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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TERRENO

Instrument prepared by and after recording return to:

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UNOFFICIAL DOCUMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TERRENO

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation, the present fee title owner of the property legally described in Exhibit "A" hereto, hereinafter called "Developer", to its grantees, successors and assigns and all future owners of Parcels located in Terreno, as more particularly described in Exhibit "A" attached hereto and made a part hereof, hereby makes the following Declaration of Covenants, Conditions and Restrictions.

It is the intent of the Developer to ultimately develop the real property, as described in Exhibit "A," as a planned unit development named "Terreno" consisting of up to 825 residential dwellings. Upon recording this Declaration, the Developer hereby submits the real property described in Exhibit "A" to the terms and conditions of this Declaration.

The Developer reserves the right to amend this Declaration in order to remove real property that it owns from the terms of this Declaration, provided that it shall not have the authority to remove Common Area that has been improved by a structure intended for recreational purposes. In the event the Developer removes real property from the terms of this Declaration ("Removed Property"), the Developer hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential dwellings in the real property that has been submitted to and/or removed from the terms of this Declaration, use and easement rights to all or portions of the Removed Property and/or the Common Area, all upon such terms as the Developer may impose in an agreement recorded in the Public Records of Collier County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential dwellings constituting such development, the Developer hereby declares that all of the real property described and each part thereof shall be developed as a planned unit development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof and the Association.

Although Terreno is anticipated to have up to 825 residential dwellings, the Developer makes no representation or warranty regarding the timing of or guarantees the construction of residential dwellings or the number or types of residential dwellings which will ultimately be constructed. From time to time, the Developer and others may present to the public certain renderings, plans and models showing possible future development of Terreno and surrounding areas. The Developer does not represent or warrant in any way that future improvements in Terreno and surrounding areas will be actually developed or developed in accordance with such renderings, plans and models. The Developer reserves the right to seek approval from applicable zoning and regulatory authorities to increase the number of residential dwellings that may be constructed in Terreno and therefore the number of Parcels that may be subjected to this Declaration. Accordingly, the Developer reserves the right to subject additional real property to this Declaration that is not legally described in Exhibit "A." If the Developer adds and subjects real property that is not described in Exhibit "A" or obtains approval from zoning and regulatory authorities to increase the maximum number of Parcels that may be conveyed, the Turnover Date set forth in Section 15 below shall be extended.

1. DEFINITIONS. The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2021) (the "Act"), unless otherwise defined below (it being the intent hereof that future amendments to the Act not be retroactively applied to impair substantive rights of the Developer set forth herein):

1.1 "Architectural Reviewer " means and refers to the entity responsible for review and approval of construction and alterations to improvements, as more particularly described in Section 5 herein.

1.2 "Assessment" shall have the meaning set forth in Section 720.301 of the Act.

1.3 "Association" means and refers to Terreno Homeowners Association, Inc., a Florida corporation not for profit.

1.4 "Board of Directors" means and refers to the Board of Directors of the Association.

1.4.1 "Builder" means and refers to a builder, contractor or other person who purchases one (1) or more Parcels from the Developer or a Builder to construct improvements thereon for resale. There may be more than one (1) Builder in the Community.

1.5 "Common Area" means and refers to all real property which is now or hereafter owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: real property the use of which is dedicated to the Association or its Members by a recorded plat; or real property committed by this Declaration to be leased or conveyed to the Association.

1.5.1 "Common Expenses" means and refers to all expenses properly incurred by the Association in the performance of its duties.

1.5.2 "Community" means and refers to all real property which is subject to this Declaration and includes both Common Area and Parcels. The Community is also referred to herein as "Terreno".

1.5.3 "Conservation Area" means and refers to that portion of the Common Area, which may include native habitats set aside to fulfill open space requirements. The term "Conservation Area" shall be deemed to include any portion of the Common Area that includes a preservation area or platted preserve tract.

1.6 "Developer" means and refers to Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation. Whenever such term is used in the Governing Documents, it shall always be deemed to include any successor in interest to the Developer's development rights and obligations, provided that such is evidenced by a written instrument and recorded in the Public Records of Collier County, Florida. Any or all of the Developer's rights and obligations may be assigned, in whole or in part, from time to time, to other parties. The Developer may allow other parties to exercise, on a one-time or limited basis, any Developer rights without transferring or relinquishing all of such rights, and in such case, a recorded instrument shall not be required. Unless otherwise provided in a written assignment, the assignment of all of the Developer's rights and obligations shall not result in the Developer relinquishing its rights with respect to real property that it owns, nor being relieved of its obligations that accrued as of such date. The Developer shall not be liable for acts or omissions made by or on behalf of a successor Developer.

1.7 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions, and any amendments hereto.

1.8 "Family" or "Single Family" shall refer to one (1) natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two (2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.9 "Governing Documents" means and refers to this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Review Guidelines and the Resolutions of the Association, all as amended from time to time. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.10 "Guest"" means and refers to any person physically present in, or occupying a Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration, or using the Common Area at the invitation of an Owner or other legally permitted occupant.

1.11 "Institutional Mortgagee" means and refers to the mortgagee or assignee of a first mortgage against a Parcel, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Unit.

1.12 "Lease" means and refers to the grant by an Owner of a temporary right to occupy the Owner's Unit for valuable consideration, including a grant of a license via Airbnb, house swap, barter, business "perk" or similar arrangement that involves consideration other than rent.

1.13 "Member" means and refers to all persons who are members of the Association as provided in the Governing Documents.

1.14 "Neighborhood" means and refers to each separately developed residential area, which is denominated by the Developer as a Neighborhood, and which is comprised of one (1) or more housing types subject to this Declaration, in which owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and common areas or facilities which are not available for use by all Members. For example, and by way of illustration and not limitation, an attached home residential area, a zero-lot-line single family home residential area, and a single family home residential area may constitute separate Neighborhoods, or may be combined to form a single Neighborhood. In addition, each property developed as a Neighborhood may be subject to division into more than one (1) Neighborhood upon development. Neighborhoods may be combined or divided as provided in this Declaration. The Developer shall not have any obligation to create Neighborhoods, Neighborhood Associations, Neighborhood Common Area and Neighborhood Documents. Unless the Developer creates Neighborhood(s), there shall not be any Neighborhood Expenses and Neighborhood Assessments.

1.14.1 "Neighborhood Association" means and refers to the entity, if any, created for the benefit of Owners within a specific Neighborhood.

1.14.2 "Neighborhood Assessments" means and refers to Assessments for Neighborhood Expenses provided for in this Declaration, as amended from time to time, which shall be used for the benefit of the Owners and occupants of the Parcels against which the specific Neighborhood Assessment is levied, and to maintain the properties within a specific Neighborhood. Neighborhood Assessments, if any, shall be assessed solely against the Owners in a particular Neighborhood.

1.14.3 "Neighborhood Common Area" means and refers to all real property including any improvements and fixtures thereon, owned, leased or dedicated for use or maintenance by a Neighborhood Association for the common use and enjoyment of its members, if any. If a Neighborhood is a condominium, the term shall refer to the common elements of the condominium and the real property owned by the condominium association.

1.14.4 "Neighborhood Documents" means and refers to the Declaration of Covenants or Declaration of Condominium for a Neighborhood and the Articles of Incorporation, Bylaws, Rules and Regulations and resolutions of a Neighborhood Association, if any. The provisions of the Neighborhood Documents shall be cumulative with the provisions of the Governing Documents; however, in the event of conflict between or among the provisions of the Neighborhood Documents and the Governing Documents, the latter shall be superior to the Neighborhood Documents. The foregoing priorities shall not prevent enforcement by a Neighborhood Association of provisions of the Neighborhood Documents that are stricter than those of the Governing Documents.

1.14.5 "Neighborhood Expenses" means and refers to all expenses properly incurred by the Association for a particular Neighborhood, if any.

1.15 "Terreno" means and refers to the planned unit development created pursuant to this Declaration.

1.16 "Owner" means and refers to any person or persons, entity or entities, who is or are the record owner(s) of the fee simple title to any Parcel in the Community, including the owners of Villa Units and Quad Units. The Owner of a Villa Unit is referred to herein as a "Villa Owner" in the context of provisions herein which specifically address the rights and obligations of Villa Owners, as opposed to Owners generally. The Owner of a Quad Unit is referred to herein as a "Quad Owner" in the context of provisions herein which specifically address the rights and obligations of Quad Owners, as opposed to Owners generally.

1.17 "Parcel" means and refers to any platted or unplatted lot, tract, condominium unit, or other discrete area of real property within the Community which is capable of separate conveyance and has been subjected to this Declaration, but shall exclude: Common Area; all property dedicated or deeded to Collier County, Florida, the South Florida Water Management District ("SFWMD"), the District (as defined below), or any other governmental authority, taxing district or a public or private utility, including, without limitation, roads, environmental buffers, landscape buffers, preservation and Conservation Areas and lakes. Wherever herein the term "Parcel" is used in this Declaration, it shall be interpreted as if followed by the words "and Unit constructed thereon" except where the context clearly requires otherwise. The term "Villa Parcel" is used herein in the context of provisions that relate specifically to Parcels upon which a Villa Unit is constructed, as opposed to Parcels generally. The term "Quad Parcel" is used herein in the context of provisions that relate specifically to Parcels upon which Quad Units are constructed, as opposed to Parcels generally.

1.18 "Primary Occupants" means and refers to the two (2) natural persons approved for occupancy, together with their Family, in accordance with Section 12 herein.

1.19 "Rules and Regulations" means and refers to the rules and regulations, as adopted, amended and rescinded from time to time by the Board of Directors.

1.20 "Single Family Residence" means and refers to a Unit which is restricted to occupancy only by the Owner or Primary Occupants and their Family, Guests and Tenants as further provided herein.

1.21 " Surface Water Management System" means and refers to a drainage system consisting of swales, inlets, culverts, retention ponds, ditches, water control features, floodplain compensation areas, Wetlands and any associated buffer areas and Wetland mitigation areas, detention ponds, lakes, outfalls, storm drains and other similar and/or related improvements, and all connecting pipes and easements, to the extent that any such facilities, areas or conditions apply to the Community, which is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to the permit issued by the SFWMD.

1.22 "Tenant"" means and refers to one who leases or rents from an Owner and holds temporary possession of a Unit.

1.23 "Turnover Date" means and refers to the date upon which control of a majority of the seats on the Board of Directors is transferred to the Members other than the Developer as described in Section 15 herein. "Turnover" means and refers to the process by which the Developer transfers control of the Board of Directors to the Members other than the Developer and transfers physical possession or control of those records set forth in Section 720.307 of the Act. "Turnover Meeting" means and refers to the meeting of the Members on the Turnover Date at which the Turnover is completed. The term "Members other than the Developer" does not include Builders.

1.24 "Unit" means and refers to any or all the residences which will be constructed on the Parcels, each intended for use and occupancy as a Single Family Residence, including attached Units that are not condominium units ("Villa Units") and four (4) attached Units that are not condominium units ("Quad Units"). The term "Villa Unit(s)" is used herein in the context of provisions that relate specifically to Unit(s) that are villa(s), as opposed to Unit(s) generally. The term "Quad Unit(s)" is used herein in the context of provisions that relate specifically to Unit(s) that are quad(s), as opposed to Unit(s) generally.

1.25 "Wetland" means and refers to any area within the Community identified or designated as habitat for wetland species of plants and/or animals by the SFWMD or by Collier County, Florida, or by the United States Army Corps of Engineers, or by any other agency of the State of Florida or the United States government, whether or not such area is included within the Storm Water Management System or is an isolated area that is not connected to the Storm Water Management System.

2. ORANGETREE; DISTRICT; MEDIATED SETTLEMENT AGREEMENT; WASTEWATER EFFLUENT; TERRENO; LOGO; SURROUNDING AREAS; AND WILDLIFE.

2.1 Orangetree. The Community is subject to the Declaration of General Protective Covenants and Restrictions of Orange Tree recorded in Official Records Book 1310 at Page 1536, of the Public Records of Collier County, as amended and supplemented to date ("Master Declaration"). "Master Association" means Orange Tree Homeowner's Association, Inc., the homeowners association designated in the Master Declaration. "Master Documents" means the Master Declaration, any Supplemental Declaration thereto, Articles of Incorporation, Bylaws, Rules and Regulations, architectural control guidelines, resolutions and any other exhibits, all as amended from time to time.

Each Owner becomes a member of the Master Association and that membership is appurtenant to and inseparable from ownership. Voting rights and the method of casting votes in Master Association matters is set forth in the Master Documents.

The provisions of the Governing Documents shall be cumulative with the provisions of the Master Documents; however, in the event of conflict between or among the provisions of the Governing Documents and the Master Documents, the latter shall be superior to the Governing Documents. The foregoing priorities shall not prevent enforcement by the Association of provisions of the Governing Documents that are stricter than those of the Master Documents.

2.2 Terreno Community Development District. The Community will be located within the jurisdiction of Terreno Community Development District ("District"). The District will be governed by a Board of Supervisors elected by landowners pursuant to Chapter 190, Florida Statutes. The Board of Supervisors will be independent from the Board of Directors of the Association. The District may impose and levy taxes or assessments, or both taxes and assessments on Parcels. The taxes and assessments will pay the construction, operation and maintenance costs of certain public facilities and services of the District and are set annually by the Board of Supervisors. These taxes and assessments will be in addition to Collier County and other governmental taxes and assessments, and all other taxes and assessments provided for by law. The District will have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes and its uniform state created charter.

The Developer hereby grants, and every Parcel and the Common Area is hereby burdened, with perpetual, non-exclusive easements to the extent reasonably necessary for ingress, egress, and access to, and installation, maintenance, repair and replacement of, property and facilities of the District. Any damage resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement.

The Association shall have the power, and is hereby authorized, to contract with and to cooperate with the District in order to determine that their respective responsibilities are discharged.

Each contract for the sale of a Parcel shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced type which is larger than the type in the remaining text of the contract:

TERRENO COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

2.3 Mediated Settlement Agreement; Valencia Golf and Country Club Homeowners' Association, Inc. The Community is subject to the Mediated Settlement Agreement, including the Letter Agreement dated April 1, 2019, attached hereto as Exhibit "E." To the extent negotiated by the Developer and/or the Association with Valencia Golf and Country Club Homeowners' Association, Inc.("VGCCHOA") and/or as agreed under the Letter Agreement or any assignment of obligations thereunder, the Association will be responsible for sharing the maintenance costs, on a pro rata basis based on the number of Units to be developed in the Community as compared to all homes within the VGCCHOA, for the maintenance of common areas, lakes and roadways, including but not limited to

Approach Boulevard. The Developer (for itself, and for the benefit of the owner of the Valencia Golf Course, which is not part of the Community) shall retain a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress over all roadways constructed in the Community and on those lands owned by the VGCCHOA and/or the Association. The Association may be the entity responsible for fulfillment of any obligations which may be set forth in the conservation easements for any preserve areas.

2.4 Agreement for Delivery and Use of Bulk Treated Wastewater Effluent. As contemplated by the Master Declaration, certain of the Community's irrigation needs are to be served pursuant to an irrigation agreement ("Irrigation Agreement") to be entered into between Community Resource Services, Inc. ("CRS") and the Developer (or the Association as assignee), under which the Developer will, at its cost, install irrigation lines in the Community and extend them to points of connection at a CRS source of service. The irrigation water to be provided may include wastewater effluent (or "IQ") from Collier County's wastewater treatment facilities. All costs of wastewater effluent and any other obligations pursuant to the Irrigation Agreement shall be binding upon the Community and the Association, and shall be included in Assessments levied by the Association.

2.5 "Pulte", "Terreno" or Logo. No person shall use the terms "Pulte", "Terreno", any derivative thereof or any "Pulte" or "Terreno" logos in any printed or promotional material without the prior written consent of the Developer. However, Members, realtors and other persons may use the term "Terreno" in printed or promotional matter where such term is used solely to specify that a particular Parcel is located within Terreno. The Association shall be entitled to use the term "Tereno" in its name.

2.6 Surrounding Areas. THE DEVELOPER MAKES NO REPRESENTATIONS, WHATSOEVER, WITH REGARD TO THE CURRENT OR FUTURE DEVELOPMENT OR USE OF ANY OF THE SURROUNDING PROPERTIES OR WHAT MIGHT EVENTUALLY BE CONSTRUCTED UPON ANY OF THE SURROUNDING PROPERTIES, IF ANYTHING. THE CURRENT ZONING DESIGNATIONS OF ALL SURROUNDING PROPERTIES CAN BE RESEARCHED AT THE PLANNING AND ZONING OFFICES. IF THE CURRENT AND/OR POTENTIAL FUTURE DEVELOPMENT AND/OR USES OF THESE PROPERTIES ARE IMPORTANT TO A BUYER'S DECISION TO PURCHASE A UNIT IN THE COMMUNITY, THE BUYER SHOULD PERFORM AN INDEPENDENT INVESTIGATION. BUYERS ACKNOWLEDGE AND AGREE THAT THE DEVELOPER SHALL HAVE NO OBLIGATION OR LIABILITY TO BUYERS AS TO THE CURRENT OR FUTURE DEVELOPMENT OR USE OF ANY OF THE SURROUNDING PROPERTIES.

2.7 Wildlife. BY ACCEPTANCE OF A DEED, ALL BUYERS/OWNERS ACKNOWLEDGE THAT AREAS OF THE COMMUNITY OR PROPERTY IN THE PROXIMITY OF THE COMMUNITY MAY CONTAIN WILDLIFE INCLUDING, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, BOBCATS, PANTHERS, OPOSSUMS, ARMADILLOS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS, BIRDS OF PREY, RODENTS, FOXES, ETC. THE DEVELOPER AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING OR CONTROLLING SUCH WILDLIFE OR NOTIFYING BUYERS/OWNERS OR PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER, TENANT, ALL OTHER OCCUPANTS OF HOMES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY AND TO BE AWARE OF THEIR SURROUNDINGS.

3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Common Area shall be by the Association, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. A copy of the Articles of Incorporation is attached as Exhibit "B."

3.2 Bylaws. A copy of the Bylaws is attached as Exhibit "C."

3.3 Delegation of Management. The Association may contract for the management and maintenance of the Community and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

3.4 Membership. Every person or entity who is an Owner shall be a Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights.

(A) Class "A". Class "A" Members shall be the Owners, with the exception of the Class "B" Member. Class "A" Membership shall become effective upon the last to occur of the following:

(1) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Collier County, Florida.

(2) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(3) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (2)-(3) above shall not release the Owner from the obligation to comply with the Governing Documents, but shall otherwise preclude such Owner from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

(B) Class "B". The Class "B" Member shall be the Developer or any successor to the Developer's development rights and obligations.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based.

3.5 Voting Interests. In accordance with Section 720.301(13) of the Act, the term "Voting Interest" means the voting rights distributed to the Members pursuant to the Governing Documents. The Class "A" Members of the Association are entitled to one (1) vote for each Parcel they own. The total number of Class "A" votes shall not exceed the total number of Parcels subject to this Declaration. The vote of a Parcel is not divisible. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title. If a Parcel is owned jointly by two (2) or more natural persons who are not acting as trustees, that Parcel's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be.

The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provided that subsequent to the Turnover Date, the Class "B" Member shall be entitled to one (1) vote for each Parcel it owns.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 3.5 above, unless the joinder of all Owners is specifically required.

3.7 Change of Membership. A change of membership shall be established as provided in Section 3.4 above; and the membership of the prior Owner shall thereby be automatically terminated.

3.8 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.9 Association As Owner of Parcels. The Association has the power to purchase Parcels and Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

3.10 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants. A copy of the up to date roster shall be available to any Owner upon request, subject to the exclusion of information that is protected from disclosure pursuant to the Act.

3.11 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Common Area, the Association shall not be liable to Owners for property damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

3.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

3.13 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents.

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS AND CHARGES.

4.1 Creation of Lien and Personal Obligation for Assessments and Charges. Subject to the limitations on Assessment liability set forth elsewhere in this Declaration, the Developer, for each Parcel within the Community, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) the Parcel's pro rata share of annual Assessments based on the annual budget adopted by the Association (other than Neighborhood Assessments, if any, which shall be shared solely by the Owners in a particular Neighborhood);

(B) the Parcel's pro rata share of special Assessments for Association expenditures not provided for by annual Assessments (other than special Neighborhood Assessments, if any, which shall be shared solely by the Owners in a particular Neighborhood);

(C) Neighborhood Assessments, if any;

(D) any charges against less than all of the Parcels specifically authorized in this Declaration or the Bylaws;

(E) initial contributions, as authorized pursuant to Section 4.9 below and as determined by the Developer. Initial contributions are not Assessments;

(F) resale assessments, as authorized pursuant to Section 4.10 below ("Resale Assessments");

(G) Assessments for the costs of the Association maintaining, repairing and replacing lawns and landscaping (including irrigation equipment), as set forth in Section 7.1 below ("Landscaping Assessments"). Landscaping Assessments shall vary by amount based upon the size of Parcels. Landscaping Assessments shall be considered Assessments, except that Landscaping Assessments shall vary by amount based upon the size of Parcels and will be shared solely by the Owners of Parcels of the same size;

(H) Assessments levied solely against Villa Parcels and Villa Owners ("Villa Assessments"), including:

(1) each Villa Parcel's pro rata share of annual Villa Assessments based on the annual budget adopted by the Association; and

(2) each Villa Parcel's pro rata share of special assessments for Association expenditures relating solely to Villa Parcels not provided for by annual Villa Assessments.

(I) Assessments levied solely against Quad Parcels and Quad Owners ("Quad Assessments"), including:

(1) each Quad Parcel's pro rata share of annual Quad Assessments based on the annual budget adopted by the Association; and

(2) each Quad Parcel's pro rata share of special assessments for Association expenditures relating solely to Quad Parcels not provided for by annual Quad Assessments.

Villa Parcels, Villa Owners and purchasers of Villa Parcels and Quad Parcels, Quad Owners and purchasers of Quad Parcels are also subject to all Assessments, charges, initial contributions and Resale Assessments that are applicable to Parcels, Owners and purchasers generally, as described in this Section 4 and elsewhere in the Governing Documents.

(J) A Food and Beverage Minimum Assessment, as authorized pursuant to Section 4.12 below.

Assessments and charges shall be established and collected as provided herein and in the Bylaws. The Assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the

transferor for all unpaid Assessments and charges coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to the Developer Builders and first mortgagees (or their successors or assignees as a subsequent holder of the first mortgage), no Owner may be excused from the payment of Assessments unless all Owners are similarly excused.

4.2 Share of Assessments. Except as otherwise provided as to the Developer Builders and first mortgagees (or their successors or assignees as a subsequent holder of the first mortgage) or as otherwise provided pursuant to this Declaration, each Parcel (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all Assessments. A Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a final certificate of occupancy has not been issued, shall pay Assessments equal to five (5) percent (5%) of the Assessments which are payable by Parcels containing a Unit for which a final certificate of occupancy has been issued. All Common Area, and any property dedicated to and accepted by any governmental authority, taxing district, SFWMD, the District or public or private utility shall be exempt from payment of Assessments and charges.

