
 - Control elev : 12.7 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

SPECIAL CONDITIONS

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: BASIN: Site - 15.70 feet NGVD 29.
15. Minimum road crown elevation: Basin: Site - 14.10 feet NGVD 29.
16. The permittee shall utilize the criteria contained in the Construction Pollution Prevention Plan (Exhibit No. 2.1) and on the applicable approved construction drawings for the duration of the project's construction activities.
17. The Urban Stormwater Management Plan shall be implemented in accordance with Exhibit No. 2.2.
18. 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. 2.3 Declaration for Raffia Preserve
Exhibit No. 3.5 Letter of Credit
19. The exhibits and special conditions in this permit apply only to this application. They do not supersede or delete any requirements for other applications covered in Permit No. 11-02492-P unless otherwise specified herein.
20. 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. The applicant will follow the Standard Protection Measures for the Eastern Indigo snake prior to

SPECIAL CONDITIONS

and during construction. Per the note on the Clearing and Erosion Control Plan (page 2 of Exhibit 2.0), any observed wildlife utilizing the on-site ponds during construction will be allowed to safely leave the area prior to filling in the ponds. Wildlife crossing signs will be installed where the roadway bi-sects Preserve 1 and Preserve 6 (page 4 of Exhibit 2.0).

21. The permittee shall comply with the provisions of the fox squirrel habitat management plan approved for the project site in accordance with Exhibit No. 3.6. Prior to initiating construction activities, the site shall be surveyed for the presence of active Big Cypress fox squirrel nests. A 125 foot radius undisturbed buffer must be maintained around all active nests. Following nesting activities, the nesting tree may be removed following coordination with the Florida Fish and Wildlife Conservation Commission and obtaining all required permits.

Any modifications to this program shall require prior written approval from District staff.

22. 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 and exotic/nuisance plant treatment methods, location of the meandering flow-way within the forested preserve, construction dewatering if required, 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.
23. A mitigation program for Raffia Preserve shall be implemented in accordance with Exhibit No. 3.2-3.3. The permittee shall enhance 45.88-acres of wetlands/upland compensation areas. The previously required offsite mitigation of 40.17 freshwater forested credits from Panther Island Mitigation Bank have been purchased.
24. 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.
25. A monitoring program shall be implemented in accordance with Exhibit No. 3.2-3.3. 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 all strata as appropriate for the target habitat type.

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

1. Initial eradication of exotic vegetation will be completed with exotic and nuisance vegetation being either physically removed, or stacked at a minimum of 100-ft intervals (4ft H X 4ft W X 6ft L log cabin). Girdling of trees greater than 4" in diameter will only be utilized in areas with 25% or less coverage of exotics. The girdled tree material must not inhibit the preserves from achieving the success criteria of the permit or the target habitat community. Nuisance species are those plants reaching a problematic, invasive level and will also be controlled (not dominating any one area) as appropriate for the habitat

SPECIAL CONDITIONS

type/target habitat of the area and associated potential wildlife usage. Mechanical removal of exotic material within the proposed flow-way or elsewhere within the preserves will be coordinated with District Environmental Compliance staff. Foliar application of approved herbicide will be utilized for herbaceous exotics or saplings/seedlings.

2. Native herbaceous vegetation within both 'zones' of the marsh/flow-way is anticipated to be diverse (minimum of four species per zone by the second annual monitoring period). Open water habitat within the flowway/freshwater marsh will be limited to less than 10%. Water levels within the marsh/flow-way are anticipated to fluctuate seasonally.
3. The pine-cypress wetlands are anticipated to contain a diverse sub-canopy and groundcover, with pockets of open herbaceous areas. Supplemental planting is only anticipated for areas with greater than 50% coverage of exotic species. The current hydroperiod of the forested wetlands incorporated into the flow-way (Preserves 1, 3, 4, and 6) or incorporated into the surface water management system (Preserve 2) is anticipated to be maintained.
4. The pine flatwoods are anticipated to have a diverse herbaceous groundcover and minimal subcanopy. The groundcover is anticipated to contain facultative wet, facultative, and upland species. Saturation is anticipated during the wet season due to the connection to the flow-way.
5. The 15-ft wide native planted buffer utilized as a structural buffer for the northern portion of the proposed development will be placed in a landscape buffer easement to be maintained by the Homeowners Association. The structural buffer includes native herbaceous species (i.e sand cord grass) and native shrub (i.e wax myrtle) hedge.
26. A maintenance program shall be implemented in accordance with Exhibit No. 3.2 for the enhanced wetland/upland areas 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.
27. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at appropriate intervals (minimum 100-ft interval). These markers shall be maintained in perpetuity.
28. Prior to the commencement of construction, the perimeter of conservation areas shall be staked/roped/silt 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. The permittee shall notify the District's Environmental Resource Compliance staff in writing upon completion of staking/roping/silt fencing and schedule an inspection of this work. The staking/roping/silt fencing shall be subject to District staff approval. The permittee shall modify the staking/roping/silt fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. Staking/roping/silt fencing shall remain in place until all adjacent construction activities are complete, and then will be removed and disposed of properly.

SPECIAL CONDITIONS

29. Prior to commencement of construction and in accordance with the work schedule in Exhibit 3.3 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 Exhibit 3.4. 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.

30. Prior to the commencement of construction and in conformance with the work schedule in Exhibit 3.3, the permittee shall provide an original letter of credit in the amount of \$482,860.40 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibit No. 3.2. The financial assurance shall be in substantial conformance with Exhibit No. 3.5. 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.

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.

31. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 3.3. 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.
32. Success of the mitigation activities proposed herein is heavily dependent on proper grading to achieve the design ground elevations necessary to recruit the expected vegetation or to sustain the proper hydrology for the targeted vegetation communities (freshwater marsh flow-way). Prior to demobilizing equipment from the site and prior to planting, the permittee shall submit as-built survey of the proposed mitigation area(s) and schedule an inspection by District Environmental Compliance staff. The permittee shall correct any deficiencies in the project grade within 14 days of being notified of such deficiencies by District staff.
33. All temporary wetland impacts associated with construction activities shall be restored in accordance with Exhibit No.3.2.

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Last Date For Agency Action: September 13, 2013

STANDARD ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Raffia Preserve

Permit No.: 11-02492-P

Application No.: 130114-3

Associated File: 130225-12 WU Concurrent
 130228-11 ERP Concurrent
 11-02513-P Related SFWMD PERMIT
 11-02332-P-02 Related SFWMD PERMIT
 11-02492-P Related SFWMD PERMIT
 130214-14 WU Related

Application Type: Environmental Resource (General Permit Modification)

Location: Collier County, S34/T48S/R26E

Permittee : W C I Communities L L C

Operating Entity : Raffia Preserve Master Association, Inc.

Project Area: 184.35 acres

Project Land Use: Residential

Drainage Basin: WEST COLLIER

Sub Basin: Harvey Basin

Receiving Body: Harvey Basin Flowway

Class: CLASS III

Special Drainage District: NA

Total Acres Wetland Onsite: 110.61
Total Acres Wetland Preserved Onsite: 39.53
Total Acres Impacted Onsite : 71.08
Total Acres Presv/Mit Compensation Onsite: 45.88

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 Modification to authorize construction and operation of a surface water management system to serve 135.55 acres, part of a 184.35 acre residential development known as Raffia Preserve with discharge into the Harvey Basin Flowway.

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PROJECT EVALUATION:**PROJECT SITE DESCRIPTION:**

The 184.35-acre project site is located west of Collier Boulevard, and north of Vanderbilt Beach Road in Collier County, Florida. The site is surrounded by residential developments. It is bounded by Indigo Lakes and Brittany Bay to the north, Summit Place and Collier Boulevard to the east, Black Bear Ridge and an undeveloped but permitted residential development known as Portofino Falls to the south, and Island Walk residential development to the west. A location map is attached as Exhibit No. 1.0.

There are permitted surface water management facilities within the project site to serve residential and roadway developments. The project site includes the previously permitted 131.01 acre project known as Raffia Preserve (f.k.a. Palermo Cove, Permit No. 11-02492-P), the previously permitted 48.84 acre project known as Pristine Estates (Permit No. 11-02704-P), and 4.6 acres of Basin C of the previously permitted project known as Black Bear Ridge (Permit No. 11-02332-P-02), which total 184.35 acres. Most of the site is currently undeveloped with the exception of a portion of existing Wolfe Road and some lakes. The two existing lakes located on the east side of the site, also known as Collier County Pond 4, serve as water management for Collier Boulevard (Permit No. 11-02513-P). There are onsite wetlands that serve as the Harvey Basin flowway. The wetlands consist of 93.34 acres of pine-cypress-cabbage palm, 15.56 acres of cypress, and 1.67 acres of disturbed hydric land. Upland habitat includes 31.61 acres of pine flatwoods with varying levels of exotic vegetation, 5.11 acres of disturbed land, 11.12 acres of disturbed uplands with almost 100% melaleuca, and 2.09 acres of limerock road (Wolfe Road). Other surface waters consist of 10.09-acres of borrow pond. In addition, there are 13.76 acres of pine-cypress-cabbage palm habitat that was determined to be non-jurisdictional pursuant to Chapter 62-340 FAC, as outlined in the Palermo Cove permit. A FLUGCS habitat map is attached as Exhibit 3.0. There are three different permitted control elevations for these projects (see Exhibit 1.1). The previously permitted control elevations are 12.0 ft National Geodetic Vertical Datum of 1929 (NGVD) for Palermo Cove, 12.5 ft NGVD for Pristine Estates, and 11.5 ft NGVD for Black Bear Ridge.

PROJECT BACKGROUND:

This application proposes to combine three previously permitted areas. Background information on the previously permitted areas is provided below:

Permit No. 11-02492-P (Raffia Preserve, f.k.a. Palermo Cove):

This permit was authorized in January 2006 for Conceptual and Construction and Operation approvals under Application No. 040130-20. The permitted surface water management system (SWMS) consisted of wet detention, dry detention and wetlands systems. The wetland will serve as the Harvey Basin flowway. Legislative extensions were granted in November 2009 and December 2011 to extend the permit until January 11, 2015. This application will supersede the previously permitted authorizations for the site.

Permit No. 11-02704-P (Pristine Estates):

A new General Environmental Resource Permit (ERP) was authorized in October 2007 under Application No. 060223-1. The permitted SWMS consisted of a wet detention lake to support the 90-lot single family residential project. A legislative extension was granted in May 2012 to extend the permit until October 3, 2014. This application will supersede the authorizations previously granted in Permit No. 11-02704-P.

Permit No. 11-02332-P-02 (Black Bear Ridge):

A Standard General ERP modification was authorized on September 22, 2006 under Application No. 050829-20 and was subsequently modified in September 2011 (Application No. 110816-10). The permitted SWMS included Basins A, B and C of the previously permitted development originally known as Wolfe Creek. Application No. 130228-11 has been reviewed concurrently with this application to transfer 4.6 acres from Basin C to Permit No. 11-02492-P.

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The project site also includes 5.92 acres that serve the adjacent Collier Boulevard Right-of-Way (Permit No. 11-02513-P). The adjacent portion of the Collier Boulevard Right-of-Way was originally permitted in March 2006 under Application No. 040315-10. The permitted surface water management system was divided into five basins. The 5.92 acre area that is within the 184.35 acre project area is part of the 15.61-acre Basin 4 of that permit and provided 2.18 ac-ft of water quality treatment volume prior to discharge through control structure OCS-4A into the C.R. 951 Canal.

PROPOSED PROJECT:

The applicant proposes to modify the Raffia Preserve permit (f.k.a. Palermo Cove) by combining it with an adjacent project known as Pristine Lakes and a 4.6 acre portion of Basin C of the Black Bear Ridge permit. The project will consist of a single family residential community, with Internal roadways, a community area, and wet detention lake facilities. Stormwater runoff from the site and 1.73 acres of offsite areas will be directed to the lake system where full water quality treatment and attenuation will be provided. The surface water management system will discharge into the Harvey Basin Flowway through three control structures, CS 1-3, located in Lake 4, Lake 3 and Lake 7, respectively. The eastern side of the project, Collier Pond 4, will continue to serve the adjacent Collier Boulevard Right-of-Way project (Permit No. 11-02513-P). The site improvements and detail plans are attached as Exhibit 2.0.

LAND USE:

The SWMS will serve 135.55 acres of onsite areas and 1.73 acres of offsite areas. The offsite areas include 0.79 acres from Wolfe Road, 0.43 acres from Island Walk Drive and 0.51 acres from the northern portion of Pristine Drive.

The OTHER land use category includes 42.88 acres of District and Collier County Preserves that are located outside of the controlled basin and 5.92 acres of the East Area within the Collier Boulevard Basin.

Construction Project:

	Total Project	
Building Coverage	25.25	acres
Lake	24.76	acres
Other	48.80	acres
Pavement	25.44	acres
Pervious	55.89	acres
Preserved	4.21	acres
Total:	184.35	

WATER QUANTITY:

Discharge Rate :

The proposed SWMS will provide attenuation during the 25 year, 3 day storm event. It will discharge into the Harvey Basin Flowway through three proposed structures, CS-1, CS-2 and CS-3. As shown below, the surface water management system for this project meets the allowable discharge rate of 0.055 cubic feet per second per acre (cfs/ac) per Collier County Ordinance 2001-27. No adverse discharge impacts

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are anticipated as a result of the proposed project.