4.3 Developer Subsidy. Notwithstanding anything to the contrary contained in this Declaration, at any time prior to the Turnover Date the Developer may elect, for each fiscal year or portion thereof, to: (a) pay Assessments on its Parcels that are subject to this Declaration as set forth in Section 4.2 hereof; or (b) not pay Assessments on its Parcels that are subject to this Declaration and in lieu thereof, to pay the difference between (i) the lesser of the budgeted or actual expenses incurred by the Association, **BUT NOT ANY CAPITAL IMPROVEMENT COSTS, CONTRIBUTIONS TO RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE, AS WELL AS ANY OTHER RESERVES THAT THE ASSOCIATION OR THE DEVELOPER MAY BE REQUIRED TO FUND PURSUANT TO ANY STATE, MUNICIPAL, COUNTY OR OTHER GOVERNMENTAL STATUTE OR ORDINANCE, SPECIAL ASSESSMENTS, OPERATING EXPENSES OR ANY OTHER ASSESSMENTS RELATED TO DEVELOPER'S PARCELS**; and (ii) the amount of revenues earned (either received or receivable) from all sources (including, without limitation, Assessments, Resale Assessments, initial contributions, interest, late charges, transfer fees, fines, charges and other income sources and any surplus carried forward from the preceding year(s). The option described in (b) above shall be referred to herein as the "Developer Subsidy". Any amounts paid by the Developer that exceed the Developer Subsidy obligation are referred to herein as "surplus" and shall be considered a loan from the Developer to the Association. Any surplus may either be paid to the Developer after the conclusion of the fiscal year upon demand or carried forward to the next fiscal year. Any surplus remaining at the Turnover Date shall be paid to the Developer upon demand.

The Developer's election to choose the Developer Subsidy option may be evidenced by a notation in the Association's budget for the subsequent fiscal year or portion thereof, or otherwise. If the Developer fails to make an election prior to the beginning of any fiscal year, it shall be deemed to have elected the option chosen in the prior fiscal year unless it subsequently notifies the Association in writing that it wishes to use the alternate option with respect to its Parcels. The Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions. The Developer shall not be obligated to fund the Developer Subsidy until needed by the Association to fund cash expenditures by the Association.

The Developer may (but is not obligated to) loan, advance or otherwise make payments, "in kind" contributions of services or materials (or a combination thereof) to the Association to assist the Association in meeting its financial obligations, in addition to the Developer's obligation to either pay Assessments (to the extent required pursuant to Section 4.2 above) or fund the Developer Subsidy.

Notwithstanding anything to the contrary contained in this Declaration, if, prior to the Turnover Date, the Developer loans, advances or otherwise makes payments, "in kind" contributions of services or materials (or a combination thereof) in excess of its Assessment or Developer Subsidy obligations, any such excess sums shall be repaid to the Developer upon demand.

After the Turnover Date, the Developer shall pay Assessments on its Parcels that are subject to this Declaration, but the amount to be paid for a particular Parcel shall be determined by whether the Parcel contains a Unit which has been issued a final certificate of occupancy as of when the particular Assessment becomes due (i.e., as of the commencement of the fiscal year if the Assessment is billed annually, or as of the commencement of the quarter if the Assessment is billed quarterly). As set forth in Section 4.2 above, a Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a final certificate of occupancy has not been issued, shall pay Assessments equal to five (5) percent (5%) of the Assessments which are payable by Parcels containing a Unit for which a final certificate of occupancy has been issued.

4.4 Establishment of Liens. Any and all Assessments and charges levied by the Association or collected on its behalf in accordance with the provisions of the Governing Documents, together with interest at the highest rate allowed by law, late fees, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel against which such Assessment(s) or charge(s) are made, and shall also be the personal obligation of the Owner of such Parcel. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments and charges, or release his Parcel from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his Parcel. The continuing lien may be perfected by the Association recording a Claim of Lien in the Public Records of Collier County, Florida, setting forth the description of the Parcel, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid Assessment and charge as of the date the Claim of Lien is recorded. The Claim of Lien may be executed by either an officer of the Association or its legal counsel. The effectiveness of the Claim of Lien shall relate back to the date this Declaration was recorded in the Public Records of Collier County, Florida. However, with respect to first mortgages of record, the Association's lien is effective from and after recording of a Claim of Lien in the Public Records of Collier County, Florida. A Claim of Lien shall secure payment of all Assessments and charges due at the time of recording (including interest, late fees, costs and attorney's fees as provided above), as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4.5 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid Assessments and charges shall be subordinate and inferior to the lien of all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto. The Association's lien shall be subordinate and inferior to: all taxes, and other levies which by law would be superior thereto; and the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded prior to the first mortgage, but shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment and charges coming due after foreclosure or conveyance in lieu of foreclosure. When a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage obtains title to a Parcel as a result of a foreclosure of its first mortgage in which it sues the Owner and initially joins the Association in the mortgage foreclosure action, or obtains title to a Parcel as a result of a deed in lieu of foreclosure, such first mortgagee or its successor or assignee as a subsequent

holder of the first mortgage which acquires title shall be liable for unpaid Assessments and charges except as may be limited by the Act as it now exists and as it may be amended from time to time, plus interest, late fees, collection costs and attorneys' fees and costs incurred by the Association. Any Assessments and charges that such first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which acquires title to a Parcel is not obligated to pay the Association pursuant to the Act shall be deemed to be Common Expenses collectible from Owners of all of the Parcels in the Community, including such acquirer, its successors and assigns. However, if the Association's Claim of Lien was recorded prior to the first mortgage, the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which obtains title shall be liable for all unpaid Assessments and charges plus interest, late fees, collection costs and attorneys' fees.

4.6 Collection of Assessments and Charges. If any Owner fails to pay any Assessment or charge, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such Assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late fee not to exceed the greater of Twenty-Five Dollars ($25.00) or five percent (5%) of the amount of each Assessment installment that is paid past the due date. The late fee shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To deny Association approval of any proposed lease of the Owner's Unit.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the manner set forth in the Act.

(D) To bring an action at law for a money judgment against the Owner without waiving its right to foreclose its lien.

(E) To suspend use rights to the Common Area and other facilities if the Owner is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association.

Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent Assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687, Florida Statutes and is not a fine. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

4.7 Certificate. Within ten (10) business days after receiving a written or electronic request for an estoppel certificate from an Owner or the Owner's designee, or a Parcel mortgagee or the Parcel mortgagee's designee, the Association shall issue the estoppel certificate signed by a Director, authorized agent or authorized representative of the Association, including any authorized agent, authorized representative or employee of a management company authorized to complete the estoppel certificate on behalf of the Board of Directors or the Association. The Association shall otherwise comply with Section 720.30851 of the Act, as amended from time to time. The Association may charge a reasonable fee for the preparation and delivery of an estoppel certificate.

4.8 Neighborhood Assessments. In addition to the Assessments shared by all Owners and Parcels on a pro rata basis, the Board of Directors may annually levy Neighborhood Assessments covering estimated Neighborhood Expenses for a particular Neighborhood, if the Developer creates Neighborhood(s). The Owners and Parcels in a particular Neighborhood shall be obligated to pay Neighborhood Assessments pro rata based upon the number of Parcels in that Neighborhood. The Board of Directors shall also have the authority to levy special Neighborhood Assessments against the Owners and Parcels in a particular Neighborhood, in the manner set forth in Section 6.5 of the Bylaws.

4.9 Initial Contributions. Upon the initial conveyance of title to a Parcel from the Developer or a Builder, a non-refundable contribution in an amount determined by the Developer shall be made by the purchaser of such Parcel to the Association, to be used to pay Common Expenses. Notwithstanding anything to the contrary contained in this Declaration, the Developer, Builders and their subsidiaries, affiliates, successors and assigns, shall be exempt from payment of the contributions required by this Section 4.9.

4.10 Resale Assessments. Unless otherwise prohibited by FNMA, VA, HUD, FHA, FHLMC, or other similar governmental or quasi-governmental agency, a Resale Assessment shall be due and payable to the Association by the transferee upon the conveyance of title to a Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Developer or a Builder. Prior to the Turnover Date, the Developer shall determine the amount of the Resale Assessment. Subsequent to the Turnover Date, the Board of Directors shall determine the amount of the Resale Assessment for a particular calendar year. The Board of Directors may increase the Resale Assessment in subsequent calendar years, but the amount shall not increase by more than ten percent (10%) over the previous calendar year. The Resale Assessment will be collected at closing and, upon payment, may be used to pay Common Expenses. Payment of the Resale Assessment shall be the legal obligation of the transferee of the Parcel. For the purposes of this Section 4.10, the term "conveyance" shall mean the transfer of title to a Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. With the exception of the Developer or a Builder, if the Owner is a corporation, limited liability company or other business entity, the term "conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. With the exception of the Developer or a Builder, if the Owner is a partnership, the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a "conveyance" within the meaning of this Section 4.10. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Assessment: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; (d) to an Institutional Mortgagee or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure; and (e) to the Developer, a Builder or their subsidiaries, affiliates, successors and assigns. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (e) above, the Resale Assessment shall be due and payable. Notwithstanding anything to the contrary contained in this Declaration, in no event shall the Developer, a Builder or their subsidiaries, affiliates, successors and assigns be obligated to pay the Resale Assessment.

4.11 One-Time Payment. The Developer reserves the right to collect from each purchaser, at the time such purchaser acquires title to a Parcel from the Developer or a Builder, a one-time payment in

an amount set by the Developer from time to time, which payment may be used by the Developer for any purpose in its sole discretion (the "One-Time Payment"). The One-Time Payment is not an Assessment or a capital contribution and shall not be considered as an advance payment of Assessments, nor a reserve. Notwithstanding anything to the contrary contained in this Declaration, the One-Time Payment shall be paid at the time a Parcel is conveyed by the Developer or a Builder to a third party purchaser, it being the intent hereof that the Developer and Builders, and their subsidiaries, affiliates, successors and assigns, shall be exempt from payment of the One-Time Payment.

4.12 Food and Beverage Minimum Assessment. The Developer and the Association reserve the right to impose an annual Food and Beverage Minimum Assessment on all Owners as a Common Expense. If imposed, each Parcel and the Owner thereof shall pay a Food and Beverage Minimum Assessment in the amount determined by the Board of Directors, which shall be due and payable in full at the same time as the first installment of the annual Assessment is due and payable. For example, if the first installment of the annual Assessment is due and payable on January 1st, the Food and Beverage Minimum Assessment shall also be due and payable on January 1st. The Food and Beverage Minimum Assessment must be used in full by the end of the fiscal year. Therefore, no unused Food and Beverage Minimum within a fiscal year shall be reimbursed or carried over to the following fiscal year.

4.13 Enforcement Against Tenants. Subject to the procedures and limitations set forth in Section 720.3085(8) of the Act, if a Parcel is occupied by a Tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Tenant pay the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Parcel have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Parcel. The Association may evict the Tenant if the Tenant fails to make a required payment to the Association.

In the event that Section 720.3085(8) is removed from the Act, the remainder of this Section 4.13 shall be applicable to the Association's ability to collect rent from a Tenant. If an Owner has leased his Parcel and the Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Parcel have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Parcel. If the Tenant paid rent to the Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the Tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Owner until the Association releases the Tenant or the Tenant discontinues tenancy in the Parcel. The liability of the Tenant may not exceed the amount due from the Tenant to the Owner. The Owner shall provide the Tenant a credit against rents due to the Owner in the amount of moneys paid to the Association. The Association may evict the Tenant if the Tenant fails to make a required payment to the Association. However, the Association shall not be considered a landlord under Chapter 83, Florida Statutes. The Tenant shall not, by virtue of payment of monetary obligations to the Association, have any of the rights of an Owner. The Board shall have the authority as a condition of approving a lease to require that the Tenant and the Owner enter into a lease addendum that provides that all lease payments shall be paid to the Association during such time as the Owner is delinquent in paying any monetary obligation owed to the Association. Alternatively, the Association may require that such language be included in the lease.

5. ARCHITECTURAL AND AESTHETIC CONTROL

5.1 Necessity of Architectural Review and Approval. Except for the Developer and Builders, no Owner shall make or permit the making of any alterations or additions to his Parcel (including landscaping), or in any manner change the exterior appearance of any portion of the Unit, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Community, in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No review or approval by the Architectural Reviewer shall imply or be deemed to constitute an opinion by the Architectural Reviewer, nor impose upon the Architectural Reviewer, the Association, the Board of Directors, the Developer, Builders, nor any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity, design, quality of materials, and compliance with building code or life and safety requirements. The scope of any such review and approval by the Architectural Reviewer is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Community.

5.2 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the Architectural Reviewer. Prior to the Turnover Date, the Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. The Developer shall have the authority to process applications in its sole discretion and procedures and in accordance with its building plans, specifications, plan of development, aesthetic requirements and any Architectural Review Guidelines. Prior to the Turnover Date, the Developer may designate a third party with authority to process and approve applications as required in this Section 5. Following the Turnover Date, the Association shall be the Architectural Reviewer, whether through the Board of Directors or an Architectural Review Committee. The Architectural Review Guidelines shall in no event apply to the Developer and Builders, whether before or after the Turnover Date.

5.3 Powers and Duties of Architectural Reviewer. When the Association is acting as the Architectural Reviewer, the Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to the Architectural Review Guidelines. Any modification or amendment to the Architectural Review Guidelines shall be consistent with the provisions of this Declaration. As long as the Developer owns at least one (1) Parcel or other property in the Community, the Architectural Reviewer shall not alter the Architectural Review Guidelines, without the Developer's prior written consent, which consent may be denied in the Developer's discretion.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction or placement of which is proposed upon any Parcel in the Community, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Parcel and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Review Guidelines. Upon request by the Architectural Reviewer, the proposed contractor(s) shall supply a copy of all required business licenses and evidence of insurance with such coverages and amounts as the

Architectural Reviewer may reasonably require. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have sixty (60) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said sixty (60) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel in the Community and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site. The granting of a variance shall not prevent the Architectural Reviewer from denying a variance in other circumstances.

(E) To adopt a schedule of reasonable fees and security deposits for processing requests for approval or proposed improvements. Such fees and security deposit(s), if any, shall be payable to the Association by check or money order at the time that plans and specifications are submitted to the Architectural Reviewer and subsequently if the Architectural Reviewer requires. In the event such fees and security deposit(s), as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Section 5 are not paid by the Owner and the contractor who will perform the work, such fees, security deposit(s), costs and expenses shall become a lien on the Owner's Parcel. The Architectural Reviewer may, as a condition to issuing approval, require the Owner to pay the Association a security deposit in the amount of up to Five Thousand Dollars ($5,000.00) and require the contractor who will perform the work to pay the Association an additional security deposit in an amount determined by the Architectural Reviewer. The security deposit(s) shall cover damage to the Common Area caused by or related to any work performed or ordered to be performed by the Owner, costs, attorney's and professional fees the Association incurs as a result of violations of the Governing Documents or defective work. Upon satisfactory completion of the work in accordance with the approved plans and specifications, the Association shall return the security deposit(s) to the Owner and the contractor, as applicable, less any damage to the Common Area and costs, attorney's and professional fees the Association has incurred. In the event the amount of damage, costs, attorney's and professional fees exceeds the sum of Five Thousand Dollars ($5,000.00) plus any additional security deposits the Association requires the contractor to pay, the Association may collect such amount in the same manner as unpaid Assessments.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

5.4 Architectural Control by Developer. Prior to the Turnover Date, the Developer shall act as the Architectural Reviewer, provided that prior to the Turnover Date, the Developer may designate a third party with authority to process and approve applications as required in this Section 5. The Developer may process applications from Owners seeking approval for any alterations or additions to a Parcel, or in any manner to change the exterior appearance of any portion of a Unit, in accordance with its sole discretion and procedures and its building plans, specifications, plan of development and aesthetic requirements. In the event that an Owner makes improvements, additions or modifications without the Developer's prior approval, the Developer may enforce the terms of the Governing Documents in the same manner as granted to the Association, or may delegate enforcement of the Governing Documents to the Association.

5.5 Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of garages by the Developer and Builders for use as sales and construction offices and other purposes. Garages shall not be used as a "woodshop" or other uses that generate unusual amounts of noise and dust unless the garage door is kept closed, provided that in no case shall such use create a nuisance.

5.6 Tile Roofs. All Units shall have tile roofs (unless restricted by law), unless permitted by the Developer and the Association.

5.7 Encroachments Into Lake Maintenance Easements Prohibited. Owners may not install any landscaping, improvement or structure of any kind, including, without limitation, a pool, wall, fence or screen, which encroaches into or alters the slope of any lake maintenance easement.

5.8 Developer and Builder Construction. The restrictions set forth in this Section 5 shall not apply to the Developer and Builders. The Developer reserves the right to alter the plan of development and architectural style of the Community, Parcels and Units as it deems desirable in its sole discretion. The ability of a Builder to vary the architectural style of Parcels and Units shall be subject to a contractual agreement between a Builder and the Developer.

5.9 Prohibition on Grading Modifications and Impairment of Drainage. The Association and Owners are prohibited from modifying grading on any property in the Community that is detrimental to properties that are adjacent to the Community. The Association and Owners are also prohibited from installing any landscaping, improvements or structures or doing any work in the Community that impairs the Surface Water Management System.

5.10 Other Approvals Required. Approvals granted by the Architectural Reviewer pursuant to this Declaration shall not avoid the need for any approvals set forth in any Neighborhood Documents. Each Owner is responsible for obtaining all necessary governmental approvals prior to commencement of any work. The Architectural Review Guidelines of the Association shall take priority over any conflicting architectural review guidelines adopted by a Neighborhood Association, if any.

5.11 No Waiver of Future Approvals. Approval by the Architectural Reviewer pursuant to this Section 5 shall not be deemed a waiver of any right to withhold approval with respect to any similar plans, specifications, samples or other materials.

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Common Area. Every Owner and his Tenants, Guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the sidewalks, walkways and private roads, if any, which may be contained within the Common Area for use in common with all other Owners, their Tenants, Guests and invitees. The Developer shall convey the Common Area to the

Association by Quit Claim Deed(s). The Association shall be obligated to accept such conveyance(s) subject to the terms, conditions, and restrictions set forth herein and in such Quit Claim Deed(s), and without any requirement of membership approval. No title insurance, title opinion or survey shall be provided to the Association by the Developer. All costs and expenses of any conveyance of any property by the Developer to the Association shall be paid for by the Association. The Developer shall not be required to formally tender or deliver the Quit Claim Deed(s) or other instrument(s) to the Association prior to recordation in the Public Records of Collier County, Florida. Upon request, the Association shall convey back to the Developer or its designee(s), without any payment by the Developer or such designee(s), other than nominal consideration (i.e., "$10.00 and other good and valuable consideration"), and without any requirement of membership approval, any real property which has not been improved by a structure intended for recreational purposes, if originally conveyed to the Association for nominal consideration. Upon request by the Developer or the District, the Association shall convey to the District, for nominal consideration, any real property which has not been improved by a structure intended for recreational purposes. Except as otherwise limited in the Governing Documents, the portions of the Common Area in addition to those used for walkways, private roads, sidewalks or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands and improvements (including, without limitation, any roads, entrance gates, recreational amenities and meeting facilities) as in such manner as may be regulated by the Association. These easements shall be appurtenant to and shall pass with the title to every Unit subject to the following:

(A) The right and duty of the Association to levy Assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board of Directors. No such easement shall materially interfere with the rights of the Owner to use the Common Area for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Common Area and facilities thereon shall extend to the members of his Family who reside with him, and to his Tenants, Guests and invitees, except as otherwise provided in the Governing Documents.

(D) The Developer's right to permit such persons as the Developer shall designate to use the Common Areas and all recreational facilities located thereon.

THE ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF THE COMMON AREA WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OF OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY PARCEL, THE ASSOCIATION AND ALL OWNERS RELEASE THE DEVELOPER AND BUILDERS FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONSTRUCTION, CONDITION, ADEQUACY FOR ANY PARTICULAR PURPOSE OR FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH

PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

THE DEVELOPER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR ANY RECREATION AREAS. ANY INDIVIDUAL USING A RECREATION AREA SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS THE DEVELOPER, THE ASSOCIATION AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

THE DEVELOPER AND THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO MAINTAIN OR SUPPORT ACTIVITIES WITHIN THE COMMUNITY DESIGNED TO MAKE THE COMMUNITY SAFER THAN IT MIGHT OTHERWISE BE. THE DEVELOPER AND THE ASSOCIATION DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE SECURITY OF THE COMMUNITY OR THE EFFECTIVENESS OF ANY SUCH ACTIVITIES. ALL OWNERS AND OCCUPANTS IN THE COMMUNITY AGREE TO SAVE AND HOLD THE DEVELOPER, THE ASSOCIATION AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE ASSOCIATION AGREES TO SAVE AND HOLD THE DEVELOPER AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY LOSS OF CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY AND SECURITY WITHIN THE COMMUNITY.

6.2 Easements. The Developer (during any period in which the Developer has any ownership interest in the Community) shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Community and to grant access easements and to relocate any existing access easements in any portion of the Community as the Developer shall deem necessary or desirable, including, without limitation, for the following purposes: the proper construction of the Community; operation and maintenance of the Community, or any portion thereof; the general health or welfare of the Owners; to carry out any provisions of the Governing Documents; and to fulfill the Developer's obligations to any governmental authority, taxing district, a public or private utility or SFWMD. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Units. Each Parcel shall be subject to an easement in favor of all other portions of the Community for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of public or private utility lines and other similar or related facilities serving other Parcels and portions of the Community. In addition, if, by reason of original construction, shifting, settlement or movement, any Unit encroaches upon the Common Area or upon any other Parcel (including, without limitation, roof overhangs and related drainage gutters), then an easement shall exist to the extent of that encroachment as long as the encroachment exists. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Association agree that encroachments on adjacent Parcels or on Common Area due to construction shall be permitted and that an easement for such encroachments (including, without limitation, roof overhangs and related drainage gutters) and the maintenance of the structure shall exist, but such encroachments shall be to the extent permitted by the original construction, shifting, settlement or movement. The Association and its vendors, contractors and employees, are granted a blanket easement over the Common Area and Parcels for repair and maintenance and for carrying out the Association's responsibilities pursuant to this Declaration. Each Parcel shall be subject to an access easement in favor of the adjoining Owner(s) and their contractors and agents for purposes of bringing materials and construction equipment to the rear or side of the Parcel for

construction of pools or other structures. The adjoining Owner shall restore the Parcel to its previous condition following completion of such construction. Following the Turnover Date, the Association shall have the authority to grant easements on the foregoing terms, subject to the Developer's prior written consent as long as the Developer owns a Parcel or any property located in the Community.