Discharge Storm Frequency : 25 YEAR-3 DAY

Design Rainfall : 11.6 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD 29)
Site	7.55	Conveyance Limitation	7.55	14.1

Finished Floors :

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 14.3 Inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Finished Floors (ft, NGVD 29)	FEMA Elevation (ft, NGVD 29)
Site	15.6	15.7	13.5

Road Design :

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 25 YEAR-3 DAY

Design Rainfall: 11.6 Inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
Site	14.1	14.1

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
Site	135.55	12	12.00	Previously Permitted

Receiving Body :

Basin	Str.#	Receiving Body
Site	CS-1	Preserve 1
Site	CS-2	Preserve 1
Site	CS-3	Preserve 6

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.
Site	CS-1	1	Rectangular Orifice	13"	6"				12
Site	CS-2	1	Rectangular Orifice	13"	6"				12

Culverts:

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Discharge Structures:

Culverts:

Basin	Str#	Count	Type	Width	Length	Dia.
Site	CS-1	1	Reinforced Concrete Pipe		18'	30"
Site	CS-2	1	Reinforced Concrete Pipe		40'	30"
Site	CS-3	1	Reinforced Concrete Pipe		40'	15"

Inlets:

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.
Site	CS-1	1	Fdot Mod D Drop Inlet	5.4'	6.8'		14.1
Site	CS-2	1	Fdot Mod D Drop Inlet	5.4'	6.8'		14.05
Site	CS-3	1	Fdot Mod C Drop Inlet	4'	3.1'		14.1

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Site	CS-3	1	Circular Orifice				7"	12.7 (crest)

WATER QUALITY:

As shown in the table below, the proposed surface water management system is designed to provide the required water quality treatment for the controlled basin area of 135.55 acres plus 1.73 acres of offsite areas. This volume is based on one-inch of volume over 137.28 acres and includes 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 the downstream receiving waters. An Urban Stormwater Management Program and Construction Pollution Prevention Plan specifications and guidelines are part of the required water quality. Construction and daily operation of the project shall be conducted in accordance with Special Conditions No. 16 and 17. Erosion and turbidity control measures are included in the construction plans to comply with Volume IV - Basis of Review requirements providing reasonable assurances that downstream receiving waters will not be adversely impacted during construction. 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
Site	Treatment Wet Detention	11.44	17.16

WETLANDS:

There are a total of 110.61 acres of wetlands within the project area. The 106.09 acres of wetlands within the previously permitted Palermo Cove site consist of pine-cypress and cypress wetland habitat, with approximately 90.14 acres containing greater than 75% coverage of exotic vegetation, and 15.95 acres with less than 50% exotic vegetation coverage. Exotic vegetation consists largely of melaleuca. Additional exotic vegetation includes Brazilian pepper and cogon grass (found along the edges of the disturbed wetland areas). Native species include cypress, slash pine, cabbage palm, swamp fern, and grape vine. The wetlands in the project area have been hydrologically altered by regional development and roadways, as well as trails caused by off-road vehicles. Areas within the wetlands contain thick grapevine in the groundcover and there are few above ground hydrologic indicators. As previously stated, portions of the pine-cypress habitat was determined to be non-jurisdictional during the original permitting process. The wetlands continue offsite to the east (Summit Place preserve, ERP 11-02107-P), and to the north (Indigo Lakes preserve, ERP 11-01669-P).

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The wetlands onsite continue to the south to include the former Pristine Estates, ERP 11-02704-P. The 4.52-acres of wetlands within this permitted area consist of pine-cypress-cabbage palm wetlands with a canopy of slash pine and cypress. The sub canopy consists of cabbage palm, wax myrtle with a groundcover of swamp fern, button bush, and saw grass. Exotic vegetation within this area varies, with most areas containing 50% or less.

Other surface waters within the project area consist of five borrow ponds within the western portion of the Pristine Estates area totaling 10.05 acres and a small borrow pond located in the north eastern portion of Palmero Cove (0.04-acres). The small borrow pond was considered jurisdictional per 62-340 FAC in the original permit.

There are no wetlands within the 4.6-acre area being incorporated from the Black Bear Ridge permit.

Wetland Impacts:

The direct wetland impacts previously permitted for Palermo Cove ERP 11-02492-P/Application No. 040130-20 totaled 71.94 acres. Due to minor changes to the location of lot lines and berms, the direct wetland impacts have been reduced to a total of 71.08 acres. There were no direct impacts associated with the Pristine Estates 11-02704-P/Application No. 060223-1 project. The Palermo Cove and Pristine Estates permits did not assess any secondary wetland impacts.

The current application maintains the previously permitted 15-ft wide native vegetation planting zone along the back slope of the perimeter berm as a structural buffer between the wetland preserve and limits of development. A majority of the impacts are to wetland areas containing 75-100% coverage by melaleuca. A wetland impact map is attached as Exhibit 3.1.

Mitigation Proposal:

The previously required offsite mitigation of 40.17 freshwater forested credits at Panther Island Mitigation Bank (Application No. 040130-20/Permit No. 11-02492-P) has been purchased. The onsite wetland mitigation consists of Preserves 1, 2, 3, 4, and 6. Preserves 5 and 7 are Collier County Preserves consisting of 0.48 acres of uplands and 0.71 acres of non-jurisdictional pine-cypress. The following is a summary of each preserve area:

Preserve 1 (29.94-acres) is located in the northern portion of the project and is the main portion of the proposed flow-way. This permit modification enlarges the preserve area approximately 0.28 acres from the original permit by smoothing out rear lot lines at the preserve boundary. The wetland preserve is a part of a regional flow-way shared by surrounding developments such as Indigo Lakes (11-01669-P), Summit Place (11-02107-P), and Brittany Bay/Camden Cove (11-01956-P). Please see page 10 of Exhibit 3.2 for the location of the offsite preserves connected to the flow-way. The final discharge point for the regional flow-way is located on the western side of Preserve 1 into the Island Walk surface water management system. To help convey flows through the site, a field-located meandering swale/flow-way will be graded to create deeper marsh areas. Prior to creating the swale the applicant shall coordinate with District compliance staff to field-locate the swale/flow-way. The slopes of the swale/flow-way shall be planted with native wetland vegetation upon reaching final grades. In addition, prior to the graded areas receiving plantings these areas shall be reviewed by District compliance staff for approval of the final grades (Special Condition No. 32).

Approximately 10.35 acres of the wetland flow-way will be enhanced by mechanical removal of exotics.

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Mechanical removal will follow best management practices and minimize impacts to the adjacent wetlands. Any additional areas proposed for mechanical removal will be coordinated with District compliance staff and will be dependent upon site conditions. Per the original Palmero Cove permit, exotic and nuisance vegetation will be hand (physically) removed, stacked at 100-ft intervals log cabin style (4ft H X 4ft W X 6ft L), or chemical treated (follar application of saplings and herbaceous exotics or girdle trees greater than or equal to 4" DBH). Per the original permit, exotic vegetation treatment includes the potential for standing dead exotic vegetation material. This method of chemical control will only be utilized in areas with 25% or less exotics. The girdled tree material must not inhibit the preserves from achieving the success criteria of the permit or the target habitat community.

The target habitat types within Preserve 1 consist of a freshwater marsh flow-way within the pine-cypress cabbage palm wetlands. It is anticipated that there may be an open water component to the marsh habitats within the flow-way. The open water habitat must be less than 10% of the marsh (Special Condition No. 25). As noted in the Wetland Section of the staff report, this area has experienced some hydrologic alterations. As such, the proposed planting plan for the forested system includes a mix of species suitable for periods of low water levels and periods of inundation. The placement of proposed plantings will be based on the onsite conditions. The use of certain species (i.e. cabbage palm, and shrub species), will be limited as they may naturally recruit heavily due to the potentially reduced hydroperiod in the wetland. The forested wetland system is anticipated to contain a diverse sub-canopy and groundcover, with pockets of open herbaceous areas. Supplemental planting is only anticipated for areas with greater than 50% coverage of exotic species. The hydroperiod of the forested wetland is anticipated to be maintained.

Preserve 2 is approximately 4.21 acres of pine-cypress wetlands and is located on the western portion of the property. The preserve is not connected to the flow-way and has been incorporated into the surface water management system by a bubble-up structure from Lake 5. This permit modification enlarges Preserve 2 by 0.05 acres due to a reduction in the minimum berm elevation which allowed the berm width to be reduced, as well as due to minor lot line adjustments. Exotic and nuisance vegetation is anticipated to be hand (physically) removed or cut and stacked where appropriate in the log cabin style described above. No mechanical removal is anticipated.

Preserve 3 and Preserve 4 are small pine-cypress wetlands located in the eastern portion of the project. Preserve 3 was enlarged 0.07 acres due to a reduction to the minimum berm elevation and Preserve 4 was enlarged 0.45 acres by the relocation of the water management berm from the property line to the preserve boundary. Both Preserves are outside of the water management basin and are directly connected to the flow-way. Exotic and nuisance vegetation will be hand removed or cut and stacked where appropriate in the log cabin style described above. No mechanical removal is anticipated. The target habitat is anticipated to be similar to the pine-cypress habitat described above.

Preserve 6 is the former Pristine Estates preserve located within the central portion of the project. This area is approximately 9.94-acres and is comprised of 5.42 acres of upland pine flatwoods and 4.52 acres of pine-cypress-cabbage palm wetlands. Preserve 6 is connected to Preserve 1 and the flow-way via a pair of 18" diameter culverts. The exotic vegetation levels within Preserve 6 are generally less than 50%. Per the original permit, no supplemental planting is anticipated. However, supplemental plantings will be required if 80% coverage of appropriate native species is not observed within two years (Special Condition No. 25). The pine-cypress-cabbage palm habitat is anticipated to be similar to similar habitats in other onsite preserves. The pine flatwood habitat is anticipated to receive some inundation during the wet season due to the connection to the flow-way. However, it is anticipated to mimic natural saturation in pine flatwood systems adjacent to wetlands. The herbaceous groundcover is anticipated to be diverse with facultative wet, facultative, and upland species.

Please see Exhibit 3.2 for planting plans for the enhanced forested wetlands and the proposed marsh flow-way.

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The control elevation for Raffia Preserve is based on the control elevation of Palmero Cove, which is 12.0-ft NGVD. This is 0.5-ft lower than the control elevation permitted for Pristine Estates. However, as Preserve 6 contains a large portion of upland/mesic pine flatwood habitat, and the adjacent projects have lower control elevations, no adverse impacts to Preserve 6 are anticipated.

Per the original permit, the 15-ft wide structural buffer consisting of native plantings located in the northern portion of the proposed development will be placed in a landscape buffer easement maintained by the Homeowners Association (Please see page 7 of Exhibit 2.0). In addition, there is a 0.08 acre upland buffer on the eastern side of the flow-way adjacent to the proposed development which is included within the conservation easement.

Monitoring/Maintenance:

A maintenance and monitoring plan and map are attached Exhibits 3.2. The on-site mitigation areas will be monitored for a period of five years with annual monitoring reports submitted to the District. The monitoring map depicts the location vegetation transects, staff gauges and monitoring wells, and photo-reference stations. The activities associated with the implementation of the monitoring and maintenance plan shall be completed in accordance with the work schedule attached as Exhibit 3.3.

Wetland Inventory:

The 400 FLUCCS code for the 0.93-acres consists of the 0.85-acres of upland preserve and 0.08-acres of upland buffer within Preserve 1 (nonjurisdictional pine-cypress habitat). The 600 FLUCCS code is the small borrow area in Preserve 1.

Wetland Inventory :

CONSTRUCTION MOD -Raffia Preserve

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 Fluc cs	Adj Delta	Functional Gain / Loss
OSW	ON	742	Direct	10.05							.000	.000
OSW2	ON	600	Enhancement	.04						600		
P1	ON	624	Enhancement	18.66						624		
P1u	ON	400	Enhancement	.93								
P2	ON	624	Enhancement	4.21						624		
P3	ON	624	Enhancement	.36						624		
P4	ON	624	Enhancement	1.43						624		
P6u	ON	411	Enhancement	5.42						411		
P6w	ON	624	Enhancement	4.52						624		
Pfw	ON	624	Restoration/Creation	10.31						641		
W	ON	624	Direct	71.08							.000	.000
Total:				127.01								.00

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<u>Flucss Code</u>	<u>Description</u>
400	Upland Forests
411	Pine Flatwoods
411	Pine Flatwoods - Hydric
411	Pine Flatwoods - Upland
600	Wetlands
624	Cypress - Pine - Cabbage Palm
641	Freshwater Marshes
742	Borrow Areas

Wildlife Issues:

The project site does contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. An updated listed species survey was conducted in October - November 2012 by Collier Environmental Consultants, Inc. Previous wildlife surveys were conducted in August 2003, November 2003, December 2003, January 2004, and February 2005.

Pursuant to previous correspondence from the US Fish and Wildlife Service (USFWS) for Palmero Cove, the proposed project is within the range of the endangered wood stork, endangered red cockaded woodpecker (RCW), and within the endangered Florida panther secondary habitat zone. Based on the information provided by the applicant regarding the results of the wildlife surveys, the relatively low quality of the onsite habitat due to the level of exotic infestation and altered hydrology, and the on and offsite wetland mitigation, the proposed project was determined to may affect, but not likely to adversely affect the wood stork, RCW, and Florida panther. In addition, the proposed flow-way may provide foraging habitat for wood stork and other wading birds.

The proposed project is within the range of the Florida black bear and the Big Cypress fox squirrel. No signs of bears have been observed within the project area. Fox squirrels are known to inhabit the surrounding area, and may utilize the project site. A Big Cypress fox squirrel management plan is attached as Exhibit 3.6 (Special Condition No. 21).

Other Wildlife Issues (Please see Special Condition No. 20):

The proposed project is within the range of the Eastern Indigo snake. The applicant will adhere to the Standard Protection Measures for Eastern Indigo Snake.

Any observed wildlife utilizing the onsite ponds/borrow areas during construction will be allowed to safely leave the area.

In order to potentially reduce impacts to local wildlife which may utilize the onsite preserves, wildlife crossing signs will be installed where the roadway bi-sects Preserve 1 and Preserve 6.

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.