6.3 Partition; Separation of Interest. There shall be no judicial partition of the Common Area, except as expressly provided elsewhere herein, nor shall the Developer or any Owner or any other person acquiring any interest in the Community, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel and Unit owned on co-tenancy. The ownership of any Parcel and the ownership of the Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one (1) Parcel hold membership in the Association, except for the Developer.

6.4 Construction; Maintenance. The Developer and Builders (including their agents, designees, contractors, successors and assigns) shall have the right, in their sole discretion, to enter the Community (through all access points, including the main, construction and any other entrance or other area, whether or not gated, and during all construction hours set by Collier County) and take all other action necessary or convenient for the purpose of completing the construction of any improvements or Units. As long as the Developer and Builders are liable under the terms of any warranty in favor of an Owner, the Developer and Builders (including their agents, designees, contractors, and their successors and assigns) shall have an easement of access to the Community (through all access points, including the main, construction and any other entrance or other area, whether or not gated, and during all construction hours set by Collier County) and any Parcels and Units in order to make repairs, replacements and take all other action necessary or convenient for the purpose of fulfilling their obligations.

6.5 Additional Easements. The Community (including the Parcels) shall be subject to and benefited by any and all easements which are set forth in the Governing Documents or any plat or other recorded instrument encumbering all or a portion of the Community, including, without limitation, utility easements for the installation, maintenance and repair of utilities by any utility company and drainage easements. The Community (including the Parcels) shall also be subject to a public service easement for police protection, fire protection, emergency services, postal services and meter reading. The Association shall have such easements across the Community and all Parcels as are necessary to fulfill its obligations as set forth in the Governing Documents.

6.6 Polling Place Requirement. Accommodation shall be made for future use of a portion of the Common Area for purposes of an electoral polling place in the event such requirement is imposed by Collier County.

7. MAINTENANCE OF COMMON AREA, PARCELS AND UNITS.

7.1 Association Maintenance. Notwithstanding that the Developer may initially retain ownership of the Common Area, the Association shall, pursuant to this Declaration, be responsible for the management, maintenance, insurance and operation of the Common Area. The Association shall be responsible for the maintenance, repair and replacement of the lawns and landscaping (including irrigation equipment) ("Landscaping Services") located on Parcels as originally installed by the Developer or a Builder (in the case of a Builder, only to the extent that the lawns and landscaping are substantially similar to those installed by the Developer). The Association shall maintain, repair and replace the lawns and any landscaping located adjacent to any lakes. The Association shall be responsible for the maintenance, repair and replacement of perimeter walls, if any. The Association shall be responsible for the maintenance, repair and replacement of sidewalks, except for the Owners' responsibility for sidewalks located on or in front of their Parcels, as set forth in Section 7.2 below. All

maintenance, repair and replacement which is the responsibility of the Association shall be a Common Expense, unless the Association undertakes maintenance, repair or replacement of a Parcel and Unit due to an Owner's failure to undertake the maintenance, repair or replacement.

7.2 Owner Maintenance. Owners shall maintain, repair and replace their Parcels, Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition (including, without limitation, regular exterior maintenance such as power washing), except for those portions to be maintained, repaired and replaced by the Association. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Parcel or Unit, whether with or without approval from the Architectural Reviewer, such Owner shall be deemed to have warranted to the Association and its Members that his contractor is properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Owners shall maintain, repair and replace all driveways located on or in front of their Parcels. Owners shall keep the sidewalks located on or in front of their Parcels free from impediments to pedestrian traffic. Owners must keep driveways and sidewalks clean (including by pressure washing as necessary) and free from oil, rust, stains, any aesthetic blemish, or other unsightly damage. The maintenance, repair, replacement and cleaning obligations set forth above with respect to driveways and sidewalks includes any portion located between the boundary of the Parcel and the roadway lying adjacent to the Parcel.

7.2.1 Villa Units.

Each building containing Villa Units shall contain common structural elements, which include but are not limited to:

(A) Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each building and which directly or indirectly in any way service more than one Villa Unit in such building.

(B) Party Walls. All division walls ("Party Walls") between and shared by two (2) Villa Units. The Villa Owners adjacent to a Party Wall shall own such Party Wall as tenants in common.

(C) Bearing Walls. Any and all walls or columns necessary to support the roof structure.

(D) Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each building.

(E) Foundation. The entire concrete floor slab and all foundational and support structures and appurtenances thereto.

(F) Roofs. The entire roof of a building.

7.2.1.1 Utility Easements. Each Villa Owner grants to the other Villa Owner in the same building a perpetual utility easement for water, sewer, power, telephone, internet, and other utility and service company lines and systems installed beneath or within the Villa Unit. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Villa Units within a building, and which are located beneath or within the building shall be shared equally by each of the Villa Owners in the building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by a Villa Owner, his Family member, Tenant, Guest, invitee, or agent, any expense arising therefrom shall be borne solely by such Villa Owner.

Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting only one Villa Unit within a building shall be shared solely by the Owner of such Villa Unit.

7.2.1.2 Party Walls. The center line of a Party Wall is the common boundary of the adjoining Villa Units. Each Villa Owner shall have the right to use the Party Wall jointly with the adjoining Villa Owner. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming the Party Wall. The cost of maintaining each side of the Party Wall shall be borne by the Villa Owner using said side, except as otherwise provided herein.

7.2.1.3 Roof. The entire roof of a building, any and all roof structure support, and any and all related improvements, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "Shared Roofing". Each Villa Owner shall have the right to use the Shared Roofing jointly with the other Villa Owner in the same building. The term "use" shall and does include normal usage but prohibits any form of alteration which would change the aesthetic or structure of the Shared Roofing.

7.2.1.4 Casualty Damage. If a Villa Unit is damaged through an act of God or other casualty, the affected Villa Owner shall promptly have his portion of the Villa Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the building. In the event damage or destruction of a Party Wall or Shared Roofing is caused solely by the negligence of a Villa Owner, any expense incidental to the repair or reconstruction of the Party Wall or Shared Roofing shall be borne solely by that Villa Owner. If that Villa Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to impose a charge against said Villa Owner and his Villa Parcel for the costs of such repair and reconstruction.

7.2.1.5 Maintenance, Repair and Replacement of the Exterior of the Villa Unit and Shared Roofing. Each Villa Owner shall at all times be responsible for the maintenance, repair and replacement of the exterior surfaces of his or her Villa Unit. The phrase "exterior surfaces of the Villa Unit" shall include, but not be limited to, the exterior walls and Shared Roofing. Each Villa Owner shall be obligated to maintain, repair and replace the portion of the Shared Roofing located on his Villa Unit, including, without limitation, repairing any roof leaks. No Villa Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roofing of his Villa Unit without the consent of the Architectural Reviewer. If a Villa Owner refuses or fails to maintain the exterior of the Villa Unit, the Association shall have the right to complete such maintenance and the Association shall thereafter have a charge against said Villa Owner and Villa Parcel for the costs of such maintenance.

7.2.1.6 Casualty Insurance. Each Villa Owner shall maintain casualty insurance for his or her Villa Unit in an amount equal to the replacement value thereof. The Association may, but is not obligated to require that each Villa Owner provide proof of insurance. Should any Villa Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance shall be a special charge against the Villa Owner and the Villa Parcel. The Association shall have no liability to any Villa Owner for failure to request proof of insurance or for failure to purchase insurance on behalf of the Villa Owner.

7.2.1.7 Party Fences. Walls or fences which are constructed between two adjoining Villa Parcels and are to be shared by the Owners of such adjoining Villa Parcels are "Party Fences". Party Fences that

are initially installed by the Developer shall be maintained, repaired and replaced by the Association, except that each Owner shall have the right and duty to maintain and perform superficial repairs to that portion of a Party Fence which faces such Owner's Parcel. The remainder of this Section 7.2.1.7 shall apply to Party Fences that are not initially installed by the Developer. Party Fences shall be the joint maintenance obligation of the Owners of the Villa Parcels bordering the Party Fences. Each Villa Owner shall have the right to full use of the Party Fence subject to the limitation that such use shall not infringe on the rights of the adjacent Villa Owner or in any manner impair the value of the Party Fence. Each Villa Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Villa Owner's Parcel. The cost of said maintenance and superficial repairs shall be borne solely by said Villa Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Villa Owners, the adjacent Villa Owners shall, at their joint expense, repair and rebuild said fence within 30 days. In the event it is necessary to repair or rebuild a Party Fence, the Villa Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Villa Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Villa Owner shall choose a Director of the Association to act as their arbiter. The Directors so chosen shall agree upon and choose a third Director to act as an additional arbiter. All of those Directors shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Villa Owners. Whenever any Party Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed unless otherwise agreed to by the Owners of the Party Fence and approved by the Architectural Reviewer. If such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Villa Owner, any expense incidental thereto shall be borne solely by such Villa Owner. If the Villa Owner shall refuse to repair or reconstruct the fence within 30 days, and to pay for the repair or reconstruction, the Association may have the Party Fence repaired or reconstructed and shall be entitled to a charge against the Villa Parcel of the Villa Owner so failing to pay for the amount of such defaulting Villa Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Villa Parcels shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Villa Parcels to effect necessary repairs and reconstruction.

7.2.2 Quads.

Each building containing Quad Units shall contain common structural elements, which include but are not limited to:

(A) Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each building and which directly or indirectly in any way service more than one Quad in such building.

(B) Party Walls. All division walls ("Party Walls") between and shared by 2 or more Quads. The Quad Owners adjacent to a Party Wall shall own such Party Wall as tenants in common.

(C) Bearing Walls. Any and all walls or columns necessary to support the roof structure.

(D) Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each building.

(E) Foundation. The entire concrete floor slab and all foundational and support structures and

appurtenances thereto.

(F) Roofs. The entire roof of a building.

7.2.2.1 Utility Easements. Each Quad Owner grants to the other Quad Owner in the same building a perpetual utility easement for drainage, water, sewer, power, telephone, internet, and other utility and service company lines and systems installed beneath or within the Quad. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Quads within a building, and which are located beneath or within the building shall be shared equally by each of the Quad Owners in the building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by a Quad Owner, his Family member, Guest, Tenant, invitee or agent, any expense arising therefrom shall be borne solely by such Quad Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting only one Quad within a building shall be shared solely by the Owner of such Quad.

7.2.2.2 Party Walls. The center line of a Party Wall is the common boundary of the adjoining Quads. Each Quad Owner shall have the right to use the Party Wall jointly with the adjoining Quad Owner. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming the Party Wall. The cost of maintaining each side of the Party Wall shall be borne by the Quad Owner using said side, except as otherwise provided herein.

7.2.2.3 Roof. The entire roof of a building, any and all roof structure support, and any and all related improvements, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "Shared Roofing". Each Quad Owner shall have the right to use the Shared Roofing jointly with the other Quad Owner in the same building. The term "use" shall and does include normal usage but prohibits any form of alteration which would change the aesthetic appearance or structure of the Shared Roofing.

7.2.2.4 Casualty Damage. If a Quad is damaged through an act of God or other casualty, the affected Quad Owner shall promptly have his portion of the Quad repaired and rebuilt substantially in accordance with the architectural plans and specifications of the building. In the event damage or destruction of a Party Wall or Shared Roofing is caused solely by the negligence of a Quad Owner, any expense incidental to the repair or reconstruction of the Party Wall or Shared Roofing shall be borne solely by that Quad Owner. If that Quad Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to impose a charge against said Quad Owner and his Parcel for the costs of such repair and reconstruction.

7.2.2.5 Maintenance, Repair and Replacement. Each Quad Owner shall be responsible for the maintenance, repair and replacement of his or her Quad, except that the Association shall be responsible for preventative termite protection service. The Board of Directors shall determine the frequency of the Association performing such obligations. Except as set forth in the preceding sentence, the Association may, but shall have no obligation, to maintain and repair Quads. No Quad Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or Shared Roofing of his Quad without the consent of the Architectural Reviewer. If a Quad Owner refuses or fails to maintain or repair his or her Quad, the Association shall have the right, but not the obligation, to complete such maintenance or repair, and the Association shall thereafter have the right to impose a charge against said Quad Owner and his or

her Parcel for the costs of such maintenance and repair. When the Association performs preventative termite protection service or if the Association voluntarily assumes the maintenance and repair of Quads (i.e., does work that is other than maintenance or repair of an individual Quad due to the Quad Owner's failure to perform maintenance or repair), amounts that the Association levies against Quad Owners and their Parcels are Neighborhood Assessments, whether regular or special.

7.2.2.6 Casualty Insurance. Each Quad Owner shall maintain casualty insurance for his or her Quad in an amount equal to the replacement value thereof. The Association may, but is not obligated, to require that each Quad Owner provide proof of insurance. Should any Quad Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance shall be a special charge against the Quad Owner and his or her Parcel. The Association shall have no liability to any Quad Owner for failure to request proof of insurance or for failure to purchase insurance on behalf of the Quad Owner.

7.2.2.7 Party Fences. Walls or fences which are constructed between two adjoining Parcels and are to be shared by the Owners of such adjoining Parcels are "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Parcels bordering the Party Fences. Each Quad Owner shall have the right to full use of the Party Fence subject to the limitation that such use shall not infringe on the rights of the adjacent Quad Owner or in any manner impair the value of the Party Fence. Each Quad Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Quad Owner's Parcel. The cost of said maintenance and superficial repairs shall be borne solely by said Quad Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Quad Owners, the adjacent Quad Owners shall, at their joint expense, repair and rebuild said fence within 30 days. In the event it is necessary to repair or rebuild a Party Fence, the Quad Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Quad Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Quad Owner shall choose a Director of the Association to act as their arbiter. The Directors so chosen shall agree upon and choose a third Director to act as an additional arbiter. All of those Directors shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Quad Owners. Whenever any Party Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed unless otherwise agreed to by the Owners of the Party Fence. If such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Quad Owner, any expense incidental thereto shall be borne solely by such Quad Owner. If the Quad Owner shall refuse to repair or reconstruct the fence within 30 days, and to pay for the repair or reconstruction, the Association may have the Party Fence repaired or reconstructed and shall be entitled to a charge against the Parcel of the Quad Owner so failing to pay for the amount of such defaulting Quad Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Parcels shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Parcels to effect necessary repairs and reconstruction.

7.3. Alterations and Additions to Common Area. Material alterations or substantial additions to the Common Area may be undertaken and funds necessary levied as special Assessments by the Association only upon approval by a majority of the Board of Directors. The Developer's consent shall also be required until the Developer conveys the last Parcel that may be submitted to the terms of this Declaration.

7.4 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with these provisions, after fourteen (14) days' notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and Unit into conformity and the expenses of doing so shall be an obligation of the Owner collectable as a special Assessment against that Parcel. The Association is granted an easement upon the Parcel and its improvements for these purposes. In the alternative, the Association may institute legal proceedings to compel the Owner to observe his obligations set forth in the Governing Documents.

7.5 Negligence; Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Units, or personal property made necessary by his act or negligence, or by that of any member of his Family or his Guests, employees, agents, or Tenants. Each Owner has a duty to maintain his Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Area or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Area or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Association may, but is not obligated to repair the damage and hold the responsible party liable for all costs, secured by a lien against the applicable Parcel, which lien may be foreclosed in the same manner as the Association's Claim of Lien.

7.6 Developer's Lien. In the event the Association fails to maintain, replace or repair as herein provided, upon thirty (30) days' notice to the Association, the Developer or its designee shall have the right, without being obligated to do so, to enter upon the Community and cause said maintenance, replacement, or repair to be made, and in such event, the Developer shall have a lien upon the Community, including all Parcels therein, for the costs thereof, including, without limitation, interest, court costs and reasonable attorneys' fees and appellate attorneys' fees incurred by the Developer in collecting the sums expended by it. The aforesaid lien may be foreclosed in the same manner as the Association's Claim of Lien. In the event of an emergency situation threatening the health and welfare of the residents, the Developer may immediately enter upon the Community and cause such maintenance replacements or repairs to be made forthwith and without the requirement of any prior notice thereof, and the Developer shall have an enforceable lien upon the Community as described above.

7.7 Surface Water Management System. The permit issued by SFWMD as of this date is attached hereto as Exhibit "D" ("Permit"). Copies of the Permit and any future SFWMD actions shall be maintained by the Association and/or its registered agent for the Association's benefit. The District shall maintain and operate the Surface Water Management System within the Community (except for such portions, if any, that are within the Association's maintenance responsibility pursuant to the Permit or agreement with the District) in accordance with the Permit and any other permit(s) and regulations of SFWMD and/or its successor, and shall allocate sufficient funds in its annual budget for such obligations. To the extent required by the Permit or agreement with the District, it shall be the Association's responsibility to successfully meet and complete all Permit conditions associated with any Wetland and Conservation Area mitigation, success criteria, maintenance and monitoring. The Association shall allocate sufficient funds in its annual budget for such mitigation, maintenance and monitoring of Wetland mitigation area(s) and Conservation Areas each year until SFWMD determines that the area(s) is successful in accordance with the Permit. Operation, maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Permit. The Wetland Mitigation/Maintenance/Monitoring Plan for the Conservation Areas is attached hereto as Exhibit "F." SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water

Management System or in any mitigation or Conservation Areas under the responsibility or control of the Association. No construction activities may be conducted relative to any portion of the Surface Water Management System. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the Community includes a Wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SFWMD. Construction and maintenance activities which are consistent with the design and Permit conditions approved by SFWMD in the Permit may be conducted without specific written approval from SFWMD. Neither the Developer, the Association, nor any Owner shall take any action which modifies the Surface Water Management System in a manner which changes the flow or drainage of surface water. Any amendment which would affect the Surface Water Management System and Conservation Areas or easements, including the water management portions of the Common Area must have the prior approval of SFWMD, Collier County and any other governmental authority with jurisdiction. The Developer or the District may reconfigure the size and location of the lakes, but only to the extent permitted by SFWMD and any other governmental authority with jurisdiction. The Developer and the District shall have an easement over the Community for purposes of accessing the lakes and ancillary drainage facilities. The lakes shall not be available for use by Owners (except for catch and release fishing and non-motorized watercraft (e.g., kayaks, canoes and paddleboards), to the extent allowed by the Permit and the Board of Directors) or the Association, nor shall they in any manner interfere with or alter the Surface Water Management System or interfere with the access rights of any entity responsible for its maintenance. All Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the control of SFWMD, the Developer, District and the Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. None of the entities mentioned in the preceding sentence shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality. THE ASSOCIATION, DISTRICT AND THE DEVELOPER MAKE NO REPRESENTATIONS WITH RESPECT TO LAKE WATER LEVELS.

To the extent that the Association has any maintenance obligations with respect to the Surface Water Management System, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of any Wetland mitigation area(s) each year until the District determines that the area(s) is/are successful in accordance with the Permit.

To the extent that the Association has any maintenance obligations with respect to the Surface Water Management System, then in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System shall be transferred to and accepted by a similar non-profit organization or entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

The Developer may establish natural vegetative buffers between the Parcels and any jurisdictional Wetland preserve and/or conservation tract as may be required by SFWMD, which buffer shall not be located within the boundaries of a Parcel unless otherwise approved by SFWMD. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of the preserve tracts, which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. If the buffer is located within a separate tract, the tract shall be dedicated on the plat to the Association along with all maintenance responsibilities and, if necessary, to any governmental or quasi-governmental entities with no maintenance responsibilities. All Owners shall comply with the requirements of all governmental or quasi-governmental agencies or authority having jurisdiction.

The Developer has caused or will cause to be constructed within the geographic area shown on a plat, drainage canals, lakes and drainage retention/detention lakes or ponds. These drainage structures are part of the overall drainage plan for the Community. The Developer may create conservation easements encumbering all or part of the Common Area, and/or portions of the Parcels conveyed to Owners to preserve the natural condition of Wetlands, uplands or buffer areas. The Association shall have unobstructed ingress to and egress from all retention/detention lakes or ponds and lakes as well as all conservation easements at all reasonable times to maintain said lakes or ponds, lakes and conservation easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Community drainage facilities without the express prior written consent of the Developer and the Association. Further, where an Owner's Parcel is contiguous to any of the drainage facilities of The Community, such Owner shall keep his or her Parcel so that the utilization of such Owner's Parcel will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

To the extent that the Association has any maintenance obligations with respect to the Surface Water Management System, the Association shall maintain, as part of the Common Area, drainage structures for the Community, the Conservation Areas and other environmentally significant Common Area, and comply with conditions of the Permit, Department of Environmental Protection, and U.S. Army Corps of Engineers for the Surface Water Management System, Conservation Areas, or other environmentally significant Common Area, including, without limitation, installation of and perpetual maintenance of all signage required by the Permit. All such areas shall be defined, identified, and described as such on all plats of the Community, or may be granted by separate easements recorded in the Public Records of Collier County, Florida.

No Owner shall alter Wetlands, upland buffers to Wetlands, archeological sites, and Wetland compensation areas with the Conservation Areas described in all approved permits and Plats of the Community from their natural/permitted condition as indicated in the Permit, with the exception of exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan included in any conservation easement. Exotic vegetation may include, but is not limited to, Melaleuca, Brazilian pepper, Australian pine, Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow, grape vine and torpedo grass. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure. It shall be the responsibility of all Owners to comply with the construction plans for the Surface Water Management System approved by the applicable permitting agencies. The Association shall, when requested by the Developer or the District, accept transfer of the Permit and any other SFWMD permits applicable to the Community. The conditions of the Permit and any other SFWMD permits include monitoring and record keeping schedules and maintenance.

The Association shall take enforcement action against Owners as necessary to enforce the conditions of all governmental permits applicable to the Surface Water Management System, Conservation Areas and upland buffer areas.

Within any Conservation Area or any wet detention lake or pond (as such lakes or ponds are designated by SFWMD), no Member shall remove any native vegetation (including cattails) that may become established therein. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan. It shall be the Association's responsibility to successfully meet and complete all conditions associated with annual exotic nuisance plant species maintenance and monitoring. The Association shall

allocate sufficient funds as a line item in its annual budget for such maintenance and monitoring. Inquiries regarding provisions of this Article should be addressed to SFWMD.

Water quality data for the water discharged from the Community or into the surface waters of the state shall be submitted to SFWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the Association shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Community or into surface waters of the state.

To the extent that the Association has any maintenance obligations with respect to the Surface Water Management System, the Association agrees to operate and maintain the Surface Water Management System and has sufficient ownership so that it has control over all water management facilities authorized.

The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by SFWMD. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by SFWMD rules.

The Association specifically agrees to allow authorized SFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to the Community, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the Permit and SFWMD regulations, such as: having access to and copying any records that must be kept under the conditions of the permit; inspecting the facility, equipment, practices, or operations regulated or required under the Permit; sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or SFWMD rules; and gathering of data and information. Reasonable time may depend on the nature of the concern being investigated.

Establishment and survival of littoral areas provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote viable Wetlands plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

The Association shall submit inspection reports, if required by SFWMD, in the form required by SFWMD, in accordance with the permit application.

Owners are hereby notified that certain Parcels may include, or be adjacent to, wet detention lakes or ponds, jurisdictional Wetland preservation areas, designated mitigation areas, upland buffers or designated conservation easements. It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention lakes or ponds, jurisdictional Wetland preservation areas, designated mitigation areas, upland buffers or designated conservation easements abutting the Owner's Parcel. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

No Owner of a Parcel within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetlands, Wetland mitigation areas, buffer

areas, upland Conservation Areas, wet detention lakes or ponds, jurisdictional Wetlands, designated mitigation areas or designated drainage or conservation easements described in the Permit and recorded plats of the Community.

8. INSURANCE: The Association shall obtain and maintain adequate insurance for the Common Area (with provisions for deductibles) as follows:

(A) Casualty. To the extent that there is Common Area containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Common Area, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board of Directors may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf with respect to the Common Area.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner, if obtainable at reasonable cost.

9. USE RESTRICTIONS.

9.1 Residential Purposes. No Parcel shall be used for other than Single-Family residential purposes, except that Parcels, or portions of Parcels may be used by the Developer and Builders for offices, sales offices or models. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit 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 Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the Community who do not reside in the Community or door-to-door solicitation of occupants of the Community; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. No Unit may be used or leased on a "time share" or transient basis, including without limitation, an "Airbnb" type use in violation of the minimum leasing period set forth in Section 12.4 below. The terms "business" and "trade", as used in this provision, 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.

Unless organized by the Association, "Garage Sales" and "Yard Sales" are prohibited, regardless of whether they are patronized by Owners and occupants in the Community or persons who do not reside in the Community.

9.2 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Community without the prior written consent of the Board of Directors or in accordance with the Rules and Regulations and Architectural Review Guidelines, except in connection with the sale or resale of Parcels by the Developer, Builders or as may be required by legal or zoning proceedings. Signs which are permitted within the Community may

be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors, the Developer and Builders shall have the right to erect signs as they, in their discretion, deem appropriate, except that no Builder may erect a sign without the prior written approval of the Developer. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted inside or outside of the Community be permitted within the Community without the express written consent of the Board of Directors, or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant, abusive, threatening or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. No person shall interfere with the Association's Directors, Officers, committee members, property manager, property management company, employees, agents, vendors and contractors in the performance of their obligations pursuant to the Governing Documents, contracts, statutes and ordinances, as applicable. All residents shall observe the vehicular speed limits and any rules posted on signs in the Common Area.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.

9.5 Common Area. No Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Except as otherwise provided in this Declaration and its exhibits or with respect to the Developer's reserved rights, any portion of the Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats and other usual and non-exotic household pets (not to exceed a total of three (3) pets, excluding tropical fish) may be kept (except for "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Unit or screened in pool area, all pets must be carried or secured with a hand held leash. The person walking the pet must be in physical control of the leash at all times. The Owner or other owner of a permitted pet must pick up all solid waste and deposit it in an appropriate trash container.

9.7 Trucks, Commercial Vehicles, Golf Carts, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Vans, pick-up trucks, passenger cars and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. Such vehicles may be parked on driveways overnight. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a commercial vehicle. Golf carts may be parked on driveways, except that they must be kept in a garage overnight. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial

markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. Overnight parking in the roads or other Common Areas is prohibited. Vehicles parked in a driveway shall not block any sidewalk that crosses over such driveway. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage or for reasonable periods of time while the Unit's occupant(s) use the garage for typical uses associated with a residential dwelling which are not in conflict with the Governing Documents. Garage doors shall not be kept open when occupants or guests use the garage for a party, consumption of alcohol or are listening to a television, radio, computer or other such device. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (12) daylight hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance. Commercial vendor vehicles may not be parked in the Common Area overnight.

(C) The use of golf carts is allowed in the Community, subject to compliance with the Governing Documents (including any applicable Rules and Regulations) and laws of the State of Florida. The Rules and Regulations may include, but are not limited to, requirements with respect to licensing and equipment and restrictions on hours of operation.

(D) None of the foregoing restrictions shall apply to commercial vehicles or other vehicles which may be utilized by: the Developer, Builders and their contractors and subcontractors for purposes of completing construction of the Community, Parcels and Units; the Association, its vendors and employees; and any governmental authority, taxing district, private or public utility, the District or SFWMD.

9.8 Exterior Colors. No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgment of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of the Community. Any future color changes, as described above, desired by Owners must be first approved in writing by the Architectural Reviewer. The restrictions set forth in this Section 9.8 shall not apply to the Developer or Builders.

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting roads or driveways, as applicable, and to the waterline of any abutting lakes, canals or surface water management areas. All lawn and landscaped areas shall be kept in good and living condition.

9.10 Driveways and Parking Areas. All driveways shall be constructed of concrete or paverstone. The Owner shall be obligated to keep his driveway clean and well maintained.

9.11 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located (i) inside the Unit, but not visible from outside the Unit; (ii) in the side or rear yard of the Parcel and located on a post in the ground or in a side or rear flower bed, provided that the Reception Device is no higher than 48" above the ground and is shielded from view from the street, lake or adjacent Unit with landscape material. The side yard is the preferred location. Given the exposure that is

needed, orientation of a Unit and the location and size of an adjacent Unit, the Architectural Reviewer will allow a Reception Device to be mounted to either side of a Unit under the eave area, provided a letter from the service provider is submitted confirming this is the only location where the Owner can receive an acceptable signal. A Reception Device mounted to the side walls of a Unit shall be a last resort in order to maintain the community-wide aesthetic appearance. No Reception Device will be permitted on the roof of a Unit. No Parcel may have more than one Reception Device located on the Parcel or attached to the Unit. The Architectural Review Guidelines may contain additional restrictions on the location of Reception Devices. The Architectural Reviewer may require that a Reception Device be painted in order to blend into the Unit. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Owner shall be prevented from displaying one (1) portable, removable official United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag. The permitted flags shall not exceed 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.

9.12 Outdoor Equipment. All bottled gas tanks, swimming pool equipment and other such outdoor equipment must be screened by landscaping or fenced-in areas so that they shall not be readily visible from any adjacent roads. Party Fences are permitted for Villa Units and Quad Units. All trash and recycling containers shall be stored in the garage except on trash "pick up" days. All trash containers shall be bear-proof and otherwise comply with any applicable requirements of governmental authorities. The Community shall be equipped with dual water lines, one (1) of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line. Temporary basketball hoops are permitted, provided that they are stored in a garage overnight and are approved by the Architectural Reviewer. No unsightly items shall be kept on rear lanais. The Rules and Regulations may describe items that may not be kept on rear lanais.

9.13 Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent roads. Window or wall air conditioning units are prohibited.

9.14 Solar Collectors. The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.

9.15 Walls, Fences, Window Coverings and Hurricane Shutters. Except for walls installed by the Developer, no wall shall be constructed on any Parcel. Owners may install fences, subject to specifications adopted by the Architectural Reviewer, provided that each Villa Unit and Quad Unit shall have a Party Fence. Owners may install hurricane shutters, subject to specifications adopted by the Architectural Reviewer. The Architectural Reviewer shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited.

9.16 Lighting. Except for seasonal decorative lights, the exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer. Seasonal decorative lights may be displayed between the day after Thanksgiving and January 10th only.

9.17 Developer. As used in this Section 9, when the Association's or the Architectural Reviewer's approval is required, it shall, up to the Turnover Date, mean the "Developer's approval" (unless the Developer has delegated its architectural review functions to the ARC or the Board of Directors). After the Turnover Date, the Developer's approval shall also be required as long as the Developer owns a Parcel or other property within the Community.

9.18 Clothes Drying Area/Clotheslines. No outdoor clothes drying area or clotheslines are permitted.

9.19 Pools. Above ground pools are prohibited. Above ground spas are prohibited, unless located within a screened lanai.

9.20 Wells. Wells are prohibited in the Community, except those that are installed by the Developer or the Association.

9.21 Subdivision of Parcels. Parcels shall not be further subdivided or separated by any Owner other than the Developer or a Builder (in the case of a Builder, subject to Developer's prior written consent). However, the preceding sentence shall not prevent corrective deeds or deeds to resolve boundary disputes.

9.22 Hurricane Season. An Owner who intends to be absent from his Unit during the hurricane season (June 1st through November 30th of each year) shall prepare his Parcel and Unit prior to his departure by: removing all furniture, potted plants, and other movable objects from his yard; and designating a person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall contact the Association for permission to install temporary hurricane shutters, which may not be installed more than seventy-two (72) hours in advance of a hurricane and must be removed within seventy-two (72) hours after the hurricane has passed. At no time shall hurricane shutters be installed, without the prior written consent of the Architectural Reviewer.

9.23 Drones and Other Aerial Devices. No recreational drones or other aerial devices such as motorized planes shall be flown or otherwise used in the Community. Commercial drones are permitted for inspections of Units and real estate marketing videos. The Association, its contractors, vendors and agents, may use commercial drones to carry out the Association's responsibilities pursuant to this Declaration and for purposes related to the health, safety and welfare of the Community and its Owners.

9.24 Oil, Gas and Mineral Rights. The Developer makes no representations as to whether ownership of a Parcel includes ownership of any oil, gas and mineral rights.

9.25 Developer Exemption. The Developer (including its contractors, subcontractors, agents and employees), its Parcels and Units, are not subject to the restrictions, but shall be entitled to the protections and exemptions, set forth in this Section 9.

9.26 Additional Restrictions; Exhibits. The Community, including the Common Area, Parcels and Units, are subject to those restrictions set forth in the exhibits attached hereto.

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION. The Association and the Developer may grant, withhold or deny their permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons. The Developer

and the Association shall have no liability with regard to the enforcement or non-enforcement of the covenants, conditions, and restrictions in the Governing Documents.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Judicial enforcement of the Governing Documents and the Act against the Association, Members, any Tenants, Guests and invitees occupying a Parcel or using the Common Area, Neighborhood Associations, and Directors and officers who willfully and knowingly fails to comply with the Governing Documents and the Act shall be by any proceeding at law or in equity, to restrain the violation and/or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the prevailing party shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents and the Act. Except as expressly set forth in the Act, other statute or Section 11.4 below, there shall be no entitlement to an award of prevailing party costs and attorney's fees. Pursuant to Section 720.303(1) of the Act, before commencing litigation against any party (including the Developer or its directors, officers, agents and employees, or against any Directors or officers of the Association appointed by the Developer prior to the Turnover Date) in the name of the Association involving amounts in controversy in excess of $100,000.00, the Association must obtain the affirmative approval of a majority of the Voting Interests at a Members' meeting at which a quorum has been attained. The requirement in the preceding sentence is in addition to those set forth in Section 11.4 below.

11.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against the Association or any person violating or attempting to violate the Governing Documents, to restrain violation and/or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the prevailing party shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

11.2 Entry by Association and/or the Developer. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner any construction or other violation that may be or exist thereon. The Developer, its successors and assigns and/or the Association and its authorized agents or representatives shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Board of Directors may impose a fine or fines against an Owner for failure of the Owner, his Family, Guests, invitees, Tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act. Fines may be levied in accordance with the procedures set forth in the Bylaws and the Act.

11.4 Alternative Method for Resolving Disputes with Developer and Developer Appointees. In any dispute ("Claim") between the Association, a Neighborhood Association or any Owner, Tenant, Guest, occupant or invitee against the Developer, or its directors, officers, agents and employees, or against any directors or officers of the Association or a Neighborhood Association appointed by the Developer prior to the Turnover Date, mediation and then final and binding arbitration shall apply. The

procedures set forth in subsections (A) through (E) below shall apply, except in the case of a Claim alleging a construction defect brought against the Developer by the Association, that is governed by Chapter 558 Florida Statutes, in which case the procedures set forth in subsections (A) through (E) shall be modified as described in subsection (G):

(A) Any party having a Claim ("Claimant") against the other party ("Respondent") shall notify the Respondent in writing ("Notice"), stating plainly and concisely:

(1) the nature of the Claim, including the persons involved and the Respondent's role in the claim;

(2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(3) Claimant's proposed remedy; and

(4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(B) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have ten (10) days in which to submit the Claim to mediation under the auspices of a mediator certified by the applicable Judicial Circuit. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation conference, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim at the mediation conference, the mediator shall issue a notice of an impasse and the date the mediation was terminated. The mediation conference shall occur within sixty (60) days of the Notice unless the parties agree to an extension.

(C) If the mediation results in an impasse, then either party shall have ten (10) additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (C) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

(D) In any dispute under this Section 11.4, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall not be entitled to judgment for its reasonable attorney's fees and costs incurred, except as expressly set forth in the Act, other statute or this Section 11.4.

(E) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 11.4, and any party thereafter fails to abide by the terms of such agreement,

or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one (1) non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(F) This Section 11.4 shall not apply to a dispute between an Owner and the Developer concerning the purchase and sale and construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

(G) In the case of a Claim alleging a construction defect brought against the Developer or a Builder by the Association that is governed by Chapter 558, Florida Statutes, the parties to the dispute shall follow the procedures set forth therein. If the Claimant has followed the procedures set forth in Chapter 558, Florida Statutes, and is entitled to proceed with an "action" (as defined therein) the Claimant shall then have ten (10) days in which to submit the Claim to final and binding arbitration as described in subsections (C) through (E) above.

12. LEASING, CONVEYANCE, DISPOSITION. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Parcels and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Parcel by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 12.5 below):

12.1 Forms of Ownership:

(A) A Parcel may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Parcels may be permitted. If the proposed co-Owners are other than husband and wife or two (2) individuals who reside together as a single housekeeping unit, they shall designate two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. The intent of this provision is to permit multiple Owners, but to prohibit short term, transient use by several individuals or families. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one (1) such change may be made in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short term transient accommodations for several individuals or families. A trust, corporation or other entity shall designate two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 12. No more than one (1) such change may be made in any twelve (12) month period. The Developer and Builders shall not be obligated to designate Primary Occupants.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only Member from such Parcel, and

occupancy of the Parcel shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Transfers and Leases. Prior to the conveyance or transfer of title to a Parcel or lease of a Unit, it shall be the Owner's responsibility to provide the purchaser or Tenant with the complete set of Governing Documents and any other documents required by law.

(A) Lease, Sale or Gift. No Owner may effectively convey or transfer title to a Parcel or any interest therein by sale or gift without notification to the Association. In addition, no Owner may effectively lease a Unit without the prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, he shall provide the Association with written notice as set forth in Section 12.3 herein.

12.3 Procedures.

(A) Notice to Association.

(1) Lease, Sale or Gift. An Owner intending to lease his Unit or sell or make a gift of his Parcel or any interest therein, shall provide the Board of Directors or its designee, written notice of such intention at least twenty (20) business days prior to the first date of occupancy pursuant to the proposed lease or the date of closing, together with a copy of the purchase and sale agreement or lease, and the name, and address of the proposed Tenant, purchaser or donee and such other information as the Board of Directors may reasonably require. The Association may charge a transfer fee in connection with processing each application.

(2) Devise or Inheritance. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board of Directors may reasonably require. The transferee shall have no occupancy right unless approved by the Board of Directors, but may sell or lease the Parcel in accordance with the procedures provided in this Declaration.

(3) Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board of Directors with the required notice and request reconsideration. The Association shall not have the authority to disapprove a proposed conveyance or other transfer.

(B) Within twenty (20) business days of receipt of the required notice and all information requested, the Board of Directors shall approve or disapprove the lease, and shall approve the conveyance or transfer. When the conveyance, transfer or lease is approved, the approval shall be stated in a Certificate of Approval executed by the President, Vice-President or property manager of the Association (in recordable form for a conveyance or transfer) and delivered to the purchaser, transferee or Tenant. If the Board of Directors neither approves or disapproves within twenty (20) business days, such failure to

act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a Certificate of Approval to the Owner, purchaser or transferee.

(C) Disapproval of Leases.

(1) The Board of Directors may disapprove a proposed lease only if a majority of the whole Board of Directors votes to disapprove the lease unless the authority to disapprove a lease has been delegated to an Association officer. Only the following shall be deemed to constitute good cause:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents and any other covenants and restrictions applicable to the Community;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct as a Tenant, Owner or occupant of a Unit; or

(e) The person seeking approval failed to provide the information and appearance required to process the application in a timely manner.

(f) The Owner is delinquent on Assessments and/or other sums owed to the Association at the time of application.

12.4 Leasing. Only entire Units may be leased. The minimum leasing period is ninety (90) consecutive days and no Unit may be leased more than three (3) times in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. All leases must and shall be deemed to contain the agreement of the Tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the Tenant and the Owner agree that the Association may proceed against either the Owner or the Tenant and that the Owner or the Tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel.

12.5 Exceptions With Respect to the Developer and Institutional Mortgagees. The provisions of this Section 12 are not applicable to the lease of a Unit or the sale or transfer of title of a Parcel by the Developer to any person. Except for Section 12.4, the provisions of this Section 12 are not applicable to the acquisition of title to a Parcel by an Institutional Mortgagee which acquires title through the Institutional Mortgage, whether by foreclosure or deed in lieu of foreclosure, nor to the subsequent lease of a Unit or the resale or transfer of title of a Parcel by such Institutional Mortgagee, but shall apply to the lease of a Unit or the acquisition of title of a Parcel by any other person.

12.6 Unapproved Leases. Any lease which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board of Directors.

13. DEVELOPER'S AND BUILDERS' RIGHTS AND DUTIES: Until the Developer and Builders have completed all of the contemplated improvements, have conveyed all of the Parcels in the Community that may be subjected to this Declaration to Owners other than Builders, and are not leasing a Unit from an Owner, the following shall apply, notwithstanding any other provisions to the contrary.

13.1 Developer's and Builders' Use. Neither the Owners nor the Association or any Neighborhood Association, nor their use of the Parcels, Units, or Common Area shall interfere with the completion of the contemplated improvements, leases of Units or sales and conveyances of Parcels by the Developer and Builders. The Developer may make any use of Parcels, Units and Common Area as may reasonably be expected to facilitate completion, sales and conveyances of Parcels, including, but not limited to, maintenance of sales offices and construction trailers, display of signs, leasing of Units, use of parking areas and showing Parcels, Units and the remainder of the Community to prospective purchasers and Tenants. With the prior written approval of the Developer, Builders may make any use of unsold Parcels and Units as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales offices and construction trailers, display of signs, use of parking areas, leasing of Units, and showing Parcels, Units and the remainder of the Community to prospective purchasers and Tenants. The Developer may utilize any Parcels, Common Area, model homes, sales offices, construction trailers, parking areas, etc., for use in marketing developments other than the Community, regardless of the location of such developments. The Developer and Builders (including their agents, designees, contractors, successors and assigns) shall have the right, in their sole discretion, to enter the Community through all access points, including the main, construction and any other entrance or other area, whether or not gated, and during all construction hours set by Collier County.

13.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of the Developer set forth in the Governing Documents may be assigned by the Developer to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Parcel. In the event of such assignment (other than to a mortgagee or its successors or assigns), the assignee shall assume such rights, powers and duties, and the Developer shall be relieved of all further liability or obligation, but only to the extent of the assignment.

14. DURATION OF COVENANTS; AMENDMENT OF DECLARATION:

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and be enforceable by the Association, the Developer, Builders and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of this Declaration (as amended to that date by the Developer or the Members as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the Voting Interests, at a duly held meeting of Members, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President or Vice President of the Association shall execute a certificate with the formalities of a deed, which shall set forth the Book and Page of the Public Records of Collier County, Florida in which this Declaration is recorded, the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier

County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

14.2 Proposal. Subsequent to the Turnover Date, amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by one-third (1/3) of the Voting Interests. If by petition, the proposed amendments must be submitted to a vote of the Members not later than the next annual meeting. A proposal to amend this Declaration must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Declaration for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the Voting Interests, provided that the text of each proposed amendment has been given to the Members with notice of the meeting.

14.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Declaration, which certificate shall identify the Book and Page of the Public Records in which this Declaration is recorded, and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Collier County, Florida.

14.5 Limitation on Amendments to Governing Documents. As long as the Developer holds title to any Parcel or property in the Community, no amendment adopted by the Members shall be effective without the prior written consent and joinder of the Developer, which consent may be denied in the Developer's discretion. No amendment shall be effective which alters the rights and privileges of the Developer, a Builder, an Institutional Mortgagee, SFWMD, any governmental authority, taxing district, the District, or a public or private utility, unless such party shall first provide its written consent and joinder. Any amendment proposed to the Governing Documents which would affect the Surface Water Management System, and any other conservation or mitigation areas shall be submitted to SFWMD and Collier County for a determination of whether the amendment necessitates a modification of the SFWMD permit. If a modification is necessary, SFWMD will so advise the permittee. The amendment affecting the Surface Water Management System may not be finalized until necessary permit modification is approved by SFWMD or the Association is advised that a modification is not necessary. Any amendment to any of the provisions governing the following shall also require approval of fifty-one percent (51%) of the Eligible Mortgage Holders holding mortgages on Parcels in the Community: hazard or fidelity insurance requirements; restoration or repair of any Common Area (after damage or partial condemnation) in a manner other than that specified in this Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. An "Eligible Mortgage Holder" is an Institutional Mortgagee that provides a written request to the Association to be considered an Eligible Mortgage Holder (such request to state the name and address of such holder, insurer, or guarantor and the Parcel. An Eligible Mortgage Holder will be entitled to timely written notice of: any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Parcel on which there is an Institutional Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; any delinquency in the payment of Assessments or charges owed by an Owner of a Parcel subject to the mortgage of such Eligible

Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, provided, however, notwithstanding this provision, any Institutional Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Parcel of any obligation under the Governing Documents which is not cured within sixty (60) days; any lapse, cancellation, or material modification of any insurance policy maintained by the Association; any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders; or any "material amendments" and "extraordinary actions", as such terms are defined in applicable requirements of the Veterans Administration. A majority of Institutional Mortgagees may demand that the Association retain professional management and obtain an audit of the Association's financial records. No amendment shall materially or adversely alter the proportionate Voting Interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the liability for Assessments unless the Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirement is not an alteration of Voting Interests. No amendment shall convert a Parcel into Common Area or redefine a Parcel's boundaries unless the Association obtains the prior written consent and joinder, in recordable form, of that Owner and all holders of a lien against that Parcel.

14.6 Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Declaration, to the extent permitted by law, the Developer, or any entity which succeeds to its position as the Developer of the Community, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits. Any amendment made pursuant to this paragraph may be made without notice to the Members or to any other entity.