<u>Species</u>	<u>Potential Occurence</u>	<u>Use Types</u>
Big Cypress Fox Squirrel	Known Range	Foraging Nesting

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Species	Potential Occurrence	Use Types
Black Bear	Known Range	Corridor Foraging
Eastern Indigo Snake	Known Range	Foraging
Florida Panther	Known Range	Corridor Foraging
Hérons	Known Range	Foraging
Wood Stork	Known Range	Foraging

LEGAL ISSUES

The applicant will dedicate a conservation easement to the District over the proposed preserve area which encompasses 45.88 acres consisting of 39.53 acres of wetlands, 6.27 acres of upland, and 0.08 acres of upland buffer. The conservation easement form and associated legal sketch and description and acknowledgement letter from the applicant are attached as Exhibits 3.4

The applicant has provided the required financial assurances in the form of a letter of credit in the amount of 110% of the mitigation costs (\$482,860.4); a draft copy of the letter of credit is attached as Exhibit 3.5. Special Condition No. 30 requires that the applicant submit the executed letter of credit to the District's Environmental Compliance Division.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM

It is suggested that the permittee retain the services of a Professional Engineer 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.

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RELATED CONCERNS:**Water Use Permit Status:**

The applicant has indicated that withdrawals from the Lower Tamiami Aquifer and onsite lakes will be used as a source for irrigation water for the project. Water Use application number 130214-14 was issued May 24, 2013.

The applicant has indicated that dewatering is required for construction of this project. Water Use Application No. 130225-12 was issued June 3, 2013.

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:

Collier County Public Utilities.

Waste Water System/Supplier:

Collier County Public 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 from the Florida Department of State, Division of Historical Resources indicating that there is some potential for undiscovered archeological site to occur. Please refer to Special Condition No. 13 regarding fortuitous finds or unexpected discoveries during ground disturbing activities on the project site. 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.

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STAFF REVIEW:

DIVISION APPROVAL:

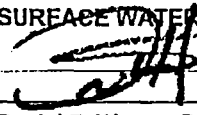
NATURAL RESOURCE MANAGEMENT:



Laura Layman

DATE: 8/12/13

SURFACE WATER MANAGEMENT:



FOR
Daniel F. Waters, P.E.

DATE: 8/13/13

NOT A
CERTIFIED COPY

Application No. 130114-3

Permit No. 11-02492-P

RAFFIA PRESERVE

Table of Contents for Staff Report Exhibits

- 1.0 Location Map
- 1.1 Control elevation Exhibit
- 2.0 Construction Plans
 - 2.1 Construction Pollution Prevention Plan (Incorporated by Reference)
 - 2.2 Urban Stormwater Management Program (Incorporated by Reference)
 - 2.3 Declaration for Raffia Preserve (Incorporated by Reference)
- 3.0 FLUCCS Habitat Map
 - 3.1 Wetland Impact Map
 - 3.2 Mitigation and Monitoring Plan
 - 3.3 Work Schedule
 - 3.4 Conservation Easement
 - 3.5 Financial Assurances – Letter of Credit (Incorporated by Reference)
 - 3.6 Big Cypress Fox Squirrel Management Plan

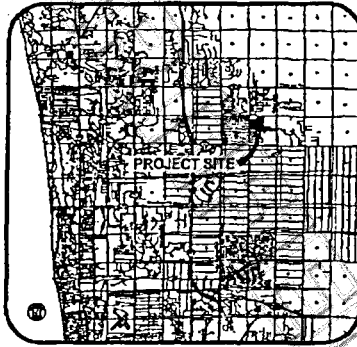
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RAFFIA PRESERVE

Surface Water Management Plans

Located in Collier County
Section 34, Township 48 South, Range 25 East

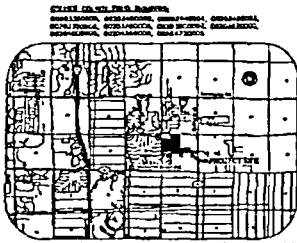
Owner/Developer:
WCI COMMUNITIES, LLC
24391 Walden Center Drive
Bonita Springs, FL 34134
Tel: 239.498.8200
Fax: 239.498.8266



Location Map
S24

Index of Sheets

Doc. No.	Description
1	COVER SHEET AND INDEX OF DRAWINGS
2	GENERAL SITE PLAN
3	RAFFIA PRESERVE PLAN & NOTES
4	EXISTING CATCHMENT PLAN
5	RAFFIA PRESERVE PROPOSED CATCHMENT PLAN
6	RAFFIA PRESERVE PLAN
7	GRADES, PAVING & DRAINAGE PLAN 1
8	GRADES, PAVING & DRAINAGE PLAN 2
9	GRADES, PAVING & DRAINAGE PLAN 3
10	GRADES, PAVING & DRAINAGE SECTION 1
11	GRADES, PAVING & DRAINAGE SECTION 2
12	GRADES, PAVING & DRAINAGE SECTION 3



Vicinity Map
S24

Prepared by:

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
 10000 W. US Highway 90, Suite 100, Miramar, FL 33181
 Phone: 305.466.1111 • Fax: 305.466.1112 • www.gradyminor.com

Revisions	
No.	Description

RAFFIA PRESERVE
 Surface Water Management Plans
 SHEET NO. 1 OF 12

RAFFIA PRESERVE
 Surface Water Management Plans

GradyMinor
 Civil Engineers • Land Surveyors • Planners • Landscape Architects

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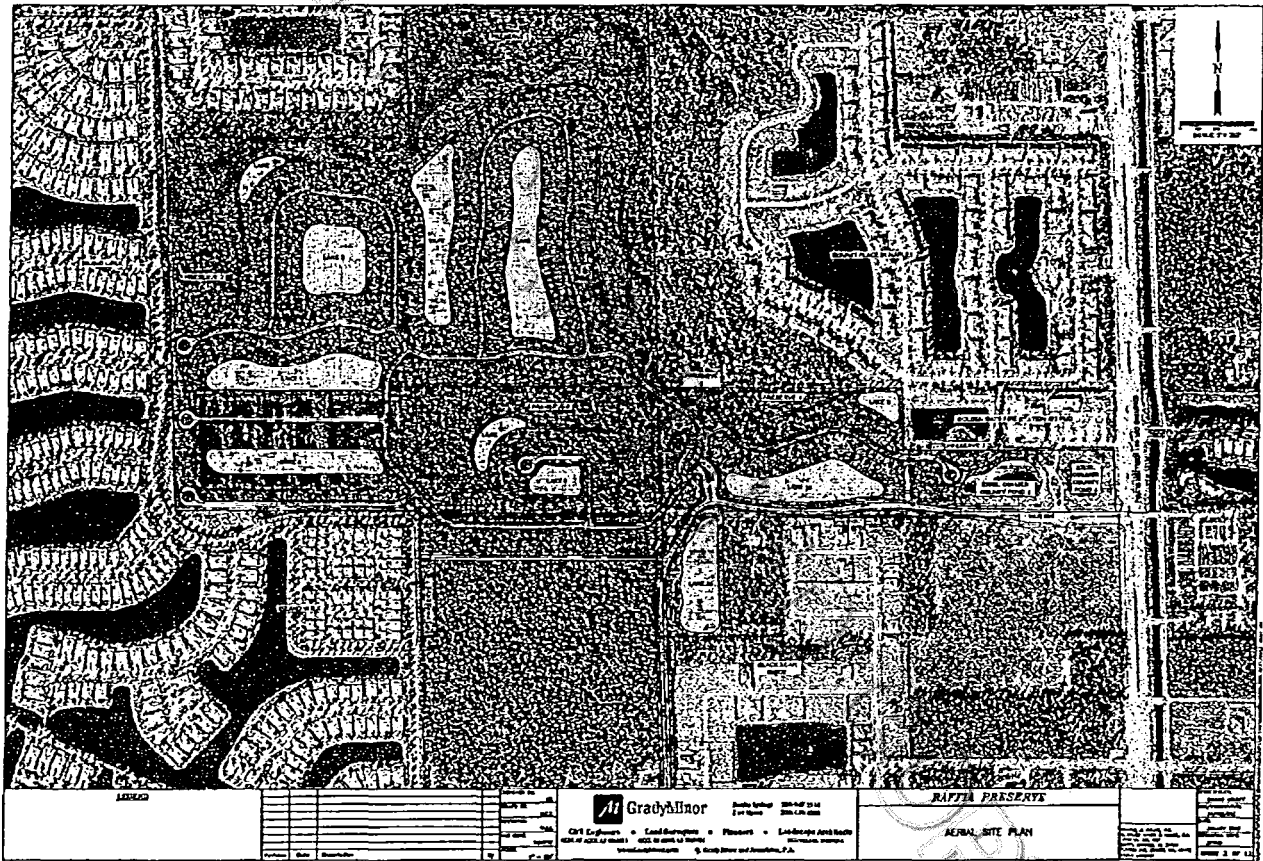
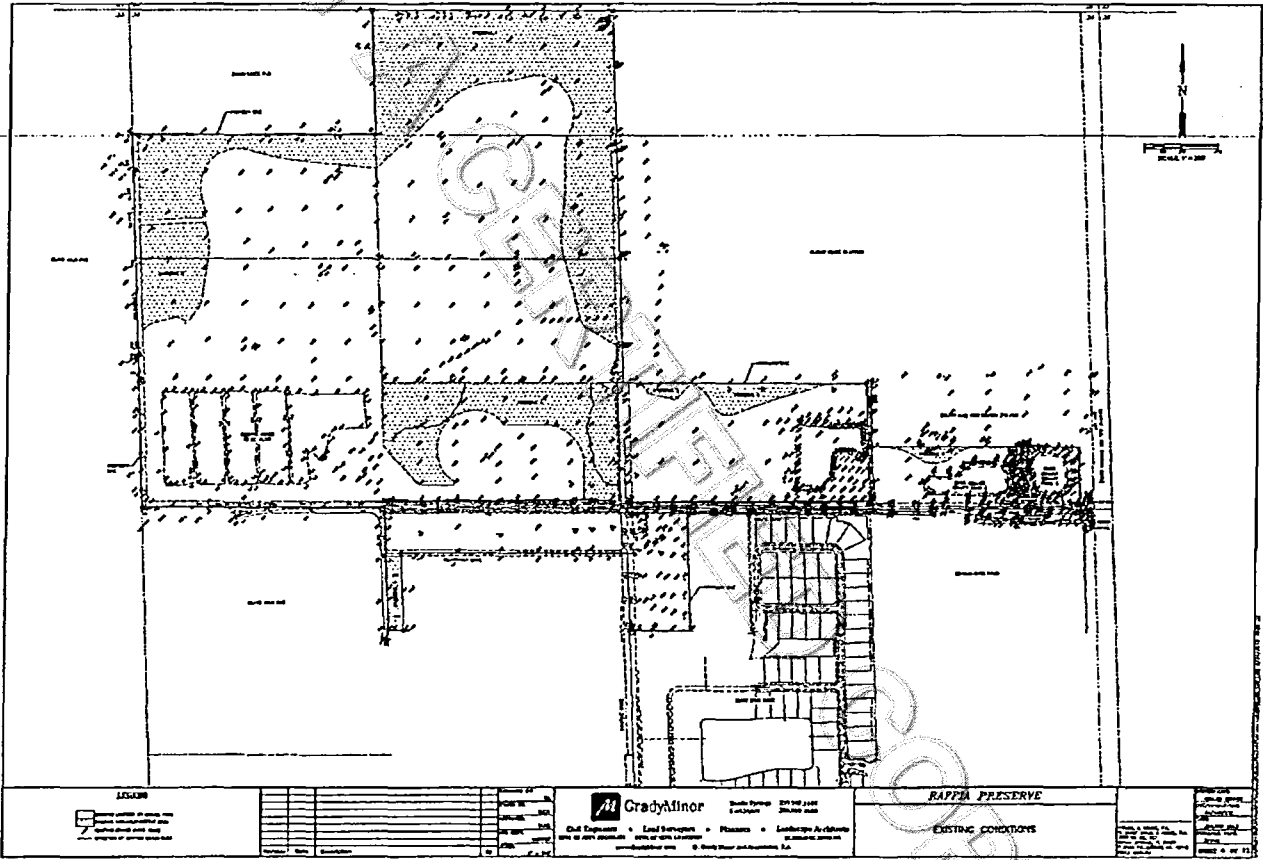