15. TURNOVER. Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act (i.e. when fifty percent (50%) of all Parcels in the Community that ultimately will be operated by the Association have been conveyed to Members other than the Developer). Members other than the Developer are entitled to elect a majority of the Board of Directors three (3) months after ninety percent (90%) of all Parcels in the Community that ultimately will be operated by the Association have been conveyed to Members other than the Developer. For purposes of this Section, the term "Members other than the Developer" shall not include Builders. Pursuant to Section 720.307 of the Act, the Developer shall be entitled to elect (appoint) at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Community. The Developer may turn over control of the Board of Directors prior to the Turnover Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Developer and Builders to elect Directors and assume control of the Association, provided that the Developer has provided at least thirty (30) days' notice to the Members.

16. GENERAL PROVISIONS.

16.1 Waiver. Any waiver by the Developer of the breach of any provisions of this Declaration must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

16.2 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

16.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

16.4 Notices. Any notice required to be sent to any Owner other than the Developer under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address. Any notice sent to the Developer shall be sent by certified or registered mail, return receipt requested to Pulte Home Company, LLC, Attn: Scott Brooks, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

16.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

[remainder of page intentionally left blank]

CERTIFIED COPY

IN WITNESS WHEREOF, the Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized officer on the day and year set forth below.

Witnesses:

Jacqueline Kramer
Witness Name: Jacqueline Kramer

Witness Name: Letricia S. Forbrtha

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation

By: _____
Scott Brooks
Its: Director-Land Development
Southwest Florida Division

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 14 day of January, 2022, by (✓) physical presence or ( ) online notarization, by Scott Brooks, as Director-Land Development, Southwest Florida Division of Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation, on behalf of said limited liability company. He is personally known to me.

JACQUELINE KRAMER
MY COMMISSION # HH 184227
EXPIRES: November 15, 2025
Bonded Thru Notary Public Underwriters

Jacqueline Kramer
NOTARY PUBLIC
Name: Jacqueline Kramer
My Commission Expires: _____

UNOFFICIAL DOCUMENT

LIST OF EXHIBITS

Exhibit "A"	Land Subject to Submittal to Declaration
Exhibit "B"	Articles of Incorporation
Exhibit "C"	Bylaws
Exhibit "D"	SFWMD Permit
Exhibit "E"	Mediated Settlement Agreement
Exhibit "F"	Wetland Mitigation/Maintenance/Monitoring Plan

NOT A CERTIFIED COPY

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND LYING IN SECTIONS 24 & 25, TOWNSHIP 48 SOUTH, RANGE 27, EAST AND SECTION 19, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF TRACT "A" VALENCIA GOLF AND COUNTRY CLUB CLUBHOUSE AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 48, PAGE 82 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE 131.54 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1,460.00 FEET, A CENTRAL ANGLE OF 05°09'43", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 88°20'47" EAST, A DISTANCE OF 131.49 FEET TO THE END OF THE CURVE; THENCE NORTH 05°16'51" WEST, A DISTANCE OF 239.14 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE 78.93 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°27'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 39°56'39" EAST, A DISTANCE OF 70.99 FEET TO THE END OF THE CURVE; THENCE NORTH 85°10'09" EAST, A DISTANCE OF 126.52 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE 118.87 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 705.60 FEET, A CENTRAL ANGLE OF 09°39'10", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 89°59'44" EAST, A DISTANCE OF 118.73 FEET TO THE END OF THE CURVE; THENCE SOUTH 85°10'41" EAST, A DISTANCE OF 105.31 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE 665.91 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1,547.12 FEET, A CENTRAL ANGLE OF 24°39'41", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 82°29'28" EAST, A DISTANCE OF 660.79 FEET TO THE END OF THE CURVE; THENCE NORTH 70°09'38" EAST, A DISTANCE OF 252.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE 85.21 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 97°38'54", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 21°20'11" EAST, A DISTANCE OF 75.27 FEET TO THE END OF THE CURVE; THENCE NORTH 27°29'17" WEST, A DISTANCE OF 157.92 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE 35.99 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 41°14'48", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 48°06'40" WEST, A DISTANCE OF 35.22 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTH; THENCE 75.75 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 11,350.02 FEET, A CENTRAL ANGLE OF

0°22'57", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 79°00'30" WEST, A DISTANCE OF 75.75 FEET; THENCE SOUTH 69°13'52" WEST, A DISTANCE OF 300.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE 135.82 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 15°33'52", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 77°00'48" WEST, A DISTANCE OF 135.41 FEET TO A POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE 621.29 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6,125.00 FEET, A CENTRAL ANGLE OF 05°48'42", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 81°53'22" WEST, A DISTANCE OF 621.02 FEET TO A POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE 101.79 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 116°38'34", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 42°41'41" WEST, A DISTANCE OF 85.10 FEET TO A POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE WEST; THENCE 151.58 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 49°37'40", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 9°11'14" WEST, A DISTANCE OF 146.89 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTH; THENCE 259.04 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 205.62 FEET, A CENTRAL ANGLE OF 72°11'02", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 72°26'46" WEST, A DISTANCE OF 242.25 FEET TO THE END OF THE CURVE; THENCE NORTH 30°50'00" WEST, A DISTANCE OF 262.14 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE 281.57 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1,010.00 FEET, A CENTRAL ANGLE OF 15°58'23", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 22°50'49" WEST, A DISTANCE OF 280.66 FEET TO THE END OF THE CURVE; THENCE NORTH 14°51'37" WEST, A DISTANCE OF 241.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST; THENCE 504.27 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 46°36'03", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08°26'24" EAST, A DISTANCE OF 490.49 FEET TO THE END OF THE CURVE AND THE INTERSECTION WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5272, PAGE 2434 OF SAID PUBLIC RECORDS OF COLLIER COUNTY; THENCE THE FOLLOWING SIX COURSES ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5272, PAGE 2434: THENCE NORTH 75°42'16" EAST A DISTANCE OF 83.38 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTH; THENCE 249.29 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 25°58'10", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 62°43'12" EAST, A DISTANCE OF 247.16 FEET TO THE END OF SAID CURVE AND A POINT DESIGNATED AS POINT "A"; THENCE NORTH 40°15'52" WEST, A DISTANCE OF 150.00 FEET; TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE

NORTHWEST; THENCE 14.41 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 399.95 FEET, A CENTRAL ANGLE OF 2°03'52", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 48°42'12" EAST, A DISTANCE OF 14.41 FEET TO THE END OF THE CURVE; THENCE NORTH 47°40'16" EAST, A DISTANCE OF 38.52 FEET; THENCE NORTH 42°19'44" WEST, A DISTANCE OF 46.79 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 5272, PAGE 2434; THENCE LEAVING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5272, PAGE 2434 NORTH 47°40'31" EAST, A DISTANCE OF 98.31 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE 262.66 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 100°19'44", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 02°29'21" WEST, A DISTANCE OF 230.37 FEET TO THE END OF THE CURVE TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE 57.99 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 33°13'39", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 36°02'24" WEST, A DISTANCE OF 57.18 FEET TO THE END OF THE CURVE; THENCE NORTH 19°25'34" WEST, A DISTANCE OF 235.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST; THENCE 148.10 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 164.23 FEET, A CENTRAL ANGLE OF 51°40'06", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 06°24'29" EAST, A DISTANCE OF 143.14 FEET TO THE END OF THE CURVE; TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE WEST; THENCE 129.25 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 211.93 FEET, A CENTRAL ANGLE OF 34°56'31", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 14°46'16" EAST, A DISTANCE OF 127.25 FEET TO THE END OF THE CURVE; THENCE NORTH 02°41'59" WEST, A DISTANCE OF 564.14 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE 122.39 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 117.19 FEET, A CENTRAL ANGLE OF 59°50'19", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 27°13'11" EAST, A DISTANCE OF 116.91 FEET TO THE END OF THE CURVE; THENCE NORTH 58°24'26" EAST, A DISTANCE OF 98.98 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE 47.95 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 47.05 FEET, A CENTRAL ANGLE OF 58°23'29", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 29°12'41" EAST, A DISTANCE OF 45.90 FEET TO THE END OF THE CURVE; THENCE NORTH 00°00'56" EAST, A DISTANCE OF 57.65 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 858 (OIL WELL ROAD); THENCE NORTH 89°35'33" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF OIL WELL ROAD, A DISTANCE OF 523.37 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1542, PAGE 1181 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE THE FOLLOWING 10 COURSES ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1542,

PAGE 1181 OF THE PUBLIC RECORDS OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA: SOUTH 00°24'26" EAST, A DISTANCE OF 850.00 FEET; THENCE SOUTH 39°58'31" EAST, A DISTANCE OF 255.00 FEET; THENCE SOUTH 50°28'31" EAST, A DISTANCE OF 630.00 FEET; THENCE SOUTH 31°29'31" EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 47°05'12" EAST, A DISTANCE OF 686.83 FEET; THENCE NORTH 81°45'29" EAST, A DISTANCE OF 230.00 FEET; THENCE SOUTH 88°17'03" EAST, A DISTANCE OF 645.91 FEET; THENCE SOUTH 58°31'31" EAST, A DISTANCE OF 1,010.00 FEET; THENCE NORTH 89°30'44" EAST, A DISTANCE OF 400.52 FEET TO THE WESTERLY LINE OF THE NORTH GOLDEN GATE CANAL AS SHOWN ON THE PLAT OF NORTH GOLDEN GATE UNIT NO. 4 AS RECORDED IN PLAT BOOK 9, PAGES 52-64 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°31'01" EAST, ALONG SAID WESTERLY LINE OF THE NORTH GOLDEN GATE CANAL, A DISTANCE OF 2,398.82 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1275, PAGE 003, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 89°30'33" WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1275, PAGE 003, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°31'01" EAST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1275, PAGE 003, A DISTANCE OF 360.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF RANDALL BOULEVARD; THENCE SOUTH 89°32'08" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF RANDALL BOULEVARD, A DISTANCE OF 3,156.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 02°22'59" WEST, A DISTANCE OF 437.60 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE 438.83 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2,000.00 FEET, A CENTRAL ANGLE OF 12°34'18", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08°40'08" WEST, A DISTANCE OF 437.95 FEET TO THE END OF THE CURVE; THENCE NORTH 14°57'17" WEST, A DISTANCE OF 413.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE 123.08 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 94°01'41", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 61°58'07" WEST, A DISTANCE OF 109.73 FEET TO THE END OF THE CURVE; THENCE SOUTH 71°01'02" WEST, A DISTANCE OF 54.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE 69.78 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 79°57'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 31°02'07" WEST, A DISTANCE OF 64.25 FEET TO THE END OF THE CURVE; THENCE SOUTH 09°06'06" EAST, A DISTANCE OF 273.44 FEET; THENCE SOUTH 18°30'20" EAST, A DISTANCE OF 134.76 FEET; THENCE SOUTH 05°06'58" EAST, A DISTANCE OF 21.37 FEET; THENCE SOUTH 14°17'48" EAST, A DISTANCE OF 208.37 FEET; THENCE SOUTH 24°44'20" EAST, A DISTANCE OF 180.69 FEET; THENCE SOUTH 26°26'53" EAST, A DISTANCE OF 138.56 FEET; THENCE SOUTH 00°28'47" EAST, A DISTANCE OF 339.98 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF RANDALL BOULEVARD; THENCE SOUTH 89°32'08" WEST, ALONG SAID NORTH

RIGHT-OF-WAY LINE OF RANDALL BOULEVARD, A DISTANCE OF 663.61 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 37°21'41" EAST, A DISTANCE OF 168.48 FEET; THENCE NORTH 26°23'03" WEST, A DISTANCE OF 115.76 FEET; THENCE NORTH 16°12'41" WEST, A DISTANCE OF 224.81 FEET; THENCE NORTH 06°11'53" WEST, A DISTANCE OF 255.33 FEET; THENCE NORTH 01°52'57" WEST, A DISTANCE OF 126.40 FEET; THENCE NORTH 88°07'03" EAST, A DISTANCE OF 35.34 FEET; THENCE NORTH 68°48'04" EAST, A DISTANCE OF 39.61 FEET; THENCE NORTH 51°57'07" EAST, A DISTANCE OF 31.19 FEET; THENCE NORTH 39°21'41" EAST, A DISTANCE OF 40.85 FEET; THENCE NORTH 07°43'32" WEST, A DISTANCE OF 376.88 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST; THENCE 206.46 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 25°42'57", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 5°07'56" EAST, A DISTANCE OF 204.73 FEET TO THE END OF THE CURVE AND THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE 264.79 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,540.00 FEET, A CENTRAL ANGLE OF 9°51'05", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 88°50'40" WEST, A DISTANCE OF 264.46 FEET TO THE END OF THE CURVE AND THE EASTERLY LINE OF SAID TRACT "A", VALENCIA PHASE ONE AS RECORDED IN PLAT BOOK 29, PAGE 21 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE NORTH 06°04'53" EAST ALONG THE EASTERLY LINE OF SAID TRACT "A" VALENCIA PHASE ONE, A DISTANCE OF 80.00 FEET TO THE SOUTHERLY LINE OF SAID TRACT "A" VALENCIA GOLF AND COUNTRY CLUB CLUBHOUSE AS RECORDED IN PLAT BOOK 48, PAGE 82, PUBLIC RECORDS OF COLLIER COUNTY; THENCE ALONG THE SOUTH LINE OF SAID TRACT "A" VALENCIA GOLF AND COUNTRY CLUB CLUBHOUSE, AND THE ARC OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTH; THENCE 131.33 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1,460.00 FEET, A CENTRAL ANGLE OF 05°09'14", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 86°29'44" EAST, A DISTANCE OF 131.29 FEET TO THE END OF THE CURVE AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 336.324 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, (NAD1983 (NSRS 2007)).

LESS AND EXCEPT:

COMMENCING AT THE POINT DESIGNATED AS POINT "A" ABOVE; THENCE NORTH 55°31'37" EAST, A DISTANCE OF 282.78 FEET TO THE POINT OF BEGINNING BEING THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE WEST; THENCE 70.75 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 521.59 FEET, A CENTRAL ANGLE OF 07°46'19", AND BEING SUBTENDED BY A

CHORD WHICH BEARS NORTH 18°35'10" EAST, A DISTANCE OF 70.70 FEET TO THE END OF THE CURVE AND THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE 153.07 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 58°28'09", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 61°40'48" EAST, A DISTANCE OF 146.52 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE 87.53 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 100°18'26", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 82°35'57" EAST, A DISTANCE OF 76.78 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE 96.96 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 50°30'05", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 72°29'52" EAST, A DISTANCE OF 93.85 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE 142.61 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 54°28'22", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 70°30'44" EAST, A DISTANCE OF 137.30 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE 77.23 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 68.72 FEET, A CENTRAL ANGLE OF 64°23'17", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 75°28'11" EAST, A DISTANCE OF 73.23 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE 43.85 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 50°14'40", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 82°32'30" EAST, A DISTANCE OF 42.46 FEET TO THE END OF THE CURVE AND TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE 5.36 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 00°31'14", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°12'23" EAST, A DISTANCE OF 5.36 FEET TO THE POINT OF CURVATURE OF A COMPOUND CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE 26.70 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 17°00'03", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 19°26'44" EAST, A DISTANCE OF 26.61 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE 254.96 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 62°09'44", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 42°01'35" EAST, A DISTANCE OF 242.64 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE 112.64 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 33°58'06", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 56°07'24" EAST, A DISTANCE OF 111.00 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE

NORTHEAST; THENCE 120.73 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 08°52'05", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 43°34'23" EAST, A DISTANCE OF 120.61 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE 130.99 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 39°30'05", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°15'23" EAST, A DISTANCE OF 128.41 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE 134.67 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 38°34'51", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 27°47'46" EAST, A DISTANCE OF 132.14 FEET TO THE END OF THE CURVE; THENCE SOUTH 47°05'11" EAST, A DISTANCE OF 59.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE 87.19 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 24°58'41", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 59°34'32" EAST, A DISTANCE OF 86.50 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE 216.88 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 65°24'11", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 39°21'47" EAST, A DISTANCE OF 205.30 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE 253.98 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 14°55'30", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 14°07'27" EAST, A DISTANCE OF 253.26 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE 150.54 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 95°50'16", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 26°19'56" WEST, A DISTANCE OF 133.60 FEET TO THE END OF THE CURVE; THENCE SOUTH 74°15'04" WEST, A DISTANCE OF 66.31 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE 65.31 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2,120.00 FEET, A CENTRAL ANGLE OF 01°45'54", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 84°54'27" WEST, A DISTANCE OF 65.31 FEET TO THE END OF THE CURVE; THENCE NORTH 47°43'37" WEST, A DISTANCE OF 79.70 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 38.35 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE 66.39 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 166.74 FEET, A CENTRAL ANGLE OF 22°48'39", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 32°05'04" EAST, A DISTANCE OF 65.95 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE 159.18 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 447.68 FEET, A CENTRAL ANGLE OF 20°22'22", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 10°29'33" EAST, A

DISTANCE OF 158.35 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE 132.88 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 156.90 FEET, A CENTRAL ANGLE OF 48°31'26", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 23°57'22" WEST, A DISTANCE OF 128.95 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE 257.61 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 339.35 FEET, A CENTRAL ANGLE OF 43°29'39", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 69°57'55" WEST, A DISTANCE OF 251.47 FEET TO THE END OF THE CURVE; THENCE SOUTH 89°59'10" WEST, A DISTANCE OF 59.45 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE 60.84 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 890.83 FEET, A CENTRAL ANGLE OF 03°54'47", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 87°31'58" WEST, A DISTANCE OF 60.83 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 82.74 FEET THENCE NORTH 00°56'18" EAST, A DISTANCE OF 42.38 FEET; THENCE NORTH 28°39'01" WEST, A DISTANCE OF 165.42 FEET; THENCE NORTH 46°52'49" WEST, A DISTANCE OF 184.52 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE 269.39 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 75°17'30", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°51'02" WEST, A DISTANCE OF 250.42 FEET TO THE POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE 80.59 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 24°18'05", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 70°20'44" WEST, A DISTANCE OF 79.98 FEET TO THE END OF THE CURVE; THENCE NORTH 58°11'41" WEST, A DISTANCE OF 65.37 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE 113.02 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 09°31'22", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 53°26'01" WEST, A DISTANCE OF 112.89 FEET TO THE END OF THE CURVE; THENCE NORTH 48°40'20" WEST, A DISTANCE OF 73.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10.557 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, (NAD1983 (NSRS 2007)).

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TERRENO HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on September 8, 2021, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H21000333360. 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 N21000010702.

Authentication Code: 821A00021759-090921-N21000010702-1/1

EXHIBIT "B"

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Ninth day of September, 2021

Secretary of State

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ARTICLES OF INCORPORATION

FOR

TERRENO HOMEOWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

TERRENO HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Terreno Homeowners Association, Inc., and its address is c/o Pulte Home Company, LLC, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 720.301, Florida Statutes (2021) shall apply to terms used in these Articles, unless otherwise defined in the Declaration of Covenants, Conditions and Restrictions for Terreno ("Declaration").

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-For-Profit Corporation Act and Chapter 720, Florida Statutes (the "Act") for the operation of the Community. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Governing Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Assessments against the Members to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Common Area, including (i) rights-of-way, roads, street or access easements; (ii) utility easements/tracts or facilities; (iii) conservation or preservation easements/areas; (iv) common landscape areas; and (v) recreational areas, if any.

(C) To purchase insurance for the protection of the Common Area, the Association and the Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Common Area.

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(E) To make, amend and enforce Rules and Regulations as set forth in the Governing Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Governing Documents.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to the Community and the Governing Documents.

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

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of the Community.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

(N) To the extent required by the Permit or pursuant to agreement with the District, to maintain and operate the Surface Water Management System, including dedicated lake tracts, lake maintenance or drainage easements and corresponding infrastructure. The Association shall have the ability to accept responsibility for the operation and maintenance of the Surface Water Management System for future phases of the Community, if the Community will be constructed in phases and subsequent phases will utilize the same Surface Water Management System as the initial phase(s).

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area and other property the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by a similar non-profit organization or entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

ARTICLE IV

MEMBERSHIP:

(A) The Members shall be the Owners. Class "A" Members are all Owners other than the Developer. The Class "B" Member is the Developer as further provided in the Association's Bylaws.

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(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Association's Bylaws with respect to the Class "B" Member, the Owners of each Parcel, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Association's Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Association's Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Developer, and on and following the Turnover Date, the Board of Directors shall be elected by the Members in the manner determined by the Association's Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association's Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Association's Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Board of Directors. The initial Directors are as follows:

Scott Brooks
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

Patrick Butler
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

Laura Ray
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

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The initial Officers are as follows: Scott Brooks, President; Patrick Butler, Vice President; and Laura Ray, Secretary/Treasurer.

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Subsequent to the Turnover Date, amendments to these Articles may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-third (1/3) of the Voting Interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. A proposal to amend these Articles must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Articles for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

(C) Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Board of Directors. Subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as the Developer owns a Parcel, an amendment to these Articles shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit.

(D) Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

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(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

Laura Ray
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Laura Ray
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a corporation not for profit to do business in the State of Florida, under the laws of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 8th day of September, 2021.

Laura A. Ray
Laura Ray, Incorporator

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CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

   Terreno Homeowners Association, Inc.

2. The name and address of the registered agent and office is:

   Laura Ray
   c/o Pulte Home Company, LLC
   24311 Walden Center Drive, Suite 300
   Bonita Springs, FL 34134

Laura A. Ray
Laura Ray, Secretary

DATE: 9/8/2021

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Laura A. Ray
Laura Ray

DATE: 9/8/2021

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BYLAWS

FOR

TERRENO HOMEOWNERS ASSOCIATION, INC.

EXHIBIT "C"

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BYLAWS
OF
TERRENO HOMEOWNERS ASSOCIATION, INC.

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BYLAWS

TERRENO HOMEOWNERS ASSOCIATION, INC.

1. GENERAL: These are the Bylaws of Terreno Homeowners Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating the Community pursuant to the Florida Not-For-Profit Corporation Act.

1.1 Principal Office. The principal office of the Association is c/o Pulte Home Company, LLC, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not-for-profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declaration and the Act shall apply to terms used in these Bylaws.

2. MEMBERS:

2.1 Qualifications. The Members shall be the record owners of legal title to the Parcels in the Community. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the last to occur of the following:

(A) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Collier County, Florida.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (B)-(C) above shall not release the Member from the obligation to comply with the Governing Documents, but shall otherwise preclude such Member from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

2.2 Voting Interest. The Class "A" Members are entitled to one (1) vote for each Parcel they own. The total number of Class "A" votes shall not exceed the total number of Parcels subject to the Declaration. The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provided that subsequent to the Turnover Date, the Class "B" Member shall be entitled to one (1) vote for each Parcel it owns. The vote of a Parcel is not divisible. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons that are not acting as trustees, that Parcel's vote may be cast by any one (1) of the Owners. If two (2) or more Owners do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural

person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required.

2.4 Change of Membership. A change of membership shall be established as provided in Section 2.1 above; and the membership of the prior Owner shall thereby be automatically terminated.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an Annual meeting of the Members in each calendar year. The Annual meeting shall be held in Collier County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Prior to the Turnover Date, Special Members' meetings must be held whenever called by the President or by a majority of the Directors. Subsequent to the Turnover Date, Special Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least one-third (1/3) of the Voting Interests. The business at any Special Members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The Notice of Meeting must be sent to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery. The Member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver. Notice to the Members of meetings of the Board of Directors, meetings of a committee requiring notice in the same manner as meetings of the Board of Directors, and Annual and Special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, F.S. to any Member who has provided a facsimile number or e-mail address to the Association to be used for such purposes . Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to

the Association. Any such consent shall be deemed revoked if: the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at a Members' meeting shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the Voting Interests, provided that the quorum for an election of Directors shall be twenty percent (20%) of the Voting Interests. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes are expressly required by law or by any provision of the Governing Documents. The Association may conduct elections and other membership votes through an internet-based online voting system if a Member consents, in writing, to online voting and all requirements in Section 720.317 of the Act are met.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and delivered to the Association by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of a majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. The adjournment to a date, time and place must be announced at that meeting before the adjournment is taken, or notice must be given to all Members of the date, time and place of its reconvening. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Members' meetings shall be substantially as follows:

(A) Call of the roll or determination of quorum

(B) Reading or disposal of minutes of the last Members' meeting
(C) Reports of Officers
(D) Reports of Committees
(E) Unfinished Business
(F) New Business
(G) Adjournment

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Directors at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board of Directors meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS: The administration of the affairs of the Association shall be by the Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board of Directors, subject to approval or consent of the Members only when such is specifically required.

4.1 Number and Terms of Service; Elections. The number of Directors which shall constitute the whole Board of Directors shall initially be three (3), all of whom shall be appointed by and shall serve at the pleasure of the Developer. At the Annual meeting occurring subsequent to the date that Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act (i.e. when fifty percent (50%) of all Parcels in the Community that ultimately will be operated by the Association have been conveyed to Members other than the Developer), there shall be four (4) Directors, three (3) of whom shall be appointed by and serve at the pleasure of the Developer and the fourth elected by the Members other than the Developer. For purposes of this Section, the term "Members other than the Developer" shall not include Builders. The number of Directors shall increase to five (5) at the Turnover Meeting. Directors shall be elected by secret ballot (using a double envelope system) in accordance with the Act and these Bylaws at: the Annual Meeting occurring subsequent to the date that Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act; any other Annual Meeting prior to the Turnover Meeting; the Turnover Meeting; and at subsequent Annual Meetings.

The First Notice of the Turnover or Annual Meeting, as the case may be, shall be mailed, hand-delivered or electronically transmitted to all Members at least sixty (60) days in advance of the meeting. Any person who wishes to qualify as a candidate shall notify the Association in writing of his or her desire to be a candidate at least forty (40) days prior to the meeting and must be eligible to serve on the Board of Directors at the time of such forty (40) day deadline in order to have his or her name listed as a proper candidate on the election ballot or to serve on the Board of Directors. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 ½" by 11", which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate at least forty (40) days prior to the

election. The Association has no liability for the contents of the information sheets prepared by the candidates.

If the number of candidates does not exceed the number of vacancies, an election shall not be required. The Association shall mail, hand-deliver or electronically transmit a Second Notice at least fourteen (14) days in advance of the meeting. If an election is not required, the candidates become members of the Board of Directors at the meeting, regardless of whether a quorum is attained. However, if a quorum is attained, the candidates commence service on the Board of Directors effective upon the adjournment of the meeting.

If the number of candidates exceeds the number of seats to be filled, an election shall be required. The Association shall mail, hand-deliver or electronically transmit a Second Notice, together with any candidate information sheets, a ballot which shall list all candidates in alphabetical order by surname, and (unless the Second Notice is electronically transmitted), "inner" and "outer envelopes", at least fourteen (14) days in advance of the meeting. Directors shall be elected by a plurality of the ballots cast. A Member shall not permit any other person to vote his ballot, and any ballots improperly cast are invalid. In the election of Directors, there shall be appurtenant to each Parcel as many votes for Directors as there are Directors to be elected, but no Parcel may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

After indicating the name(s) of the candidate(s) for which the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Member's address in the Community and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. Nominations from the floor and write-in nominations are prohibited and there shall not be a nominating committee. If more than one (1) ballot is submitted for a Parcel, the ballots for that Parcel shall be disqualified. Upon receipt by the Association, no ballot may be rescinded or changed. Any vote by ballot received after the closing of the balloting may not be considered.

Notwithstanding anything to the contrary in this Section 4.1, the Association may conduct the election via an internet-based online voting system pursuant to Section 720.317 of the Act. In that case, any Member wishing to vote in that manner must consent in writing and comply with all requirements set forth in Section 720.317 of the Act and any procedures implemented by the Board of Directors.

At the Turnover Meeting, the three (3) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining two (2) Directors elected shall serve an initial one (1) year term. In the event of a tie vote, or if the number of candidates does not exceed the number of seats to be filled, the candidates shall mutually agree or shall draw lots to determine which candidate(s) shall serve and for what terms. Thereafter, all Directors (except those appointed by the Developer) shall serve two (2) year terms. Notwithstanding the foregoing provisions in this Section 4.1, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Community. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Directors appointed by the Developer are not required to be Members. Directors appointed by the Developer may be the Developer's officers or employees. Directors elected by the Members must be a Member or the spouse of a Member. If a Parcel is owned by a corporation, partnership,

limited liability company or trust, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to serve as a Director. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association on the day that he or she could last nominate himself or herself or be nominated for the Board of Directors may not seek election to the Board of Directors, and his or her name shall not be listed on the ballot. A person serving as a Director who becomes more than ninety (90) days delinquent in the payment of any fee, fine or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board of Directors, creating a vacancy on the Board of Directors to be filled according to law. For purposes of this Section 4.2, the term "any fee, fine or other monetary obligation" means any delinquency to the Association with respect to any Parcel. A person 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, may not seek election to the Board of Directors and is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors. The validity of any action by the Board of Directors is not affected if it is later determined that a person was ineligible to seek election to the Board of Directors or that a Director is ineligible for Board of Directors membership. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property is removed from office. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director or officer. Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall certify in writing to the Secretary that he or she has read the Declaration, Articles of Incorporation, Bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board of Directors, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board of Directors. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's election. However, the failure to have such written certification or educational certificate on file does not affect the validity of any Board of Directors' action.

4.3 Vacancies on the Board of Directors. If the office of any Director becomes vacant for any reason, other than recall by the membership at a Members' meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term except that vacancies of all Directors appointed by the Developer shall likewise be filled by the Developer. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, or if no Director remains on the Board of Directors, the vacancy may be filled by the Members (via a special meeting of the Members) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Developer, any or all Directors may be removed with or without cause by a majority the Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board of Directors existing prior to the election.

4.6 Other Meetings. Prior to the Turnover Date, meetings of the Board of Directors may be held at such time and place in Lee or Collier County, as shall be determined from time to time by the President or a majority of the Directors. On and subsequent to the Turnover Date, meetings of the Board of Directors may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board of Directors gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or meetings of the Board of Directors held for the purpose of discussing personnel matters. Notices of all Board of Directors meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board of Directors meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board of Directors. In the alternative to the posting requirements discussed above, notice of each Board of Directors meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Members have the right to speak with reference to any matter that is placed on the Board of Directors meeting agenda. The Association may adopt reasonable, written rules expanding the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, (including a sign-up sheet requirement), which rules must be consistent with the minimum requirements of the Act. In addition to any of the authorized means of providing notice of a meeting of the Board of Directors, the Association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on the Association's website or an application that can be downloaded on a mobile device for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the Common Areas. Any rule adopted must, in addition to other matters, include a requirement that the Association send an electronic notice to Members whose e-mail addresses are included in the Association's official records in the same manner as is required for a notice of a meeting of the Members. Such notice must include a hyperlink to the website or such mobile application on which the meeting notice is posted.

4.8 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. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board of Directors, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors

may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board of Directors deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board of Directors meetings, except for such committee meetings between the committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President and Vice President (both of whom must be Directors), a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two (2) or more offices. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board of Directors shall find to be required to manage the affairs of the Association. If the Board of Directors so determines, there may be more than one (1) Vice-President. The Board of Directors may designate one or more officers besides the President to be ex-officio members of some or all standing committees.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except for those that are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to

be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one (1) has been designated, or the Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association's funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the Association's funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's manager/management company.

6. FISCAL MATTERS: The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors.

6.2 Budget. The Board of Directors shall adopt a budget of Common Expenses for each fiscal year. The budget shall be adopted on a "build out" basis. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer or another person, if any. The notice of the meeting at which the Board of Directors adopts the budget must include a statement that Assessments will be considered and the nature of the Assessments (i.e. the budget for annual Assessments).

6.3 Reserves for Capital Expenditures and Deferred Maintenance. As set forth in Section 4.3 of the Declaration, the Developer does not fund reserves as part of its Developer Subsidy. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance with respect to the Common Area. If the Association's budget includes reserve accounts established by the Members pursuant to Section 720.303(6)(d) of the Act, such reserves shall be determined, maintained, and waived in the manner provided therein. Once the Association provides for reserve accounts, the Association shall thereafter determine, maintain, and waive reserves in compliance with the Act, provided that this does not preclude the termination of a reserve account upon approval of a majority of the Voting Interests. Upon such approval, the terminating reserve account shall be removed from the budget. Such approval may be obtained by vote of the Members at a duly called Members' meeting or by the written consent of a majority of the Voting Interests. The approval action of the Members must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the Members, the Board of Directors shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once established as provided in Section 720.303(6) of the Act, the reserve accounts must be funded or maintained or have their funding waived in the manner provided therein. The amount to be reserved in any account established shall be computed by means of a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in

estimates of cost or useful life of a reserve item. Funding formulas for reserves authorized by this section must be based on a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

6.4 Assessments. Regular annual Assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board of Directors. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.5 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. A Special Assessment may be levied against all Owners and Parcels, or only against the Owners and Parcels in a particular Neighborhood (in the latter case, if necessary to meet unusual, unexpected, unbudgeted or non-recurring Neighborhood Expenses). A Special Assessment is due on the day specified in the resolution of the Board of Directors approving such Special Assessment. Prior to the Turnover Date, the Board of Directors may not levy a Special Assessment unless a majority of the Owners other than the Developer has approved the Special Assessment by a majority vote at a duly called Special Members' meeting at which a quorum is present. On and subsequent to the Turnover Date, a Special Assessment shall not be levied unless it is first approved by two-thirds (2/3) of the Voting Interests who are obligated to pay the special Assessment, except that membership approval shall not be required for a Special Assessment that relates to the necessary maintenance, repair, insurance or replacement of Common Area, or if the special Assessment is required for the Board of Directors to comply with any law, regulation or order of any municipal, state or federal agency. Written notice of any meeting at which a Special Assessment will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. The notice must include a statement that a Special Assessment will be considered at the meeting.

6.6 Fidelity Bonds. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 6.6, the term "persons who control or disburse Association funds" includes, but is not limited to, persons who are authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer. The Association shall bear the cost of any insurance or bond.

6.7 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail or hand deliver to each Member a copy of such report or a written notice that a copy of the report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Section 720.303(7) of the Act. If approved by a majority of the Voting Interests present at a properly called members' meeting, the Association shall prepare or cause to be prepared a financial report that is less rigorous than otherwise required by the Act. If approved by a majority of the Voting Interests, the Association shall prepare or cause to be prepared a financial report that is more rigorous than otherwise required by the Act.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

6.9 Invoices.

(A) If the Association sends out an invoice for Assessments or an Owner's statement of the account described in Section 720.303(4)(j)2 of the Act, the invoice for Assessments or the statement of account must be delivered to the Owner by first-class United States mail or by electronic transmission to the Owner's e-mail address maintained in the Association's official records.

(B) Before changing the method of delivery for an invoice for Assessments or the statement of the account, the Association must deliver a written notice of such change to each Owner. The written notice must be delivered to the Owner at least 30 days before the Association sends the invoice for Assessments or the statement of the account by the new delivery method. The notice must be sent by first-class United States mail to the Owner at his or her last address as reflected in the Association's records and, if such address is not the property address, must be sent by first-class United States mail to the property address. Notice is deemed to have been delivered upon mailing as required by this subsection (B).

(C) An Owner must affirmatively acknowledge his or her understanding that the Association will change its method of delivery of the invoice for Assessments or the statement of the account before the Association may change the method of delivering an invoice for Assessments or the statement of account. The Owner may make the affirmative acknowledgment electronically or in writing.

(D) The Association may not require payment of attorney fees related to a past due Assessment without first delivering a written notice of late Assessment to the Owner which specifies the amount owed the Association and provides the Owner an opportunity to pay the amount owed without the assessment of attorney fees. The notice of late Assessment must be sent by first-class United States mail to the Owner at his or her last address as reflected in the Association's records and, if such address is not the property address, must also be sent by first-class United States mail to the property address. Notice is deemed to have been delivered upon mailing as required herein. A rebuttable presumption that the Association mailed a notice in accordance with the foregoing requirement is established if a Director, officer, or agent of the Association, or a manager licensed under part VIII of Chapter 468, Florida Statutes, provides a sworn affidavit attesting to such mailing. The notice must be in substantially the following form:

NOTICE OF LATE ASSESSMENT

RE: [property address in Terreno] .... of Terreno Homeowners Association, Inc.

The following amounts are currently due on your account to Terreno Homeowners Association, Inc., and must be paid within 30 days after the date of this letter. This letter shall serve as the Association's notice to proceed with further collection action against your property no sooner than 30 days after the date of this letter, unless you pay in full the amounts set forth below:

Maintenance due ...(dates)...	$.....
Late fee, if applicable	$.....
Interest through ...(dates)...*	$.....
TOTAL OUTSTANDING	$.....

*Interest accrues at the rate of 18% percent per annum.

7. RULES AND REGULATIONS: USE RESTRICTIONS: The Board of Directors may, from time to time, adopt and amend Rules and Regulations subject to any limits contained in the Declaration. Written notice of any meeting at which the Rules and Regulations that regulate the use of Parcels may be adopted,

amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to Rules and Regulations that regulate the use of Parcels must include a statement that changes to the Rules and Regulations regarding the use of Parcels will be considered at the meeting. Copies of such Rules and Regulations shall be furnished to each Owner. Any Rules and Regulations must be reasonably related to the promotion of health, happiness and peace of mind of the Owners and uniformly applied and enforced. Subsequent to the Turnover Date, and as long as the Developer owns a Parcel or other property in the Community, no new or amended Rule or Regulation shall be effective unless the Developer grants its approval in writing, which approval may be denied in the Developer's discretion.

A proposal to amend the Rules and Regulations must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Rules and Regulations for current text." An amendment to the Rules and Regulations is effective when recorded in the Public Records of Collier County, Florida. An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

8. COMPLIANCE AND DEFAULT: REMEDIES. In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

8.1 Obligations Of Members; Remedies At Law Or In Equity; Levy of Fines and Suspension Of Use Rights.

(A) Each Member and the Member's Tenants, Guests and invitees, are governed by, and must comply with the Act and the Governing Documents. Actions at law or in equity, or both, to redress the alleged failure or refusal to comply with the Governing Documents may be brought by the Association or by any Member against:

(1) The Association;
(2) A Member;
(3) Any Director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Governing Documents; and
(4) Any Tenants, Guests, or invitees occupying a Parcel or using the Common Area.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

(B) The Association may levy reasonable fines against any Member or any Member's Tenant, Guest or invitee for the failure of the Owner of a Parcel or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. The fine shall be in an amount deemed necessary by the Board of Directors to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. Fines shall not be secured by a lien against a Parcel unless permitted by the Act.

(C) The Association may suspend, for a reasonable amount of time, the right of a Member, or a Member's Tenant, Guest or invitee, to use the Common Area and facilities, for the failure of the Owner of

the Parcel or its occupant, licensee or invitee to comply with any provision of the Governing Documents. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Parcel. A suspension may not prohibit the right of an Owner or Tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The Association may deactivate an Owner's gate transponder or other entry mechanism (if the Community is gated) and require that the Owner, his Family members, Tenants and Guests gain entry to the Community through a guest entrance.

(D) A fine or suspension pursuant to (B) and (C) above levied by the Board of Directors may not be imposed unless the Board of Directors first provides at least fourteen (14) days' notice to the Owner and, if applicable, any occupant, licensee, or invitee of the Owner, sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the proposed fine or suspension levied by the Board of Directors is approved by the committee, the fine payment is due five (5) days after notice of the approved fine is provided to the Owner and, if applicable, to any occupant, licensee, or invitee of the Owner.

(E) If a Member is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's Tenant, Guest, or invitee, to use the Common Area and facilities until the fee, fine or other monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Parcel. A suspension may not prohibit an Owner or Tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The Association may deactivate an Owner's gate transponder or other entry mechanism (if the Community is gated) and require that the Owner, his Family members, Tenants and Guests gain entry to the Community through a guest entrance. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (E).

(F) The Association may suspend the voting rights of a Parcel or Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right allocated to a Parcel or Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Act or pursuant to the Governing Documents. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (F).

(G) All suspensions imposed pursuant to subsections (E) and (F) above must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Owner, and, if applicable, the Parcel's occupant, licensee or invitee by mail or hand-delivery.

(H) The suspensions permitted by subsections (C), (E) and (F) above apply to a Member and, when appropriate, the Member's Tenants, Guests or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Parcels owned by such Member.

8.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Community free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Subsequent to the Turnover Date, amendments to these Bylaws may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-third (1/3) of the Voting Interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or the Members, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given. A proposal to amend these Bylaws must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Bylaws for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

9.3 Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Developer. On and subsequent to the Turnover Date, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests at any Annual or Special meeting, provided that notice of the proposed amendment has been given to the Members in accordance with law. As long as the Developer owns a Parcel or other property in the Community, an amendment to these Bylaws shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel or other property in the Community, no amendment shall be effective if it affects the Developer's rights or alters a provision herein made for the Developer's benefit.

9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

The foregoing were adopted as the first Bylaws of Terreno Homeowners Association, Inc. on this day of JANUARY 13, 2022.

Scott Brooks, President

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South Florida Water Management District
Individual Environmental Resource Permit No. 11-105861-P
Date Issued: November 23, 2021

Permittee: Pulte Home Company LLC
24311 Walden Center Drive Suite 300
Bonita Springs, FL 34134

EXHIBIT "D"

Project: Terreno At Valencia Golf & Country Club

Application No. 210219-5411

Location: Collier County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If 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.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Melissa M. Roberts, P.E.
Administrator, Environmental Resource Bureau

South Florida Water Management District
Individual Environmental Resource Permit No. 11-105861-P

Date Issued: November 23, 2021	**Expiration Date:** November 23, 2026
Project Name:	Terreno At Valencia Golf & Country Club
Permittee:	Pulte Home Company LLC 24311 Walden Center Drive Suite 300 Bonita Springs, FL 34134
Operating Entity:	Terreno Homeowners Association, Inc.
Location:	Collier County
Permit Acres:	325.07 acres
Project Land Use:	Residential
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3278S
Wetland and Surface Water Impacts:	13.71 acres
Conservation Easement to District:	No
Sovereign Submerged Lands:	No

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Project Summary
This Environmental Resource Permit authorizes Construction and Operation of a stormwater management (SWM) system serving 325.07 acres of residential development known as Terreno at Valencia Golf and Country Club.

This permit authorizes the construction of a residential development of 685 single-family units with supporting infrastructure. An existing lake, Preserve 1, and golf course hole 14 have been incorporated into the proposed SWM system. The proposed SWM system includes 16 new wet detention lakes and a control structure discharging to the Golden Gate Canal. The proposed SWM system is designed to accept flows from the existing development to the west of the subject site via existing structures that will be modified under this application. Prior to the start of construction of the future amenity center a permit modification will be required. Site plans and details are attached as Exhibit No. 2.0.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description
The site is located on the south side of Oil Well Road and the north side of Randall Boulevard, approximately 1.6 miles east of Immokalee Road (State Road 846). A location map is attached as Exhibit No. 1.0.

The project site surrounds existing golf course hole 14 and an existing lake. There is an existing

canal running across the property that conveys runoff from the property and the discharge from the existing development to the west, into the Golden Gate Canal. These improvements were shown in the permitted plans of Application No. 941104-12, Permit No. 11-00418-S for the Valencia at Orangetree development.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Background
In June 1996, Permit No. 11-00418-S / Application No. 941104-12 authorized construction and operation for Sub-basin 4, the area where the subject project is located. The permitted Sub-basin 4 outfalls to the Golden Gate Canal through an existing canal crossing the site and then a control structure.

Ownership, Operation and Maintenance
Pulte Home Company LLC submitted a purchase agreement as demonstration of real property interest for the project area. Prior to commencement of construction, documentation of ownership must be submitted to the Agency. If the property is conveyed to an entity other than the permittee, a permit transfer will be required.

A draft Golf Course Operations Easement Agreement was submitted by the applicant that allows for cross access, maintenance, and operation of portions of the SWM system serving the adjacent Golf Course parcel (Refer to Exhibit 4.2). Prior to or concurrent with submittal of the engineering completion certification, a copy of the executed and recorded easement must be submitted to the District's Environmental Resource Compliance staff.

Perpetual operation and maintenance of the SWM system and preserve/mitigation areas are the responsibility of Terreno Homeowners Association, Inc. as indicated in the submitted draft governing documents (Refer to Exhibits 4.0 & 4.1). Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entity and recorded copies of its governing documents must be submitted in accordance with General Condition No. 7.

Engineering Evaluation:

Land Use
The land use for the permit area is shown in the table below and Exhibit No. 2.0 - page 5 for land use information per sub-basin.

Water Quality
The project is located within a watershed identified by the Florida Department of Environmental Protection as impaired for nutrients; therefore, the design includes a site-specific pollutant loading analysis and an additional 50% water quality treatment volume above the amounts required pursuant to Section 4.2.1, Volume II, as reasonable assurances that the project's discharge will not cause or contribute to violations of State water quality standards. The project provides 33.20 ac-ft of water quality treatment, including 1.50 ac-ft for the existing upstream basins and compensating water quality treatment volume for the proposed offsite improvements within the Oil Well Road ROW (see Application No. 211104-32075) and for the future offsite turn lane on Randall Boulevard.

The project includes implementation of a Turbidity and Erosion Control Plan (Exhibit No. 2.0), a Construction Pollution Prevention Plan (Exhibit No. 2.1) and an Urban Stormwater Management Program (Exhibit No. 2.2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Discharge
The project discharge is within the allowable limit of 0.04 cfs/acre, per Collier County Ordinance No. 2017-19.

The existing 131.99-acre basin area will continue to discharge 0.05 cfs/acre as previously approved under Permit No. 11-00418-S. In addition, the project includes pass-through flows from the Randall Boulevard Expansion.