Exhibit 1.0
Application No. 130114-3
Page 2 of 3

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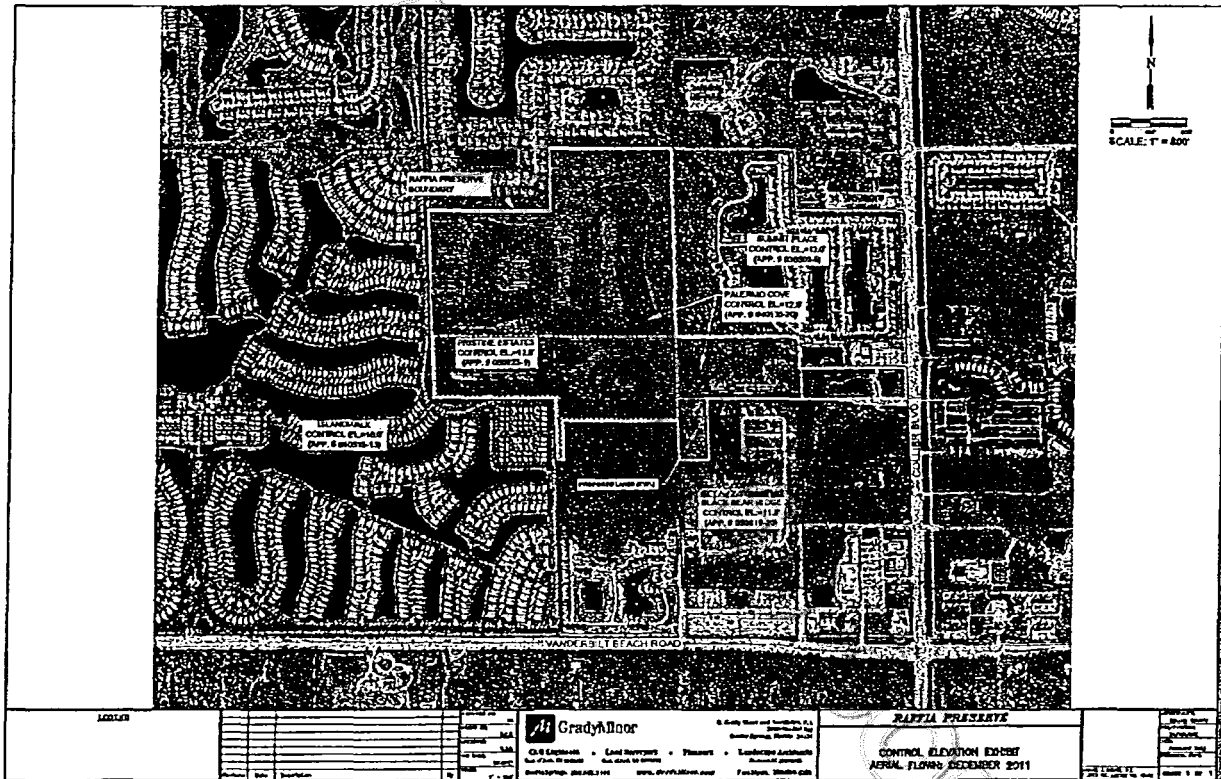
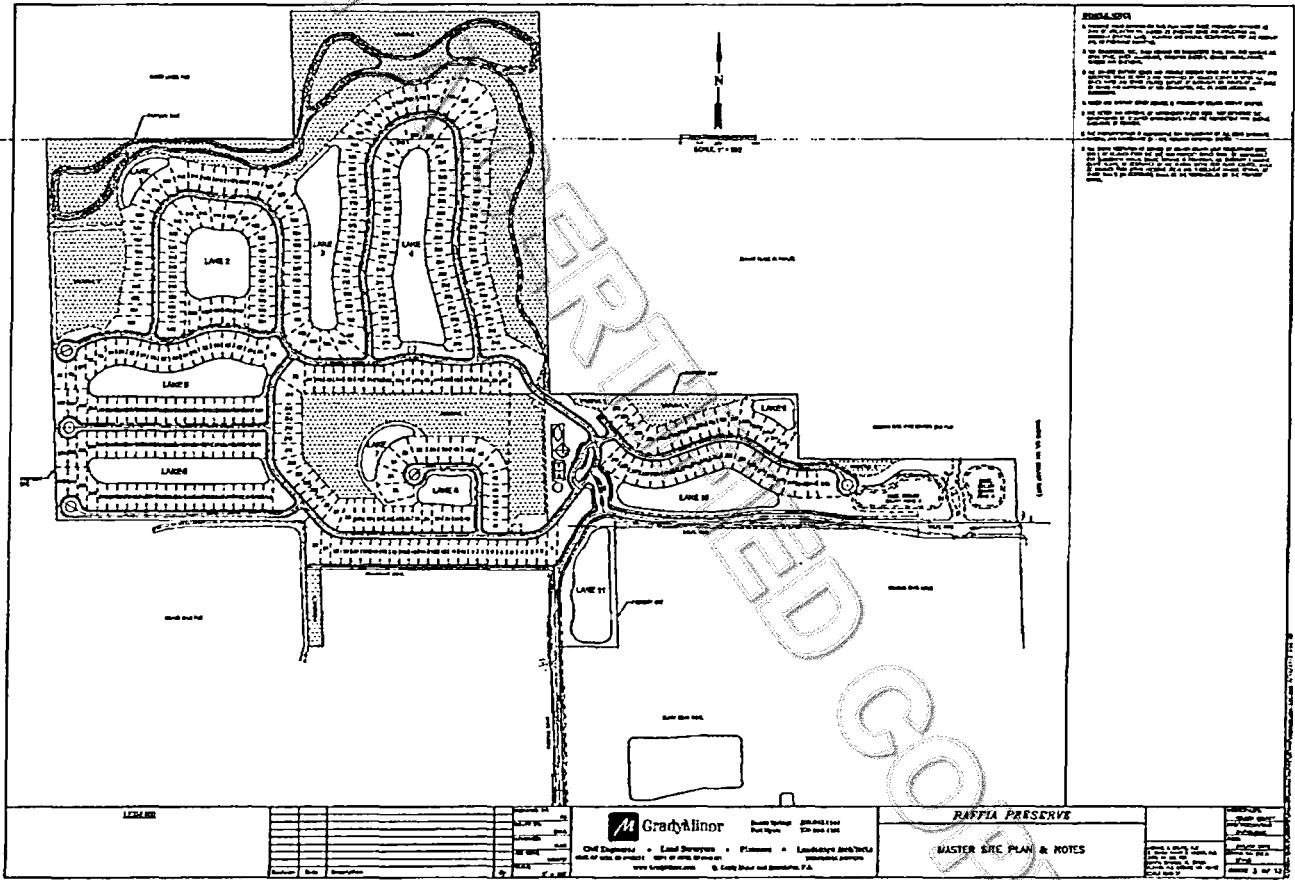


Exhibit 1.1
Application No. 130114-3
Page 1 of 1

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DISCLAIMER

A review of this plan and the information it contains is not a guarantee of the accuracy of the information provided. The information is provided for informational purposes only and is not intended to be used as a basis for any legal or financial decision. The information is provided as is, without any warranty of accuracy or completeness. The information is not intended to be used as a basis for any legal or financial decision. The information is provided as is, without any warranty of accuracy or completeness.

Exhibit 2.0
Application No. 130114-3
1 of 9

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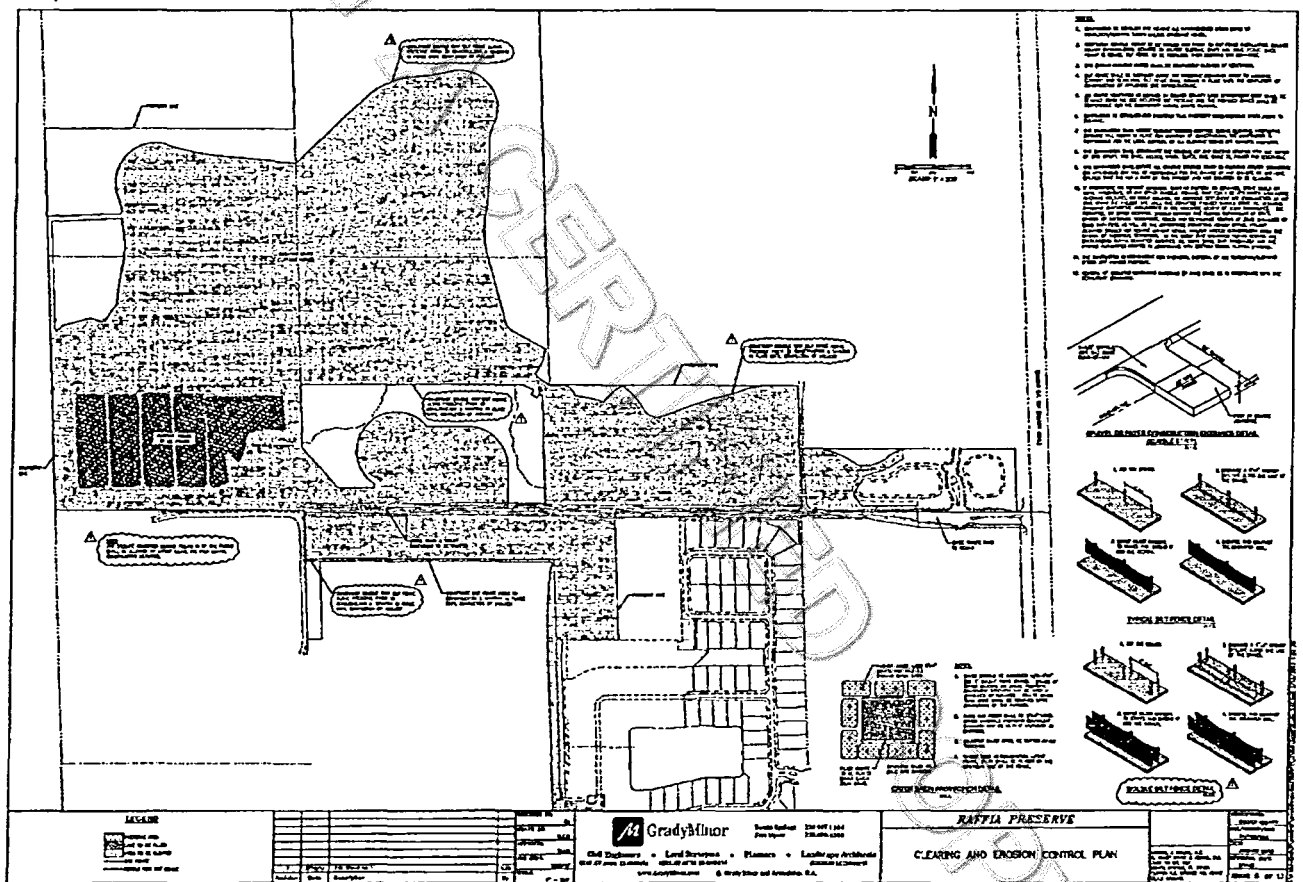
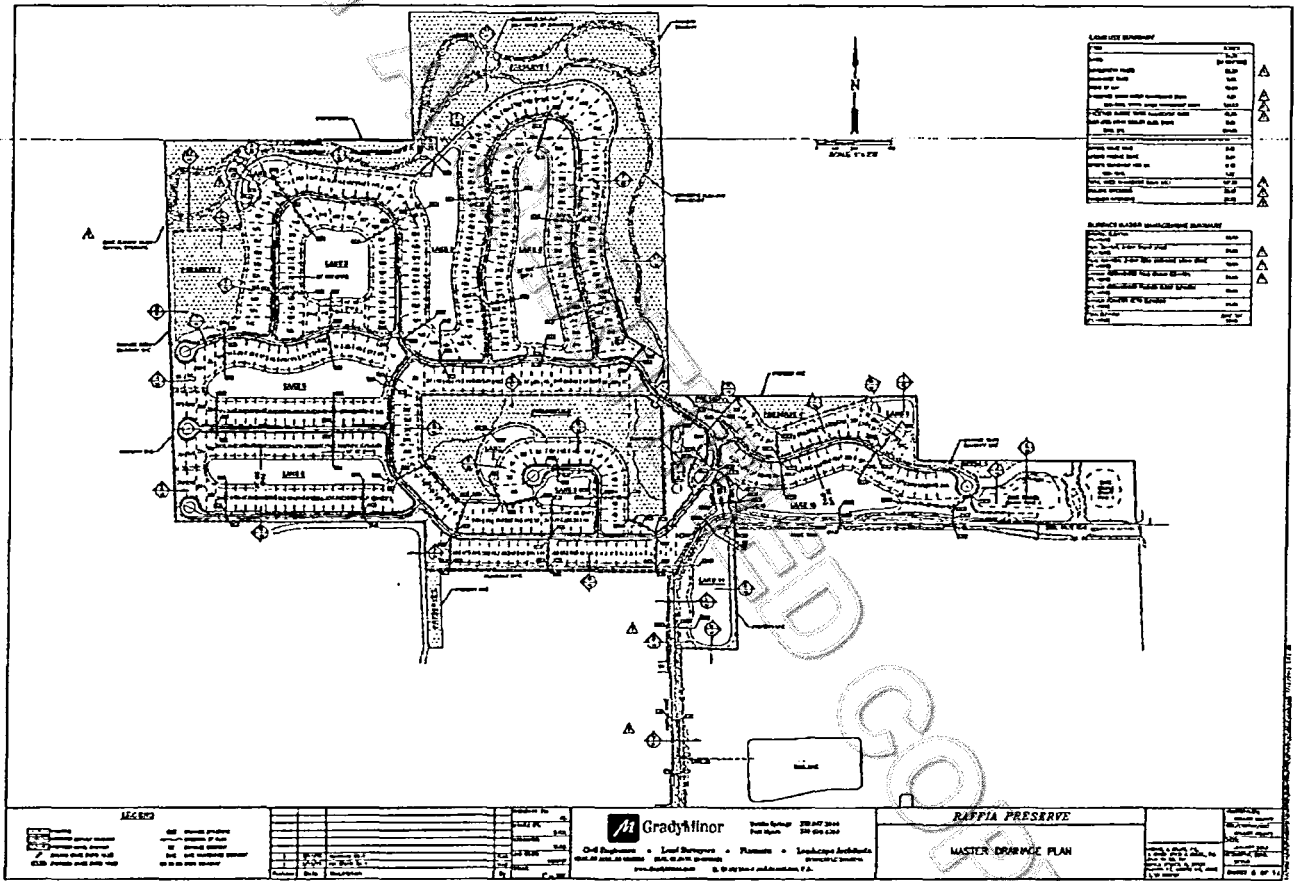