As found in Exhibit No. 2.0 - page 5 the project discharge rate is less than the overall allowable discharge rate for this project.

Discharge Structures
For Control Structure Details, see Exhibit 2.0 - page 11.

Road Design
As found in the Surface Water Management Summary Table in Exhibit No. 2.0 - page 5, the minimum road center line elevations have been set at or above the calculated design storm flood elevation.

Perimeter Berm
As found in the Surface Water Management Summary Table in Exhibit No. 2.0 - page 5, the minimum perimeter berm elevations of the proposed sub-basins have been raised to elevation 14.94' NAVD to meet floodplain compensation requirements.

Finished Floors
As found in the Surface Water Management Summary Table in Exhibit No. 2.0 - page 5, the minimum finished floor elevations have been set at or above the calculated design storm flood elevation or applicable FEMA elevations.

Flood Plain/Compensating Storage
Portions of the project area are located within a FEMA designated Special Flood Hazard Area. The project areas that lie within Panels 12021C0240H and 12021C0245H are designated as Zone AE, with Base Flood Elevations ranging from 13.5-15.0 FT-NAVD. The applicant's engineer of record has demonstrated through floodplain/historic storage calculations that the project will not cause adverse impacts to the floodplain. Since the post-development anticipated discharge volume is higher than the discharge volume in the pre-development condition, the perimeter berm was raised to ensure no impacts to the adjacent properties.

Offsite Flows
The project will accept 7.29 cfs from the future Randall Boulevard Expansion project that will pass through the proposed SWM system.

Certification, Operation, and Maintenance
Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in

perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

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Engineering Evaluation Tables:

Land Use

Basin	Land Type	Area (ac)	% of Total Basin
Basin 1	Building Coverage	60.05	23.41
	Impervious	37.63	14.67
	Lake	37.53	14.63
	Pervious	102.13	39.81
	Preserved	19.20	7.48
	Total:	256.54	100%
Offsite basin	Preserved	49.80	72.67
	Pervious	18.73	27.33
	Total:	68.53	100%
TOTAL	Total	325.07	100.00
	Total:	325.07	100%

Water Quality

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)
Basin 1	Treatment	WET DETENTION	33.20	33.20

SWFWMD RECEIVED APPROVED

Environmental Evaluation:

Wetlands and Other Surface Waters

The Project site contains fifteen (15) isolated jurisdictional wetlands totaling approximately 22.50 acres and eight (8) other surface waters (OSW) totaling approximately 10.45 acres. The site was previously permitted under Permit No.11-00418-S/Application No. 941104-12. The wetlands can be generally described as cypress-pine-cabbage palm and mixed forested wetland habitats with varying degrees of nuisance and exotic vegetation. The OSW can be generally described as man-made ditches, canals, and stormwater management areas. The hydrology of the on-site wetlands has been adversely affected by the adjacent Golden Gate Canal and surrounding land uses. A FLUCCS map depicting the existing land use and vegetative communities is attached as Exhibit No. 3.0. A wetland/OSW identification map is attached as Exhibit No. 3.1.

The Project will result in 3.24 acres of direct wetland impacts, 10.45 acres of OSW impacts and 0.09 acres of secondary wetland impacts. The project will result in a reduction of 0.17 acres of wetland impacts to Wetland No. 15 (formerly known as Wetland No. 9) and 0.06 acres to Wetland No. 7 (formerly known as Wetland No. 11) that were previously authorized for impacts under Application No. 941104-12. All of Wetland Nos. 1, 3 through 6 and 8, along with small portions of Wetland Nos. 7 and 11 will be directly impacted. Wetland mitigation will be required for direct impacts to Wetland No. 1 (~1.22 acres) and a small portion of Wetland No. 11 (~0.03 acres). Pursuant to Section 10.2.2.1 of the Applicant's Handbook Volume I, no compensatory mitigation is required for Wetlands Nos. 3 through 8 (~1.99 acres) since they are isolated, less than one-half acre, and not utilized by protected species. Additionally, 0.09 acres of Wetland No. 11 is considered 100% secondarily impacted and 0.02 acres of upland preserve adjacent to Wetland No. 11 will be impacted. Secondary impacts were evaluated 25' from the direct impact area associated with the golf cart path. The direct and secondary wetland impacts to Wetland No. 11 and upland preserve impacts within conservation area CA-2 will result due to the relocation of an existing golf cart path to accommodate the future widening of Randall Boulevard. The wetland and OSW impact areas are depicted on Exhibit No. 3.2. Wetland Nos. 9, 10, 11, 12, 13, and 14 and adjacent upland areas are encumbered by a passive recreational conservation easement dedicated to the District under Permit No. 11-00418-S. The existing conservation easement totals 36.02 acres and is recorded in the Collier County Public Records. Please refer to Exhibit No. 3.3.

The amount of mitigation was determined by using the Uniform Mitigation Assessment Method (UMAM) in Chapter 62-345, F.A.C. The final scores can be found in the permit file. According to the UMAM analysis, the functional loss associated with the Project's wetland impacts is 0.46 functional units. The applicant proposes to preserve and enhance 19.17 acres of on-site wetlands to offset the loss of wetland function resulting in a gain of 0.46 functional units. The proposed mitigation is located within the same basin as the impacts, therefore pursuant to Section 10.2.8 of Volume I, the project will not result in unacceptable cumulative impacts to the West Collier Drainage Basin.

The Project will preserve and enhance a total of 19.26 acres of existing jurisdictional wetlands which includes 19.17 acres of wetlands, and 0.09 acres of secondarily impacted wetlands. The wetland preserves include the larger, higher quality wetlands within the Project site. In addition, the Project will enhance and preserve 17.27 acres of upland preserve/upland buffer areas and 32.37 acres of Collier County upland preserve area.

The preserve areas will be enhanced via hand and mechanical removal of nuisance and exotic vegetation followed by supplemental planting in areas containing greater than 25 percent exotic vegetation. Natural recruitment is proposed in areas containing less than 25 percent coverage by exotic vegetation. Supplemental planting will be conducted in areas that contain 25 percent or greater coverage by exotic vegetation.

The mitigation areas shall be free of Category I and II exotic species and nuisance vegetation immediately following a maintenance activity and will not consist of more than 5% of total combined coverage between maintenance activities. Exotic vegetation species are identified as Category I and II invasive exotic plant species, pursuant to the most current list established by the Florida Invasive Species Council (FISC). All vegetative debris, including any dead standing debris that results from herbicide spraying, will be physically removed from the onsite preserve area (conservation easement areas). No stockpiling of exotic vegetation will be allowed in the preserve areas. Herbicides will be approved for aquatic use and used in accordance with the label. Temporary trails that may be used for removal of nuisance and exotic vegetative debris are depicted on the monitoring map in the mitigation plan. Details of the mitigation, maintenance, and monitoring plan are attached as Exhibit No. 3.4. Monitoring will be conducted by the permittee for a minimum of five years or until District staff determines that mitigation success has been achieved. The applicant has provided a draft performance bond as financial assurance that is 110% of the cost estimate for the mitigation activities in the amount of $93,063.19. The cost estimate and draft performance bond are attached as Exhibit No. 3.5.

As stated above, the existing conservation easement totals 36.02 acres (~19.03 acres of wetlands and ~16.88 acres of uplands). The existing conservation easement inlcudes the following areas: CA-1, CA-2, CA-4, CA-5, CA-6, and CA-7. An additional 0.56 acres, CA-3 (0.06 acres of wetlands and 0.11 acres of upland buffer) and CA-8 (0.17 acres of wetlands and 0.22 acres of upland buffer) will be encumbered by a passive recreational conservation easement dedicated to the District. The conservation areas will now total 36.58 acres which includes 19.26 acres of wetlands, 17.27 acres of uplands, and 0.05 acres of golf cart path. Please refer to the conservation easement areas map attached as Exhibit No. 3.6 and draft conservation easement for CA-3 and CA-8 is attached as Exhibit No. 3.7. The Collier County preserve areas, 32.37 acres, will be placed under a separate conservation easement dedicated to Collier County. The project received a "No Permit Required" determination from the United States Army Corps of Engineers on November 27, 2020 (Exhibit No. 3.8).

The control elevation of the site is based on stage elevation data from the headwater gauge of the adjacent Golden Gate Canal weir structure (DBHYDRO Station GOLD.W5_H) due to the lack of biological indicators within the preserve areas. The hydroperiod of the wetland preserve will be maintained via discharge from the stormwater management system. Construction plans include turbidity and erosion control measures. In addition, specifications were included to ensure bare earth areas are stabilized immediately upon reaching final grades when work is being conducted adjacent to wetlands and/or draining to receiving water bodies.

Fish, Wildlife, and Listed Species

Passarella & Associates, Inc. conducted a Collier County listed species survey on September 18, 23, 24, and 25, 2020. A little blue heron (*Egretta caerulea*) and a total of 44 potentially occupied gopher tortoise (Gopherus polyphemus) burrows were observed. No wood stork (*Mycteria americana*) were observed nesting within the project area. A protected species survey map depicting the location of where species were observed is attached as Exhibit No. 3.9.

The Project is located within the United States Fish and Wildlife (USFWS) consultation area for the red-cockaded woodpecker (*Picoides borealis*), the USFWS Audubon's crested caracara (*Polyborus plancus*) consultation area, the USFWS consultation area for the Florida Bonneted Bat (FBB) (*Eumops floridanus*) and the UFSWS Panther Focus Area/Secondary Zone. None of these species or signs of utilization were observed onsite during listed species surveys. An acoustic survey and tree cavity survey for the FBB were conducted over serveral days during October 2020. No evidence of FBB utilization was observed. The Florida Fish and Wildlife Conservation Commission (FWCC) database shows one Texas cougar (TX-104) telemetry point on the Project site and one Florida panther (FP-251) telemetry point immediately south of the southern property boundary. The Texas cougar telemetry location is from June 1995 and the Florida panther telemetry location is from September 2018. The FWCC database documents that TX-104 and FP-251 are both deceased. No recent telemetry locations are documented on the Project site. In

addition, no Florida panthers or their signs (i.e., tracks, scrapes, dens, etc.) were observed on the property during the listed species survey. The FWCC map of documented species is attached as Exhibit No. 3.10.

The wetlands or surface waters to be impacted provide habitat for wetland-dependent species. The proposed onsite mitigation will provide or improve habitat for wetland-dependent and aquatic species. No aquatic or wetland-dependent listed species or species having special protection were observed to be using the uplands within the project for nesting or denning. Additionally, the Applicant will enhance and preserve offsite parcels as discussed below. A listed species management plan is attached as Exhibit No. 3.11.

Based on the Applicant's coordination with the USFWS, the Project will result in a loss of 2,152 Panther Habitat Units (PHUs). The Applicant will enhance and preserve 87.97 acres of offsite parcels within North Belle Meade which are located within the Primary Zone of the Florida panther. The offsite parcels will provide a gain of 754 PHUs. The remaining 1,398 PHU loss will be offset by the purchase of 1,398 PHUs from Florida Panther Conservation Bank II (FPCB II). The offsite parcels are also located within the USFWS proposed critical habitat area for the FBB. The lands within North Belle Meade will provide habitat for the FBB, wood stork, eastern indigo snake, and other species. Upon completion of the enhancement activities, the offsite parcels within North Belle Meade will either be deeded to Conservation Collier for long-term management or placed under conservation easement to Collier County and maintained long-term by the Valencia Community Development District (CDD).

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

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Environmental Evaluation Tables:
Summary

Wetlands and Other Surface Waters:	32.95	acres
Direct Impacts:	13.71	acres
Secondary Impacts:	0.09	acres
Net UMAM Functional Loss/ Gain:	0	units
Total Onsite Mitigation Area:	36.44	acres
Total Offsite Mitigation Area:	0	acres
Mitigation Provided in Permit No.:		

Total Mitigation Bank Credits Provided

Mitigation Bank	Type	Total Credits
		0
Total:		0

Direct and Secondary Wetland Impacts

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
1-1	1.19	Direct Impact	Cypress - Pine - Cabbage Palm	0.3	0	-0.357
1-2	0.03	Direct Impact	Wetlands	0.27	0	-0.008
11-1D	0.03	Direct Impact	Mixed Wetland Hardwoods	0.7	0	-0.021
11-1S	0.09	Secondary Impact	Mixed Wetland Hardwoods	0.7	0	-0.063
WL No. 3-8	1.99	Direct Impact	Mixed Wetland Hardwoods	0	0	0.000
OSW	10.45	Direct Impact	Ditches and Canals	0	0	0.000
Total:	**13.78**					**-0.449**

Upland Impacts with CA-2 (Adjacent to Wetland No. 11)

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
CA-2	0.02	Direct Impact	Pine Flatwoods	0.7	0	-0.014
Total:	**0.02**					**-0.014**

Wetland/Upland Enhancement and Preservation

UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
2-1	9.59	Enhancement	Cypress - Pine - Cabbage Palm	Cypress - Pine - Cabbage Palm	0.6	0.633	3	1.25	1.0	0.237
7-1	0.06	Enhancement	Cypress - Pine - Cabbage Palm	Cypress - Pine - Cabbage Palm	0.6	0.633	5	1.25	1.0	0.001
9-1	2.17	Enhancement	Cypress - Pine - Cabbage Palm	Cypress - Pine - Cabbage Palm	0.6	0.633	5	1.25	1.0	0.050
10-1	1.22	Enhancement	Cypress - Pine - Cabbage Palm	Cypress - Pine - Cabbage Palm	0.633	0.67	5	1.25	1.0	0.032
11-1	2.89	Enhancement	Mixed Wetland Hardwoods	Mixed Wetland Hardwoods	0.7	0.733	5	1.25	1.0	0.067
12-1	0.68	Enhancement	Cypress - Pine - Cabbage Palm	Cypress - Pine - Cabbage Palm	0.6	0.633	5	1.25	1.0	0.016

13-1	0.7	Enhancement	Cypress - Pine - Cabbage Palm	Cypress - Pine - Cabbage Palm	0.6	0.633	5	1.25	1.0	0.016
14-1	1.28	Enhancement	Cypress - Pine - Cabbage Palm	Cypress - Pine - Cabbage Palm	0.6	0.633	5	1.25	1.0	0.030
15-1	0.17	Enhancement	Cypress - Pine - Cabbage Palm	Cypress - Pine - Cabbage Palm	0.6	0.633		1.25	1.0	0.000
14-2	0.41	Enhancement	Freshwater Marshes	Freshwater Marshes	0.63	0.677	5	1.25	1.0	0.014
Uplands	17.27	Enhancement	Pine Flatwoods	Pine Flatwoods	0.7	0.7	1	1	1.0	0.000
Total:	**36.44**									**0.463**

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Related Concerns:

Water Use Permit Status
The applicant has indicated that surface water lakes with recharge from groundwater withdrawals from the Lower Tamiami Aquifer will be used as a source for irrigation water for the project. Water Use Application No. 210702-7 is being processed concurrently with this permit.

The applicant has indicated that dewatering is required for construction of this project. Water Use Application No. 210706-1 is being processed concurrently with this permit.

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.

Water and Wastewater Service
Collier County Utilities.

Historical/ Archeological Resources
The District has received correspondence from the Florida Department of State, Division of Historical Resources (DHR) dated May 11, 2021, indicating that no significant archaeological or historical resources are recorded in the project area and therefore the project is unlikely to have an effect upon any such properties. The DHR requested that a condition be added to the permit regarding unexpected discoveries during ground disturbing activities on the property. Please refer to General Condition No. 14. 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.

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General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

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 Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

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Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.

2. Operation and maintenance of the stormwater management system and preserve/mitigation areas shall be the responsibility of the Terreno Homeowners Association, Inc. Upon completion of construction and in conjunction with submittal of the as-built certification, a request for transfer to the operating entity with supporting documentation must be submitted in accordance with General Condition No. 7.

3. Prior to the commencement of construction and pursuant to Section 4.2.3(d)(3) of Applicant's Handbook Volume I, the permittee shall demonstrate ownership of the project area to the District's Environmental Resource Compliance staff.

4. Prior to or concurrent with submittal of the engineering completion certification, recorded documentation of perpetual legal reservation(s) for access, maintenance, and operation of the adjacent Golf Course property must be provided to the District's Environmental Resource Compliance staff.

5. 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.

6. 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.

7. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.

8. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the Fort Myers Service Center at (239) 338-2929 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

9. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff

are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

10. 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.

    A listed species management plan and human-wildlife co-existence plan shall be implemented in accordance with Exhibit No. 3.11. Pre-construction listed species surveys shall be conducted in accordance with the plan, as appropriate.

11. A mitigation program for Terreno at Valencia shall be implemented in accordance with Exhibit No. 3.4. The permittee shall enhance and preserve 19.26 acres of wetlands and 17.27 acres of uplands.

12. Prior to commencement of construction and in accordance with the work schedule herein, the permittee shall submit the following via ePermitting or to the Environmental Compliance staff at the local District office:

    -One certified copy of the recorded conservation easement document including the following exhibits: Exhibit A (location map) and Exhibit B (legal description and sketch for conservation areas CA-3 and CA-8) and Exhibit C (mitigation plan).

    -A CD or DVD containing the easement data 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.
    -Form 1001 ERP REG: Title, Possession, and Lien Affidavit, fully executed by the owner and notarized. The recorded easement shall utilize the form attached as Exhibit No. 3.7. This Exhibit may not be modified. The easement must be free of mortgages, liens, easements or other encumbrances or interests in the easement which District staff states 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.

13. Prior to the commencement of construction and in conformance with the work schedule herein, the permittee shall provide an original performance bond in the amount of $93,063.19 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibit No. 3.4. The financial assurance shall be in substantial conformance with performance bond included in Exhibit No. 3.5. The bond cannot be revoked, terminated or cancelled without prior written approval by the District, which will be conditioned upon the permittee providing an alternate financial responsibility mechanism meeting the requirements of Section 10.3.7 (including Subsections) of Applicant's Handbook Volume I. 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.

14. Prior to construction, and in accordance with the work schedule herein, a baseline monitoring report for Terreno at Valencia Golf and Country Club shall be submitted as described in Exhibit No. 3.4.

15. A time zero monitoring report for Terreno at Valencia Golf and Country Club shall be conducted in accordance with Exhibit No. 3.4 for all created/restored wetlands. The plan shall include a survey of the areal extent, acreage and cross-sectional elevations of the created/restored areas and panoramic photographs for each habitat type. The report shall also include a description of planted species, sizes, total number and densities of each plant species within each habitat type as well as mulching methodology.

16. A monitoring program shall be implemented in accordance with Exhibit No. 3.4. The monitoring program shall extend for a minimum 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.

17. A maintenance program for Terreno at Valencia Golf and Country Club shall be implemented in accordance with Exhibit No. 3.4 for the enhanced and preseved 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 & 2 exotic vegetation as defined by the Florida Invasive Species Council 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.

18. If monitoring reports or other information show the preserved wetlands have been negatively affected by the permitted development in a manner that is irreversible (such as impounding the wetland and drowning the existing vegetation or a reduction in the hydroperiod resulting in the transition of wetlands into upland/transitional habitat), the permittee shall be required to submit a remediation plan within 30 days of notification by the District's Environmental Resource Compliance staff of such conditions. The remediation plan may include onsite or offsite mitigation as necessary to address any deficiencies.

19. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached herein. Any deviation from these time frames must be coordinated with the District's Environmental Resource Compliance staff, and may require a minor modification to this permit. 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.

20. The permittee and all designated contractors shall adhere to all project and mitigation construction details and methodology indicated on the enclosed permit Exhibits and described herein.

21. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project construction details and methods indicated on the attached permit Exhibits and described herein.

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

23. Prior to the permittee instituting any future changes not authorized by this permit, the permittee shall notify the District of such intentions for a determination of any necessary permit modifications.

24. Prior to the commencement of construction activities for the offsite improvements within the Oil Well Road Right-of-Way, Minor Modification of Permit No. 11-01745-P from the District and currently reviewed under Application No. 211104-32075 must be completed and issued.

25. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at regular intervals along the preserve/development interface. These markers shall be maintained in perpetuity.

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Project Work Schedule for Permit No. 11-105861-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. 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.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	11/23/2021	Construction Commencement Notice	Prior to Construction	
GC 6	11/23/2021	Submit Certification	30 Days After Construction Completion	
GC 7	11/23/2021	Submit Operation Transfer Request	Within 30 days of Certification	
SC 3	11/23/2021	Submit Proof of Ownership	Prior to Construction	
SC 4	11/23/2021	Submit Copy Recorded Easement Agreement	With Construction Completion Certification	
SC 8	11/23/2021	Pre-Construction Meeting	Prior to Construction	
SC 12	11/23/2021	Submit Recorded Conservation Easement	12/23/2021	
SC 13	11/23/2021	Submit Financial Assurances	12/23/2021	
SC 14	11/23/2021	Submit Baseline Monitoring Report	12/23/2021	
SC 15	11/23/2021	Submit Time Zero Monitoring Report	Within 30 Days of Mitigation Construction Complete Date	
SC 16	11/23/2021	Submit Annual Monitoring Report 1	Within 60 days of Construction Commencement and then Annually for 5 years	
SC 16	11/23/2021	Submit Annual Monitoring Report 2	1 year after previous submission	
SC 16	11/23/2021	Submit Annual Monitoring Report 3	1 year after previous submission	
SC 16	11/23/2021	Submit Annual Monitoring Report 4	1 year after previous submission	
SC 16	11/23/2021	Submit Annual Monitoring Report 5	1 year after previous submission	

GC = General Condition

SC = Special Condition

Distribution List

Brandon Frey, Jr Evans Engineering, PA

Roberto Bollt, Orangtree Associates

Shane Johnson, Passarella and Associates Inc

Neale Montgomery, Pavese Law Firm

Kimberly P Thorton, Roberto Bollt, Trustee

Terreno Homeowners Association, Inc.

Audubon of Florida

Div of Recreation and Park - District 4

US Army Corps of Engineers - Permit Section

CERTIFIED COPY

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 210219-5411 .