Exhibit 2.0
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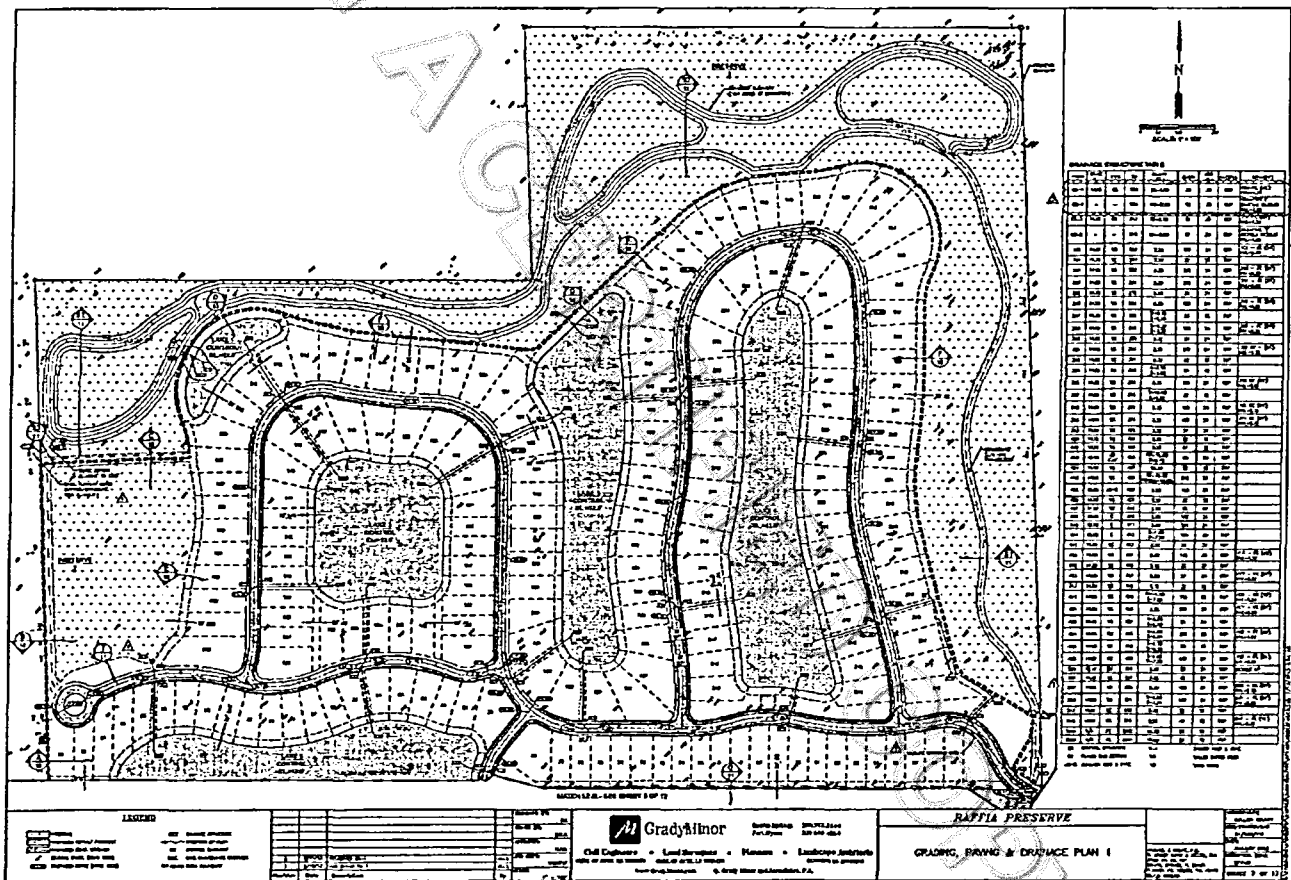


Exhibit 2.0
 Application No. 133114-3
 4 of 9

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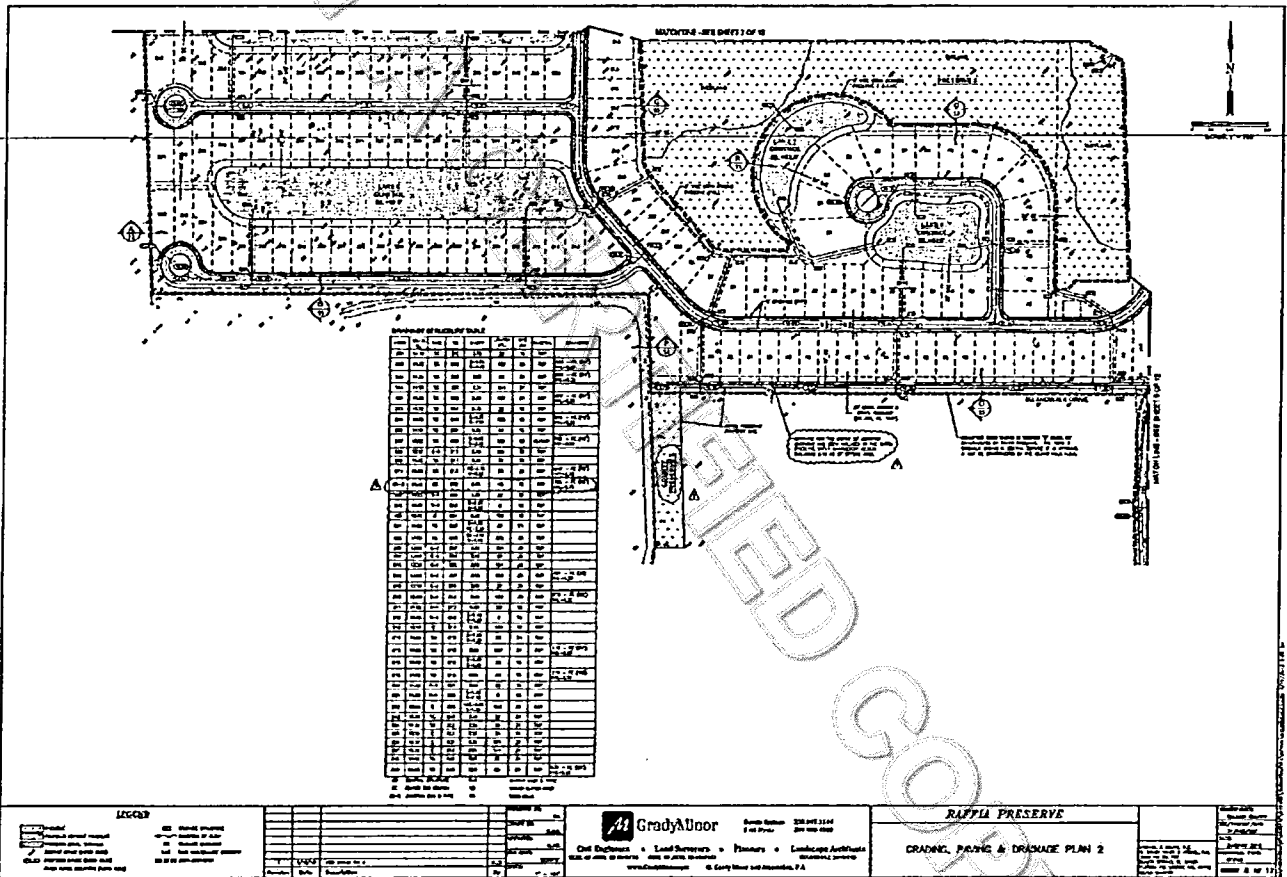
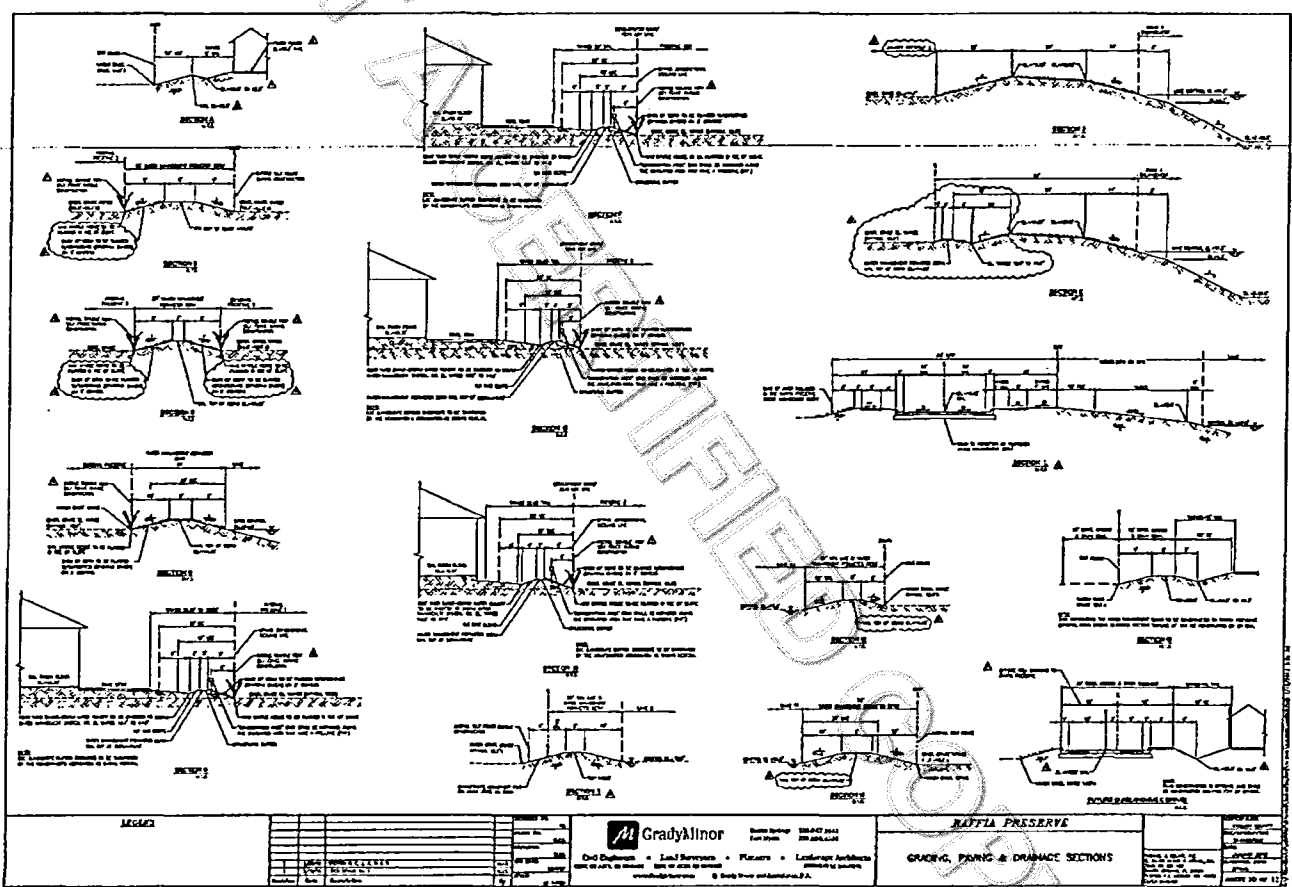


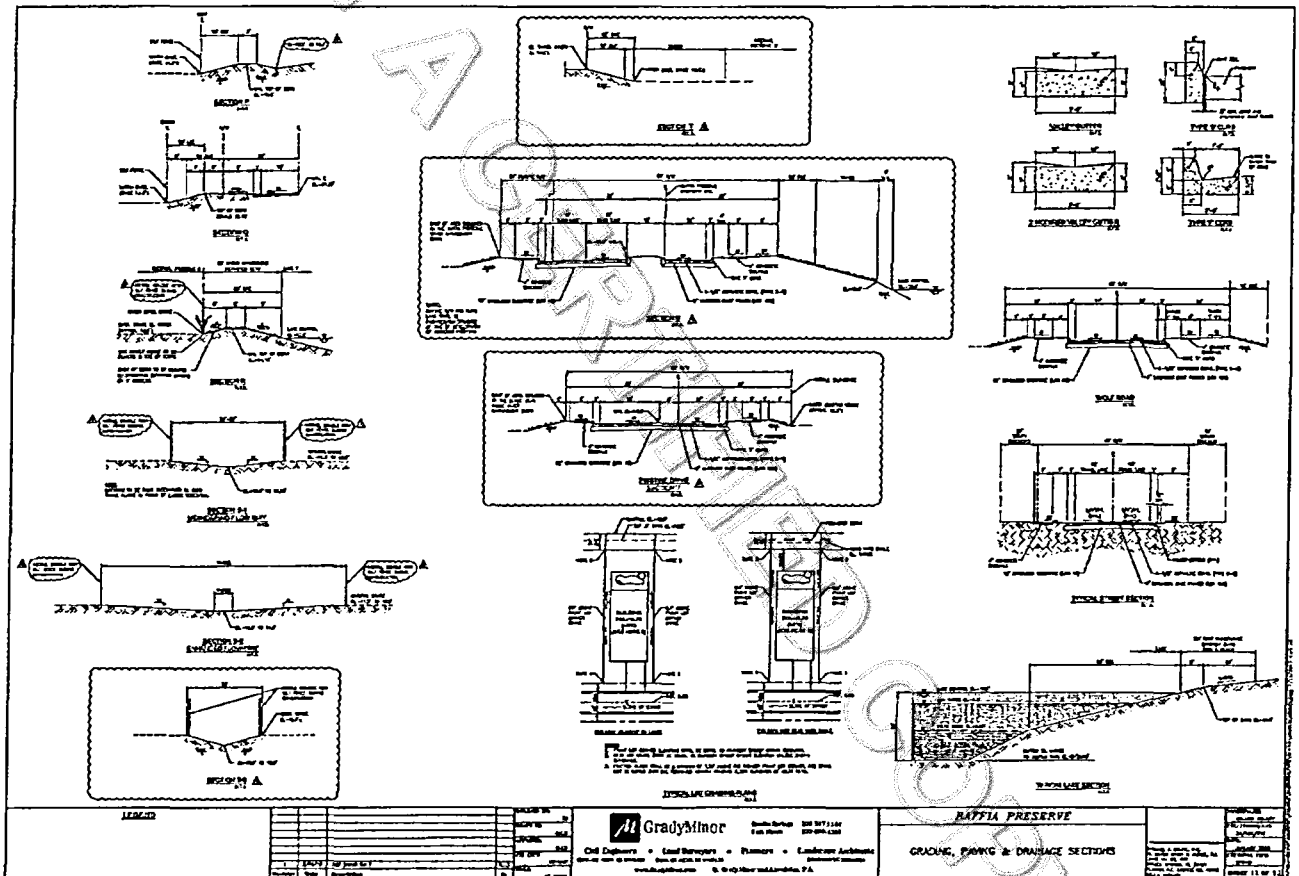
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Application No. 130114-3
6 of 9

NOT FOR CONSTRUCTION



GradyAllnor Civil Engineers • Land Surveyors • Planners • Landscape Architects 1000 W. 10th St. • Astoria, OR 97103 www.gradyallnor.com • 503.325.4444	RAFFIA PRESERVE GRADING, PAVING & DRAINAGE SECTIONS	SHEET NO. 1549 DATE: 10/15/14 DRAWN BY: [Name] CHECKED BY: [Name]
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NOTICE

RAFFIA PRESERVE

GRADING, PAVING & DRAINAGE SECTIONS

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18	CONCRETE
19	ASPHALT
20	PAVING

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RAFFIA PRESERVE
 GRADING, PAVING & DRAINAGE SECTIONS

Exhibit 2.0
 Application No. 130114-3
 9 of 9

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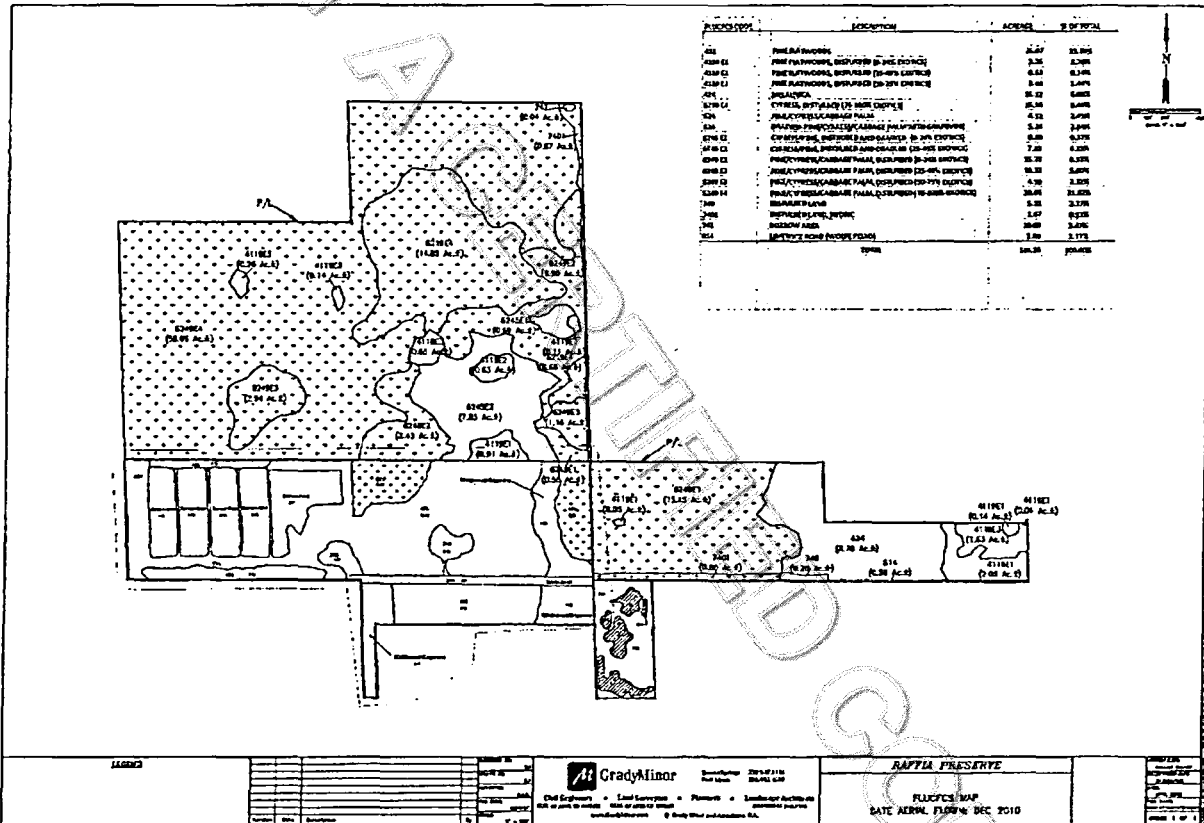


Exhibit 3.0
Application No. 130114-3
1 of 1

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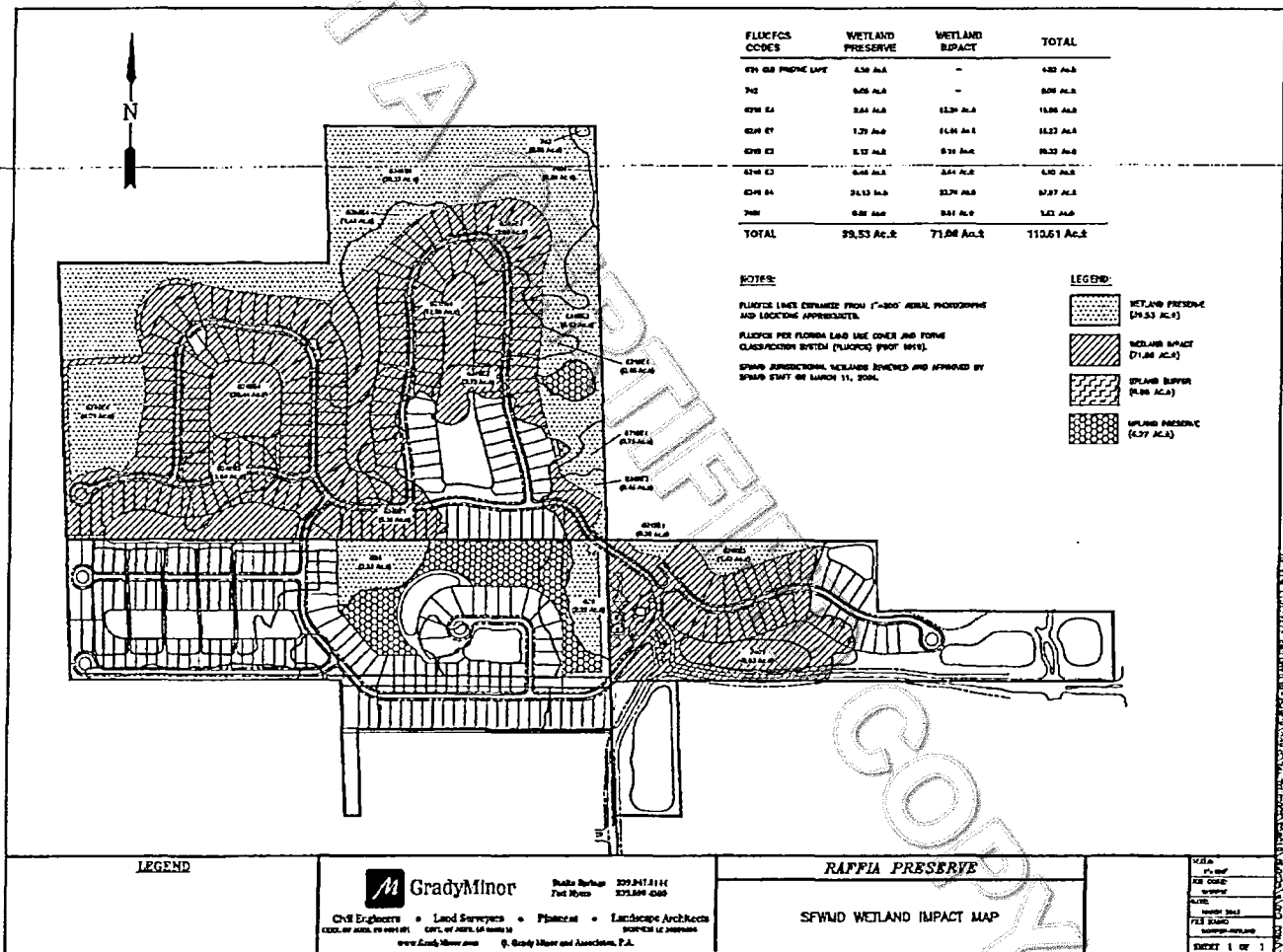


Exhibit 3.1
 Application No. 130114-3
 1 of 1

WETLAND MITIGATION / MONITORING / MAINTENANCE PLAN

RAFFIA PRESERVE

Introduction

The following outlines the wetland mitigation plan for a project known as Raffia Preserve located in Section 34, Township 48, Range 26; Collier County, Florida.

The property is located west of Collier Blvd (CR951) and north of Vanderbilt Beach Road. The site is bordered to the west of Island Walk; to the north by Indigo Lakes and Summit Place and the east by Golden Gate Fire Department.

This new project encapsulates two previously permitted projects. The two projects being combined are; PRISTINE ESTATES ERP permit # 060223-1 and RAFFIA PALERMO COVE ERP permit # 11-02492-P.

The preserves identified in the ERP permit will remain intact. As such, all wetland impacts are limited to those previously identified as impacted.

PRISTINE ESTATES

Pristine Estates is required to contribute 9.94 acres of preserve. This is in South Florida Water Management District ERP permit # 060223-1 as approved in October 15 2007

RAFFIA PALERMO COVE

ERP # 11-02492-P issued January 11, 2006

The project site total wetlands on site equaled 106.09 acres. The applicant proposed to impact 71.94 acres. The total preserve consists of 34.15 acres plus .86 acres of uplands for a Total Preserve of 35.01 acres. The off site mitigation, the applicant purchased 40.17 freshwater forested credits at Panther Island Mitigation Bank.

The following outlines the acreage figures for this new project. The increase in preserves from the original permit is the result of removing the berm on the north sides of the preserve (removing it from the water management area) and connecting those areas to the offsite preserves on adjoining properties; and re-configuring the location of the lot lines along the flowway creating larger preserves.

Total Site	184.35 acres
Total Preserve	47.07 acres (45.88 ac SFWMD preserve)
Total Previously Permitted Wetland Impacts	71.94 acres
Total New Proposed Wetland Impact	71.08 acres

<u>Preserve Within or Adjacent to Flow way</u>		35.94 acres
Preserve 1	29.94 acres	
Preserve 2	4.21 acres	
Preserve 3	0.36 acres	
Preserve 4	1.43 acres	
 <u>Preserves Connected to Flow Way</u>		 9.94 acres
Preserve 6	9.94 acres	
 Total SFWMD Preserves:		 45.88 ac
<hr/> <u>Preserves (County and Not SFWMD) - Stand-Alone</u>		<hr/> 1.19 acres
Preserve 5	0.48 acres	
Preserve 7	0.71 acres	

Off Site Mitigation

Off site mitigation was required for this project. To satisfy these criteria the applicant purchased 40.17 Freshwater Forested credits at Panther Island Mitigation Bank.

On - Site Mitigation Plan

Flowway: The wetland mitigation plan consists of preserving and enhancing SFWMD wetlands and upland enhancement areas. A total of 24.66 acres of wetlands and 0.86 acres of upland preserve (SFWMD) will be enhanced through hand removal of exotics, and 10.35 acres of wetlands will be enhanced by mechanical removal of exotics as part of the flow-way. An additional 0.08 ac of upland buffer will be part of the preserve. This preserve is part of a much larger wetland flow way system. This flow way is shared by several neighboring developments. The final discharge point of this flow way is located on the western end of the preserve discharging into the Island Walk surface water system. To help convey flows through the site a field located meandering swale/ flow-way will be graded to create deeper marsh areas. The slopes of the swale/flow-way shall be planted with native wetland vegetation upon reaching grade.

Connected to Flowway: With the addition of another project approximately 11.13 acres of additional preserves are part of this new project site (9.94 ac of SFWMD preserve and 1.19 ac are County preserves). These preserves add ecological and aesthetic value to the entire region. The main preserve consisting of 9.94 acres will be hydrologically connected to the flow-way and consists of 5.42 ac of uplands and 4.52 ac of wetlands.

Any habitat proposed for preservation will be enhanced by the removal of exotics. Exotic vegetation removal can be accomplished via both hand clearing and mechanical. The hand removal will include one or more of the following: 10 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 four inches and apply approved herbicide to cambium; 3) foliar application of approved herbicide to saplings; and 4) foliar application of approved herbicide or hand pulling of exotic seedlings.

No kill-in-place will be used for any canopy or subcanopy exotics that are at or above 25% coverage in any area of the preserve. Those areas with greater than 25% will require removal of exotic and nuisance vegetation from preserve.

Coordination with District Environmental Compliance staff during the required pre-construction meeting will determine areas in which exotic and nuisance vegetation can be left standing or left stacked and areas that are appropriate for mechanical removal based on current field conditions. Any areas with vegetation/trees which are approved for treating in place will require future monitoring and removal of vines and/or other nuisance species which may grow.

If left on the site, smaller Melaleuca cuttings will be stacked butt end to the ground into a vertical position (i.e., teepee method). Larger Melaleuca 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)

All exotic vegetation will be poisoned with an approved herbicide (poison) and a tracer dye. Any herbicide must be approved for aquatic use and the use of Aresenal is prohibited. Exotic and nuisance vegetation species are identified as those listed by the Florida Exotic Pest Plant Council. Following the completion of the initial exotic removal effort, semi-annual inspections followed by treatment will occur the first two years. Once exotic/nuisance species levels have been reduced to acceptable limits (i.e., less than 5 %) inspection /treatment will occur annually. Nuisance and exotic vegetation shall not exceed 5 % coverage between maintenance events. The preserve shall be maintained with 5 % or less of nuisance and exotic plant coverage in perpetuity.

Supplemental wetland plantings will be conducted in the hand clearing areas with greater than 50 percent coverage by exotic vegetation. Tree plantings will include a minimum of three of the species listed below, shrub plantings will include a minimum of two of the species listed below, and groundcover plantings will include a minimum of three of the species listed below. Planting densities for trees and shrubs will be 430 per acre, and planting densities for ground cover will be 1,210 plants per acre

The following is a list of potential plants that may be used. This list and / or the species selected will vary depending on the commercial availability at the time of installation. Plantings will be conducted during the rainy season in order to increase survivability of the planted materials.

All trees, shrubs and ground cover will be native wetland species, including but not limited to the following:

Trees

Cypress	<i>Taxodium ascendens</i>
Red maple	<i>Acre rubrun</i>
Dahoon holly	<i>Ilex cassine</i>
Pop ash	<i>Fraxinus caroliniana</i>
Sweetbay	<i>Magnolia virginiana</i>
Red bay	<i>Persea borbonia</i>
Slash pine	<i>Pinus elliottii</i>
Cabbage palm	<i>Sabal palmetto</i>

Planted trees will be a minimum of 5 feet in height and 3 gallon in size, 10-12 feet on center

Shrubs

St. Johns wort	<i>Hypericum spp.</i>
Gallberry	<i>Ilex glabra</i>
Wax Myrtle	<i>Myrica cerifera</i>
buttonbush	<i>Cephalanthes occidentalis</i>
Leather fern	<i>Acrostichum danaeifolium</i>

Planted shrubs will be a minimum of 3 feet in height and 1 gallon in size, 8 to 10 feet on center

Ground Cover

Red root	<i>Lanchmanthes caroliniana</i>
Sand cordgrass	<i>Spartina bakerii</i>
Fakahatchee grass	<i>Tripsacum dactyloides</i>
yellow-eyed grass	<i>Xyris spp.</i>
sawgrass	<i>Cladium jamimaicense</i>
Soft-stemed Bulrush	<i>Scirpus validus</i>
Wiregrass	<i>Aristida stricta</i>

Planted ground cover will be a minimum 12 inches in height and/or 2 inches container size, 3 feet on center

Mechanical removal of exotics will include mechanized land clearing in the flow-way area. Prior to mechanical removal, the limits of mechanical removal will be flagged for review and approved by SFWMD staff. After exotic vegetation has been removed in the flow-way, the cleared areas will be graded/ if available, a six-inch layer of topsoil will be spread on the graded area to achieve final grades. An As-Built survey of the grade site will be performed to ensure the desired elevations have been obtained. After review and approval of the final grades by SFWMD compliance staff, the area will be planted as a marsh. The marsh plantings are listed below. Planting densities will be 4,480 plants per acre.

Zone 1

Red root	<i>Lanchnanthes caroliniana</i>
Sand cordgrass	<i>Spartina bakerii</i>
Fakahatchee grass	<i>Tripsacum dactyloides</i>
Maidencane	<i>Panicum hemitomon</i>
Water-hyssops	<i>Bacopa caroliniana</i>
Spikerush	<i>Eleocharis interstincta</i>
Gulfdune paspalum	<i>Paspalum monostachyum</i>

Zone 2

Pickereelweed	<i>Pontederia cordata</i>
Arrowhead	<i>Sagittaria lancifolia</i>
Fireflag	<i>Thalia geniculata</i>
sawgrass	<i>Cladium jamimaicense</i>
Soft-stemmed Bulrush	<i>Scirpus validus</i>
Wiregrass	<i>Aristida stricta</i>

Planted ground cover will be a minimum 12 inches in height and/or 2 inches container size, 3 feet on center

In addition to the flow-way, a narrow flow-way swale area will be created in the preserve area on the east side. This narrow flow-way will be field located with SFWMD compliance staff to avoid native trees and will meander through the preserve to provide positive flow from the adjacent off-site preserves to the east. Side slopes of the flow way swale will be planted with Zone 2 plantings.

Mitigation Success Criteria

The mitigation shall be considered successful if, at the end of five years, the planted mitigation area contains 80 % survival by planted vegetation and 80 % coverage of desirable species criteria are applicable to the wetland and upland buffer area and apply to all three strata (tree, shrub and groundcover species). The mitigation areas shall be exotic free from exotic vegetation immediately following treatment and non-seed bearing exotics shall not exceed 5 % total cover and other nuisance species shall constitute no more than 5 % of total coverage. The preserve shall be maintained with 5 % or less of nuisance and exotic plant coverage in perpetuity

Habitat Targets:

The majority of the preserves consist of three basic habitat types: 624 Pine, Cypress, Cabbage palm with varying amounts of exotics, 411 Pine Flatwoods and the Flow way.

Pine Flatwoods:

Historically the Pine Flatwoods moisture levels fluctuate yearly from very dry to nearly saturated or inundated for long periods in the growing season. This hydrological connection to the flow way is the closest restoration of a natural hydrological regime.

The area will be allowed to naturally re-vegetated itself after in the initial exotic removal treatment and the connection to the storm water management system. After allowing two years for natural recruitment the area will be evaluated by Compliance Department of SFWMD. The target is a functioning south Florida flatwoods with periodic dominance of wetland and upland herbaceous species based on moisture levels.

Cypress, Pine, Cabbage Palm:

Both habitats have some similarities and differences. The main difference is the duration of natural hydrological inundation. Both of these habitats, depending on the time of year, function as both a wetland and as upland. The relatively predictable nature of this hydrologic transformation allows for an abundant diversity of plant life, including both wetland and upland annuals, and supports a diverse invertebrate fauna and, as a result, a diverse vertebrate fauna.

The area is expected to flourish with ground covers as soon as the exotics are removed. This habitat still has enough recognizable character. The removal of exotics will allow for addition sunlight and the prolonged hydroperiod will have immediate impacts. This area is not expected to need any supplemental planting. The area is well established offering good seed source for natural recruitment. The target is to have a Cypress, Pine, Cabbage palm canopy sub canopy potential seedlings and a diverse ground and midstory. Open herbaceous, grass like areas usually associated with deeper wetland pockets are acceptable.

Flow way:

The flow way is targeted ultimately as a fresh water marsh. You want to balance the ecological needs and function of a planted marsh and the function of a flow way. The planted areas area expected to become an established marsh.

The deeper areas can remain with some open water. Using the survivability criteria, the entire area contains 80 % survival by planted vegetation and 80 % coverage of desirable species. A percentage or whole can include open water.

ENITRE PROJECT

Once the exotics have been treated and the storm water system is constructed, including the flow-way, this system will mimic a natural flow-way with temporary inundation and seasonal ponding and drought. This will mimic the natural flatwoods of South Florida. This distinct habitat will be dynamic between drought and flood. The alteration between upland and wetland conditions allows for both upland and wetland plant species to utilize the same habitat through temporal displacement.

This blank slate is cyclically wiped clean by flood and drought, allowing the understory to be vegetated by a variety of species that do not have the temporal opportunity to achieve competitive dominance before being seasonally stressed. The alternation between upland and wetland conditions allows for both upland and wetland plant species to utilize the same habitat through temporal displacement. The dry sands during the dry season are suitable for xeric scrub species, and the same flooded sands during the wet season are

suitable for marsh and wet prairie species. The ultimate goal is for an herbaceous diverse ground cover.

Success will be measured as outlined in this Plan by the amount of exotics present (no more than 5 percent cover of exotics) and at least 80 percent cover by desirable obligate and facultative wetland plant species. The species selected for supplemental planting are appropriate for hydric cyclic conditions.

Monitoring

Monitoring Methodology

The proposed monitoring of the enhanced wetlands and preserved uplands will consist of baseline monitoring, time-zero monitoring, and annual monitoring of vegetation, wildlife and wetland water levels. Base line monitoring will document the conditions in the project site, as it currently exists. The time-zero report will document the conditions immediately following the wetland restoration. The annual reports will document the extent of success of the project and identified 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 standardized methods of data collection from identical sampling stations. Hydrological monitoring will include the installation of rain gauge and rain gauge. During the wet season bi-monthly water levels will be monitored. During the dry season water levels will be monitored monthly. A total of five staff gauges will be installed.

- * Transects will be established at a given compass heading in a direct line through the wetlands and/or enhanced areas. Sampling of vegetation will be conducted within a 20 x 50 foot plot established along given transect. Canopy, midstory and ground cover will be recorded by species and density in each plot. Each transect will start at the upland buffer and wetland interface.
- * Direct or Indirect observations of wildlife will be noted.
- * Observation of hydrological indicators and water levels will be recorded. During the wet season bi-monthly water levels will be monitored. During the dry season water levels will be monitored monthly
- * Photo point stations will be established from a referenced location and panoramic photos will be taken. Location of photo stations will remain the same throughout the existence of the monitoring program. The location of these photo point stations will be at or along established transects.
- * Responsibility for the criteria set forth will be the owner
- * A Conservation Easement will be established and recorded in the public records of Collier County over all areas designated as mitigation preserve areas.

Established Monitoring Stations

The established monitoring stations were selected based on the best geographical representation of the preserved habitats and accessibility. See Attached Drawing

Monitoring Schedule

October	2013	Baseline Report
November	2013	Exotic Removal
December	2013	Time Zero Report
May	2014	Semi-Annual Exotic Removal
December	2014	First Annual Report
November	2015	Semi-Annual Exotic Removal
May	2015	Semi-Annual Exotic Removal
December	2015	Second Annual Report
May	2016	Semi-Annual Exotic Removal
November	2016	First Annual Exotic Removal
December	2016	Third Annual Report
November	2017	Second Annual Exotic Removal
December	2017	Fourth Annual Report
November	2018	Third Annual Exotic Removal
December	2018	Fifth Annual Report

Conservation Easement

Within 60 days of permit issuance, the permittee will have a legally sufficient conservation easement prepared. The conservation easement will be to the SFWMD's Standard easement format.

Maintenance / Management

Following the completion of the initial exotic removal effort, regular inspections of the mitigation areas will occur. Inspections and exotic control will occur semi-annually for the first two years followed by annual exotic treatments during these inspections, the entire mitigation area will be traversed by a qualified Biologist. Locations of exotic vegetation species will be noted for immediate treatment.

Cost Estimate

Exotic Removal

Approximately 36.73 of wetlands and uplands will have the exotics hand removed. The approximate cost is \$2500-\$3000 per acre (approximately \$ 91,825 - \$110,190)

The exotics on 10.35 acres can be mechanically clearing. The approximate cost is \$ 2000 per acre (approximately \$20,700)

Monitoring Reports

9 reports x \$7000 = \$ 63,000.00

Supplemental Plants

Required Plantings

2 inch liner or bare root equivalent approximately \$1.00 a unit 71,257 units = \$ 71,257.00

Trees and shrubs- 1 gal and 3 gals Average \$7.00 a unit x 7,521 units = \$ 52,647.00

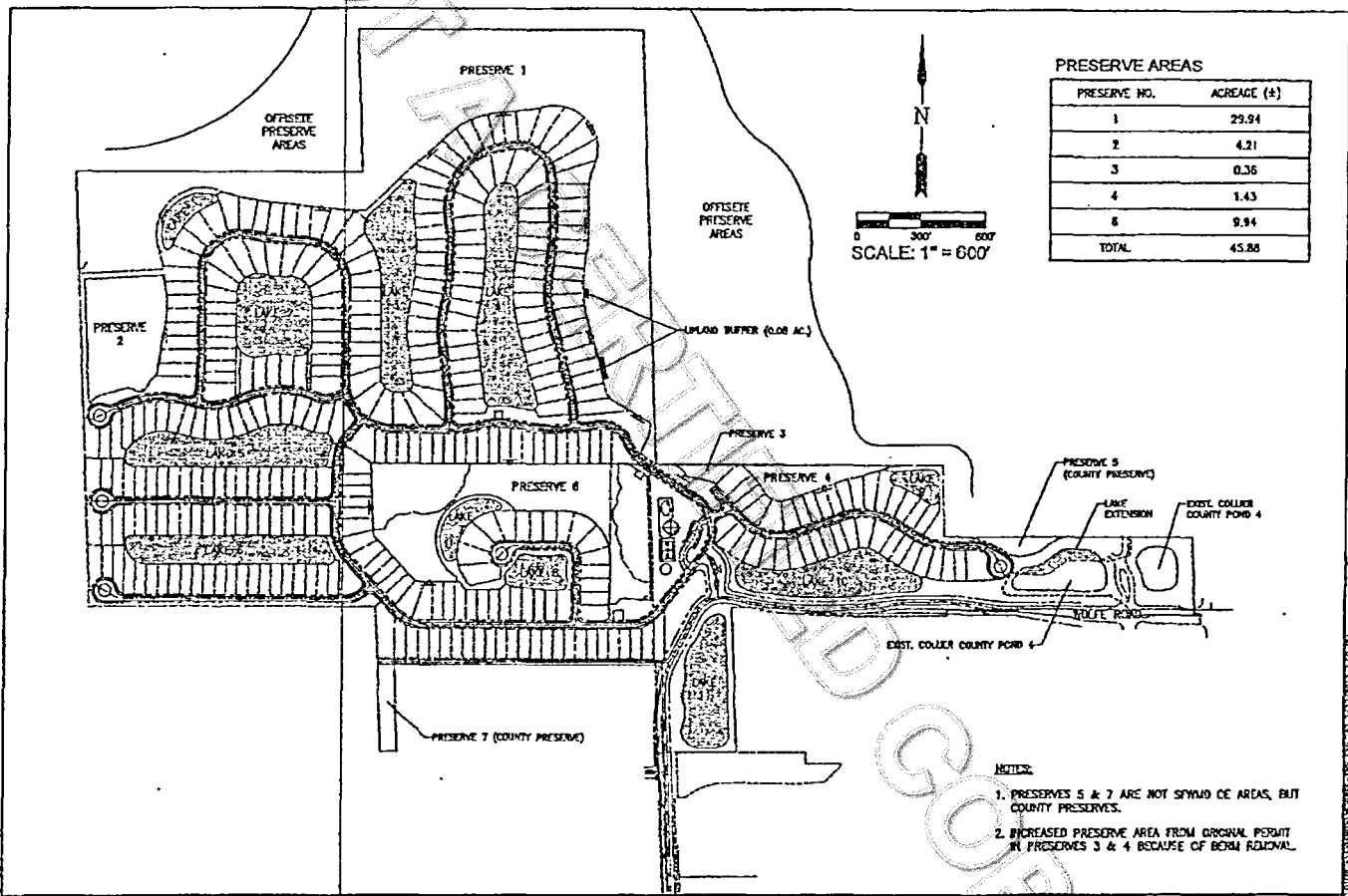
Excavate and grade wetland enhancement area approximately 41,750 CY = \$ 120,000

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NOT FOR CONSTRUCTION



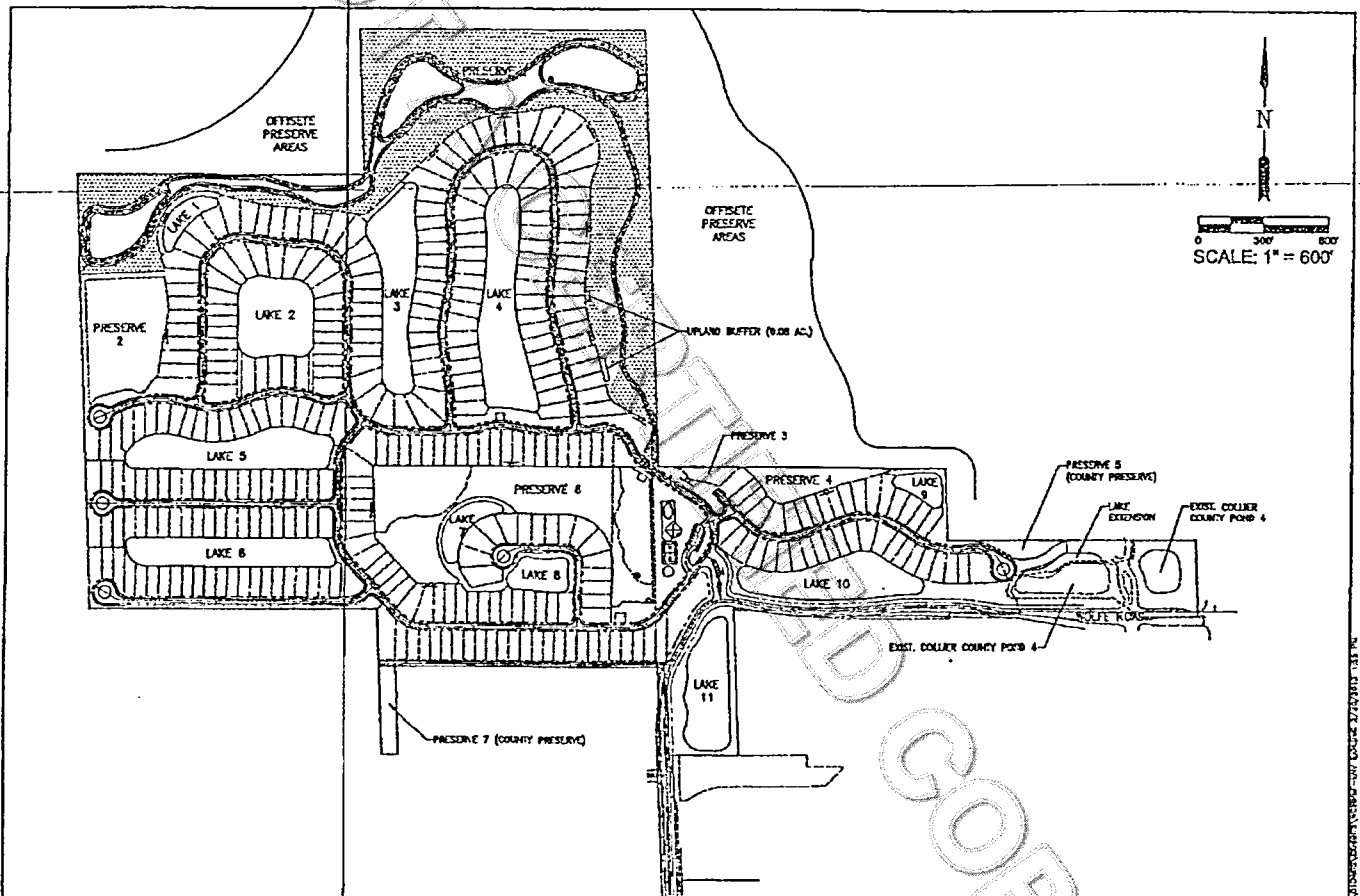
- NOTES:
1. PRESERVES 5 & 7 ARE NOT SPRAWL CE AREAS, BUT COUNTY PRESERVES.
 2. INCREASED PRESERVE AREA FROM ORIGINAL PERMIT IN PRESERVES 3 & 4 BECAUSE OF BERM REMOVAL.

LEGEND	
	PRESERVE AREAS (47.88 AC.)
	UPLOAD BUFFER (0.08 AC.)
	LAKE

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 3000 Spadina 300 #1114 www.GradyMinor.com Fort Myers 239.834.4788

RAFFIA PRESERVE
 CONSERVATION AREA LOCATION MAP

Application No. 130114-3
 Exhibit 3.2
 SHEET 1 OF 1

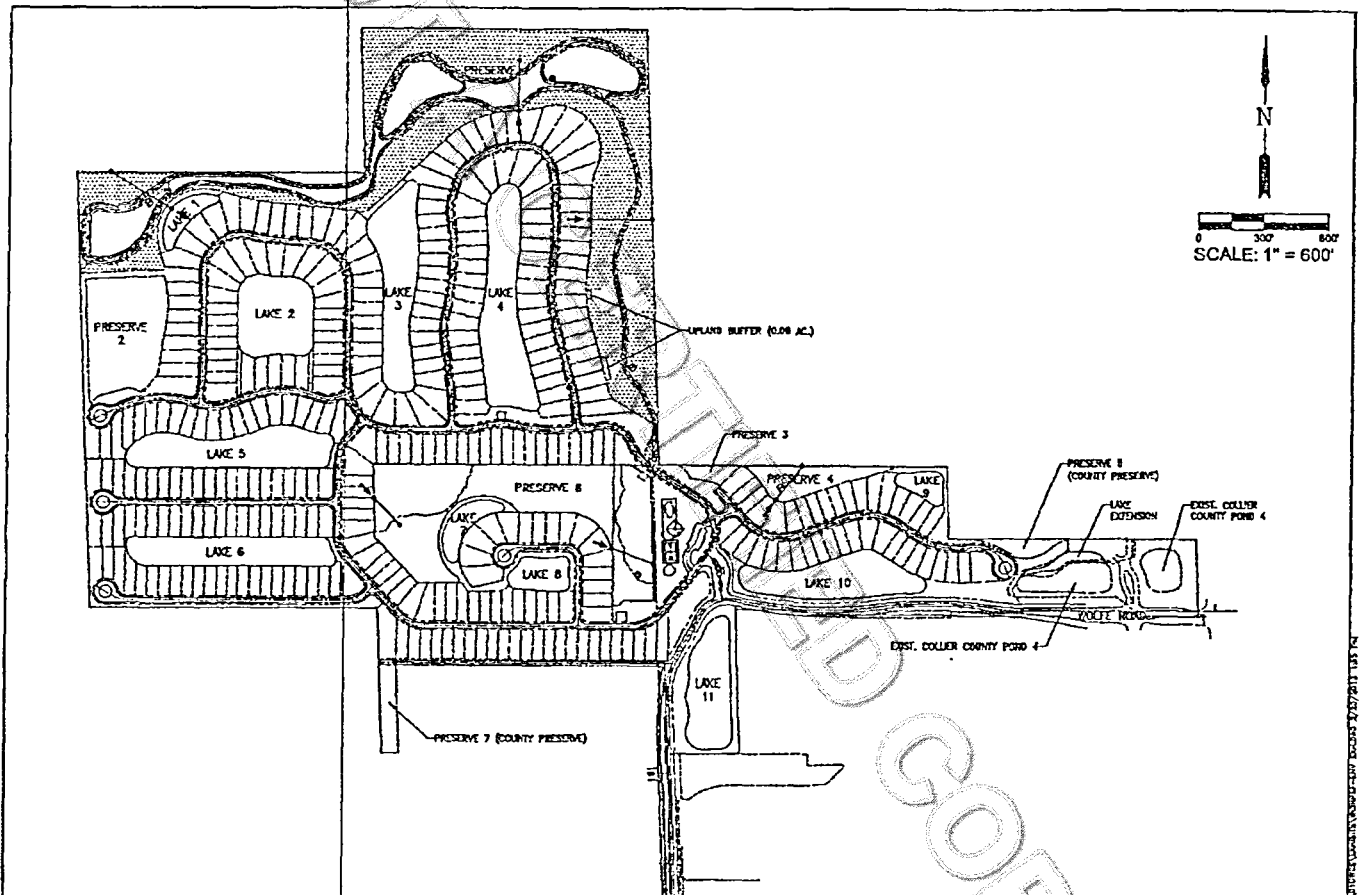


LEGEND
 -.- PRESERVE SIGN LOCATIONS

GradyMinor
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 3500 The Old Way, Suite 100, Ft. Myers, FL 33901
 Phone: 813.938.1144 • www.GradyMinor.com • Fax: 813.938.4389

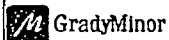
RAFFIA PRESERVE
 PRESERVE SIGN LOCATION

Application No. 130114
 Exhibit 3
 12 of 14



LEGEND

- TRANSECTS
- PHOTO STATION
- ⊕ (S) STAFF GAUGE LOCATIONS
- ⊙ (M) MONITORING WELL LOCATIONS



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B. Grady Minor and Associates, P.A.
 2500 W. 8th Ave.
 Suite 400, Naples, FL 34104

RAFFIA PRESERVE

TRANSECTS, STAFF GAUGES & MONITORING WELLS

DATE	12/15/2011
BY	Grady Minor
SCALE	1" = 600'
PROJECT NO.	130144-3
SHEET NO.	1 OF 1

Exhibit 3.1
 Application No. 130144-3
 13 of 14

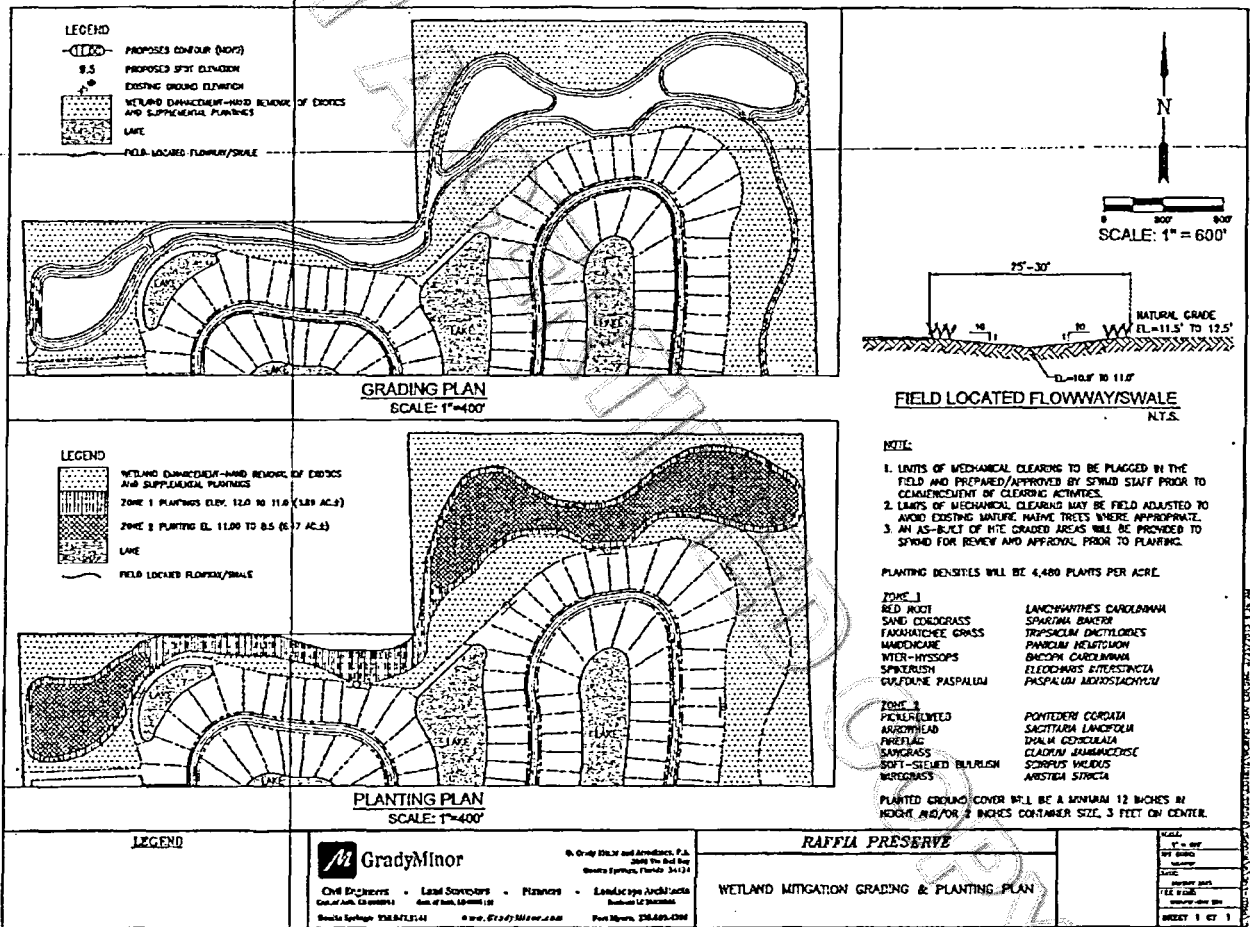


Exhibit 3.2
Application No. 130114-3
14 of 14

South Florida Water Management District
Work Schedule Requirements

Application No : 130114-3

Page 1 of 1

Mitigation Plan ID: RAFFIA PRESERVE

Activity	Due Date
SUBMIT BASELINE MONITORING REPORT	01-JUL-13
SUBMIT ORIGINAL FINANCIAL ASSURANCE DOCUMENTATION	01-AUG-13
COMPLETE PLANTING MITIGATION AREA	01-AUG-13
EXOTIC VEGETATION REMOVAL	01-AUG-13
EXCAVATION AND GRADING MITIGATION AREA	01-AUG-13
SUBMIT RECORDED CONSERVATION EASEMENT	01-AUG-13
SUBMIT TIME ZERO MONITORING REPORT	31-AUG-13
SUBMIT FIRST MONITORING REPORT	31-OCT-14
SUBMIT SECOND MONITORING REPORT	31-OCT-15
SUBMIT THIRD MONITORING REPORT	31-OCT-16
SUBMIT FOURTH MONITORING REPORT	31-OCT-17
SUBMIT FIFTH MONITORING REPORT	31-OCT-18

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