NOT OFFICIAL RECORD

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 Plans

Exhibit No. 2.1 Consruction Pollution Prevention Plan

Exhibit No. 2.2 Urban Stormwater Management Program

Exhibit No. 3.0 FLUCFCS Map

Exhibit No. 3.1 Wetland/OSW Identification Map

Exhibit No. 3.10 FWCC Map of Documented Species

Exhibit No. 3.11 Listed Species Management Plan

Exhibit No. 3.2 Impact Map

Exhibit No. 3.3 Existing Conservation Easement

Exhibit No. 3.4 Mitigation Plan

Exhibit No. 3.5 Cost Estimate & Performance Bond

Exhibit No. 3.6 Conservation Easement Area Maps

Exhibit No. 3.7 Conservation Easement for CA-3 & CA-8

Exhibit No. 3.8 USACE No Permit Required Determination

Exhibit No. 3.9 Protected Species Map

Exhibit No. 4.0 Declaration of Covenants (Draft)

Exhibit No. 4.1 Plat (Draft)

Exhibit No. 4.2 Golf Course Operation Easement Agreement (Draft)

NOT A CERTIFIED COPY

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, 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. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. 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 (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein 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, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District 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.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District 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 whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed 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 District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 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 District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified 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 District'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 District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District'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 District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

EXHIBIT "E"

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR COLLIER COUNTY, FLORIDA CIVIL ACTION

VALENCIA GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., Plaintiff, vs. ROBERTO BOLLT, as Trustee of Land Trust Agreement dated January 27, 1986, ORANGETREE ASSOCIATES, a Florida Joint Venture, and ORANGE TREE HOMEOWNER'S ASSOCIATION, INC., Defendants.	)	Case No.: 17-CA-2168

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT ("Agreement") is made this 1st day of April 2019 by and between Plaintiff VALENCIA GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC. ("VALENCIA HOA"); and Defendants ROBERTO BOLLT, as Successor Trustee of Orangetree Land Trust dated January 27, 1986 ("BOLLT"); ORANGETREE ASSOCIATES; and ORANGE TREE HOMEOWNER'S ASSOCIATION, INC. ("ORANGE TREE HOA"), and the parties agree as follows:

1. ORANGETREE ASSOCIATES will pay VALENCIA HOA the sum of $140,000.00 within 15 days of the execution of this Agreement. Upon payment of this sum, ORANGETREE ASSOCIATES will be released of its remaining payment obligations under the Letter Agreement dated January 26, 2012, attached hereto and incorporated by reference (the "Letter Agreement").
2. ORANGETREE ASSOCIATES will pay VALENCIA HOA the following additional sums:

a. $10,000.00 by May 1, 2023

b. $10,000.00 by May 1, 2024

c. $10,000.00 by May 1, 2025

d. $10,000.00 by May 1, 2026

e. $10,000.00 by May 1, 2027

3. The sums paid pursuant to paragraphs 1 and 2 above will be maintained in an escrow account dedicated to repair and maintenance expenses for Approach Boulevard, which is defined as the real property identified in the plat attached hereto. Adamczyk Law Firm, PLLC, or any law firm that may represent VALENCIA HOA in the future, shall serve as escrow agent. In consideration for payment of the sums described in paragraphs 1 and 2 above, VALENCIA HOA releases Defendants from all responsibility for maintenance and repair of Approach Boulevard.

4. Upon payment of the sums stated in paragraphs 1 and 2 above, Defendants will have no further liability to contribute to the expense of maintaining Approach Boulevard.

5. The provisions of paragraph 7 of the Letter Agreement will govern the payments described in paragraph 2 above if any new communities are established from the date of this Agreement to May 1, 2027.

6. VALENCIA HOA will, within 30 days of the date of this Agreement, prepare a budget for deferred maintenance for the leased premises of the Ground Lease dated October 15, 2008 (the "Ground Lease") pursuant to paragraph 7 of the Ground Lease and provide it to Kimberly Thornton. The budget will include line items for current needed repairs, including without limitation irrigation, landscaping, lighting, and paving. To prepare the deferred maintenance budget, VALENCIA HOA will be responsible for obtaining bids for

irrigation and landscaping. BOLLT will be responsible for obtaining bids for lighting, which shall be furnished to VALENCIA HOA within 20 days of the date of this Agreement.

7. VALENCIA HOA will, within 30 days of the date of this Agreement, prepare a regular maintenance budget for the leased premises of the Ground Lease pursuant to paragraph 7 of the Ground Lease and provide it to Kimberly Thornton. The regular maintenance budget will include line items for recurring operating expenses, including without limitation irrigation, landscaping, lighting, paving, electricity, property taxes, and reserves.
8. Per the Ground Lease, BOLLT will pay 57% of the expenses described in paragraphs 6 and 7 above. VALENCIA HOA will pay 43% of the expenses described in paragraphs 6 and 7 above. VALENCIA HOA specifically acknowledges that it is responsible to pay 43% of the $22,644.00 in paving expenses recently incurred ($9,736.92).
9. If it has not been previously recorded, VALENCIA HOA will record a memorandum of the Letter Agreement dated January 26, 2012 in the Public Records of Collier County, Florida.
10. Within 10 days of receipt of the $140,000.00 payment stated in paragraph 1 above, the parties shall file a joint stipulation dismissing all claims and defenses in the above-captioned lawsuit with prejudice.
11. All parties will bear their own attorneys' fees and costs in the above-captioned lawsuit.
12. Miscellaneous:

    a. The parties agree that in the event any other documents not described in this Agreement are required to fully effectuate the terms, conditions and obligations the parties have agreed to herein, then in that event, the parties shall make, execute and deliver or cause to be made, executed and delivered and, where

appropriate, shall cause to be recorded or filed any and all such further documents or instruments necessary or desirable to complete or perfect the said terms, conditions or obligations. This shall include, but not be limited to, a commercially reasonable escrow agreement that may be required by Adamczyk Law Firm, PLLC.

b. Any number of counterparts of this Agreement may be signed and delivered, including by facsimile, each of which, together, shall constitute one and the same Agreement.

c. This Agreement shall be construed in accordance with the laws of the State of Florida, and any dispute arising out of, connected with, related to, or incidental to the relationship between the parties in connection with this Agreement, whether arising in tort, contract, equity, or otherwise, shall whether arising in tort, contract, equity, or otherwise, shall be resolved in accordance with the internal laws (as opposed to the conflicts of law provisions) and decisions of the State of Florida.

d. No change, modification, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by the party or parties against whom enforcement is sought.

e. All understandings and agreements between the parties are contained herein and the parties acknowledge that no representations or warranties have been made other than those specifically set forth herein.

f. If any litigation shall be instituted for the purpose of enforcing or interpreting

any of the provisions of this Agreement, the prevailing party or parties as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees at the trial level and in connection with all appellate proceedings.

g. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of the Agreement, venue shall be in Collier County. The parties waive the right to a jury trial.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VALENCIA GOLF & COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.
By Mary Ann Bachelor, its Officer

ROBERTO BOLLT, as Trustee of Land Trust Agreement dated January 27, 1986

ORANGETREE ASSOCIATES
By Roberto Bollt, its Agent

ORANGE TREE HOMEOWNER'S ASSOCIATION, INC.
By Kimberly Thornton, its Officer

Kelsey Hazzard, Esq.
Attorney for Plaintiff

Shannon Puopolo, Esq.
Attorney for Defendants

Orangetree Associates
4500 Executive Drive, Suite 110
Naples, FL 34119

January 26, 2012

Valencia Golf and Country Club Homeowners Association, Inc.
("VGCC HOA")
1711 Double Eagle Trail
Naples, FL 34120

Re: Letter Agreement

Dear Members of the VGCC HOA Board of Directors:

The Orangetree Associates developer, in consideration of the attached Resolution of Support, agrees to cooperate with the VGCC HOA in the improvement of the overall community. Specifically, Orangetree Associates agrees to the following:

1. The future interior homes on the existing Double Eagle Trail and the remaining platted R2 lots and the R2-2 parcel within VGCC, as depicted on Exhibit E from petition PUDZ-2003-AR-3606, will consist of a minimum of 1,650 square feet of single-family living space under air.

2. Double Eagle Trail will be extended by the developer past Par Drive to a distance sufficient to provide the last homeowner on the corner of Par Drive and Double Eagle Trail a single family lot across the street. This is intended to give the VGCC HOA sufficient space to install new security gates that will not be directly in front of the last homeowners' house.

3. Orangetree Associates will pay twenty-six thousand dollars ($26,000) per year for a period of ten (10) years beginning thirty (30) days after the county commission's approval of petition PUDZ-2003-AR-3606 becomes final and all legal challenges filed within thirty (30) days of that final approval are resolved favorably for Orangetree Associates or are otherwise settled prior to trial.

4. Orangetree Associates will pay to VGCC HOA forty-six thousand five hundred dollars ($46,500) to cover the cost of installing additional security gates on Double Eagle Trail, west of Approach Boulevard. This payment will relieve Orangetree Associates, Orangetree Utilities, the golf course, and their successors and assigns, and affiliates of any further responsibility or liability related to these security gates, the operation of these gates or the maintenance of these security gates. The VGCC HOA Board of Directors agrees to ensure reasonable access through these security gates for Orangetree Associates, Orangetree Utilities, the golf course, their successors and assigns, contractors and invitees, and others needing access for Orangetree Associates, during normal business hours except during emergencies.

   In addition, Orangetree Associates will pay to the VGCC HOA an additional thirty-eight thousand five hundred dollars ($38,500). This payment of $38,500 is to cover a portion of the cost of landscaping work necessary within the Valencia Golf and Country Club community common areas, such as tree trimming and pruning. The VGCC HOA agrees to provide to Orangetree Associates an accounting of the use of these funds for this purpose.

   The total payment of eighty-five thousand dollars ($85,000) will be made within sixty (60) days of the county commission approval becoming final and all legal challenges filed within thirty (30) days of that final approval being resolved favorably for Orangetree Associates or are otherwise settled prior to trial.

5. The VGCC HOA Board of Directors agrees to obtain dismissal of the lawsuit filed by Howard Anderson, et al, case number 11-3578CA. The dismissal of this lawsuit shall be accomplished within 5 days of the acceptance of this letter agreement by the VGCC HOA Board of Directors.

6. The VGCC HOA is aware of the need to make location changes to a part of the preserve area adjacent to the 17th hole of the golf course. The VGCC HOA will not object to the location changes as noted below; and will assist in obtaining all necessary approvals.

   During the initial recording of Valencia Golf and Country Club Phase 1A plat, preserve limits (conservation easement areas) were recorded in error that included golf course

improved areas. These recorded preserve areas require adjustment to redefine their boundaries so that the areas of existing native vegetation (trees/shrubs) remain as preserve but that the preserve designation is removed from the areas of the golf course.

7. New associations, including a master association, will need to be created to manage portions of the existing common areas and to manage common areas yet to be built, which common areas, wherever located, shall be for the benefit of all residents in VGCC. The master association shall not become effective until after the sale of the first home in the R-3 district.

a. Authority and control of a master association shall be split equally between VGCC HOA and all new neighborhood associations similar to VGCC HOA to be formed to operate the remaining portion of VGCC. However, costs of the master association shall be split on a proportional basis. Orangetree Associates intends to build 1,050 housing units in the remaining portion of VGCC. As an example, the existing portion of VGCC will consist of 400 units. Accordingly, the existing portion of VGCC shall be responsible for a 400/1,450 share of the master association's costs and expenses and the remaining portion of VGCC shall be responsible for a 1,050/1,450 share of the master association's costs and expenses.

b. Orangetree Associates and their assigns shall complete construction of the tot lot, tennis courts, and the community area by the time certificates of occupancy are issued by Collier County on 250 housing units in the R-3 district of VGCC, yet to be developed as depicted on Exhibit E, Future Recreational Area #1, of petition PUDZ-2003-AR-3608.

8. The two lists of additional changes to the Orangetree Associates petition PUDZ-2003-AR-3608 resulting from the Collier County Planning Commission hearing and the VGCC HOA public meeting contained in the attached petition PUDZ-2003-AR-3608 dated 11/08/11 and are hereby incorporated into this Letter Agreement by this reference.

9. The benefits and obligations set forth herein shall be covenants running with the land and shall bind VGCC HOA, Orangetree Associates, and their respective successors-in-interest and assigns. The parties' successors-in-interest and assigns shall be jointly and severally liable for the obligations set forth herein and shall be entitled to the benefits set forth herein. VGCC HOA will provide to Orangetree Associates a Memorandum of Agreement reflecting this Letter Agreement which shall be recorded in the Collier County Official Records.

The obligations of Orangetree Associates in this Letter Agreement are contingent upon the passage of a Resolution of Support of the Orangetree Associates petition PUDZ-2003-AR-3608, delivery of the Resolution of Support and cover letter to the Collier County Commission prior to the meeting of February 14, 2012, dismissal of case number 11-3578CA, and the County Commission's final approval of petition PUDZ-2003-AR-3608 and all legal challenges filed within thirty (30) days of that final approval being resolved favorably for Orangetree Associates or are otherwise settled prior to trial.

The VGCC HOA agrees to have one of its members present at the county commission meeting when Petition PUDZ-2003-AR-3608 is considered by the Collier County Commission to present a copy of the Resolution and letter of support.

Troy Bish
President, Board of Directors
Valencia Golf and Country Club
Homeowners Association

Roberto Boilt
Successor Trustee
Orangetree Associates

BLS/ddr

PLAT BOOK 29 PAGE 22
SHEET 1 OF 1

VALENCIA PHASE ONE

A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24 AND THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA.

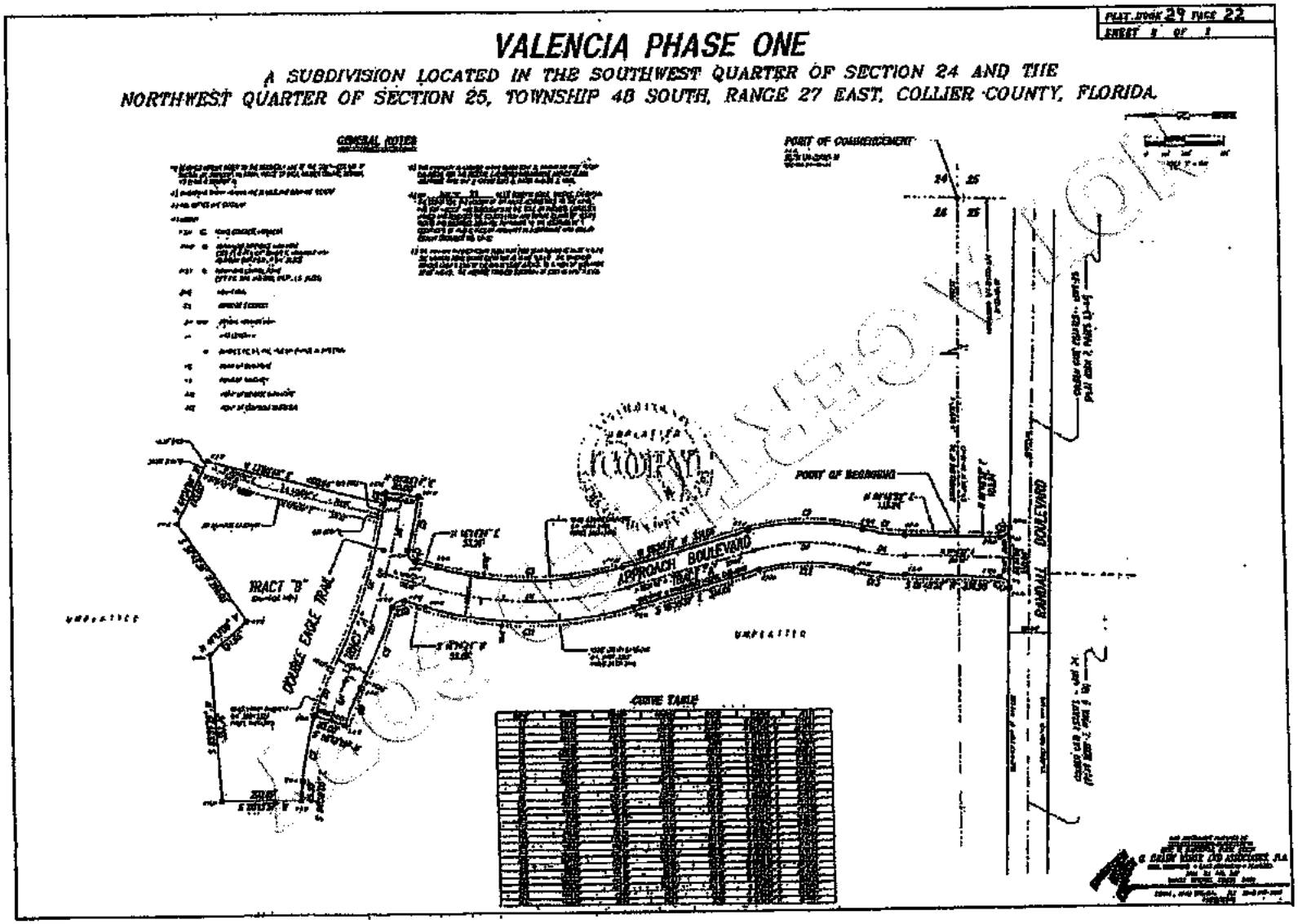

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EXHIBIT "E"

VALENCIA
WETLAND MITIGATION/MONITORING/MAINTENANCE PLAN

Revised November 2021

INTRODUCTION

The following provides details of the wetland mitigation, monitoring, and maintenance plan for the 320.14± acre Valencia project (Project) located in Sections 24 and 25, Township 48 South, Range 27 East, Collier County, Florida. Construction of the Project will result in unavoidable impacts to 3.24± acres of South Florida Water Management District (SFWMD) jurisdictional wetlands and 10.45± acres of "other surface waters" (OSWs).

In order to offset wetland impacts, the mitigation plan includes the preservation and enhancement of 19.26± acres of on-site wetlands which includes 0.09± acre of secondary wetland impacts associated with the golf cart path. In addition, 17.27± acres of upland preserve/upland buffer will be preserved and enhanced within the Project. The conservation area also includes 0.05± acre of relocated golf cart path. Thus, a total of 36.58± acres will be placed under a conservation easement to the SFWMD. The location of the conservation areas is depicted on Sheet E-7 of the Environmental Resource Permit (ERP) Environmental Plans.

MITIGATION AREAS

The mitigation plan consists of 19.26± acres of wetland enhancement and preservation within the Project site. The wetlands consist primarily of pine-cypress and mixed wetland forest habitat types with varying degrees of exotic vegetation coverage by species such as Brazilian pepper (*Schinus terebinthifolia*) and earleaf acacia (*Acacia auriculiformis*). The following are Florida Land Use Cover and Forms Classification Description (FLUCFCS) descriptions of the vegetative communities within the wetland mitigation areas.

Cypress, Pine, Cabbage Palm, Disturbed (0-24% Exotics) (FLUCFCS Code 6249 E1)
The canopy contains bald cypress (*Taxodium distichum*), slash pine (*Pinus elliottii*), cabbage palm (*Sabal palmetto*), scattered laurel oak (*Quercus laurifolia*), and earleaf acacia. The sub-canopy is comprised of Brazilian pepper, cabbage palm, myrsine (*Myrsine cubana*), bald cypress, cabbage palm, and firebush (*Hamelia patens*). The ground cover includes swamp fern (*Telmatoblechnum serrulatum*), muscadine grapevine (*Vitis rotundifolia*), caesarweed (*Urena lobata*), Brazilian pepper, and wild balsam apple (*Momordica charantia*).

Cypress, Pine, Cabbage Palm, Disturbed (25-49% Exotics) (FLUCFCS Code 6249 E2)
The vegetative composition of this habitat type is similar to FLUCFCS Code 6249 E1, except with higher concentrations of Brazilian pepper and earleaf acacia in the canopy and sub-canopy.

Cypress, Pine, Cabbage Palm, Disturbed (50-75% Exotics) (FLUCFCS Code 6249 E3)
The vegetative composition of this habitat type is similar to FLUCFCS Code 6249 E2, except with higher concentrations of Brazilian pepper and earleaf acacia in the canopy and sub-canopy.

Cypress, Pine, Cabbage Palm, Disturbed (76-100% Exotics) (FLUCFCS Code 6249 E4)
The vegetative composition of this habitat type is similar to FLUCFCS Code 6249 E3, except with higher concentrations of Brazilian pepper and earleaf acacia in the canopy and sub-canopy.

Mixed Wetland Forest, Disturbed (25-49% Exotics) (FLUCFCS Code 6309 E2)
The canopy is comprised of bald cypress, pop ash (*Fraxinus caroliniana*), slash pine, cabbage palm, and earleaf acacia. The sub-canopy contained cabbage palm, Brazilian pepper, and bald cypress. The ground cover included water pennywort (*Hydrocotyle umbellata*), swamp fern, and frogfruit (*Phyla nodiflora*).

Freshwater Marsh, Disturbed (25-49% Exotics) (FLUCFCS Code 6419 E2)
The canopy is open. The sub-canopy contains scattered buttonbush (*Cephalanthus occidentalis*), cabbage palm, and bald cypress. The ground cover includes spikerush (*Eleocharis interstincta*), Carolina willow (*Salix caroliniana*), water pennywort, shrub morning glory (*Ipomoea carnea*), and buttonbush.

MITIGATION PLAN

The mitigation plan includes the preservation and enhancement of 19.26± acres of wetlands. The wetland mitigation areas are shown on Sheet E-6 of the Environmental Plans. In addition to the wetland mitigation, 17.27± acres of upland preserve/upland buffer will be preserved and enhanced. The enhancement activities for both the wetland mitigation and upland preservation areas are described below.

Enhancement Activities

Enhancement activities consist of the removal/treatment of exotic and nuisance species. Exotic vegetation species are identified as Category I and II invasive exotic plant species, pursuant to the most current list established by the Florida Invasive Species Council (FISC). The exotic species to be eradicated include, but are not limited to Brazilian pepper, earleaf acacia, and melaleuca (*Melaleuca quinquenervia*).

Enhancement activities within the preserves will include hand removal/treatment of exotic and nuisance vegetation. Hand removal of exotic and nuisance vegetation will be conducted using one or more of the following methods: (1) cut exotics within 12 inches of ground elevation and treat remaining stump with approved herbicide; (2) foliar application of approved herbicide to melaleuca saplings and Brazilian pepper; and (3) foliar application of approved herbicide or hand pulling of exotic seedlings. All nuisance and exotic vegetative debris, including any dead standing or felled debris that results from herbicide spraying or girdling, will be physically removed from the mitigation areas and no stockpiling of the materials will be allowed.

In areas containing approximately 50 percent or greater exotic vegetation coverage, exotic vegetation may be removed using mechanical equipment in order to allow for successful supplemental plantings and natural recruitment of native vegetation. The approximate locations of the temporary access trails designated for mechanical removal are depicted on Sheet E-6 of the

ERP Environmental Plans. Mechanical equipment that exerts a relatively low impact on the ground surface (i.e., tracked feller-buncher) may be utilized to remove trees with diameter at breast height greater than four inches if access by machinery is possible without significant damage to existing native vegetation. Any soil disturbed (i.e., rutted) by mechanical equipment will be restored to natural grade. To minimize adverse impacts to the ground surface, the staging of mechanical equipment used for the exotic removal activities will occur within the development footprint. Exotic and nuisance vegetation will be cut within 12 inches of ground elevation and the remaining stump will be treated with approved herbicide. The cut exotic and nuisance vegetation will be removed from the preserve areas.

Following the removal of exotics, supplemental wetland plantings will be installed within 9.70± acres of wetlands that contain 25 to 75 percent exotics. This includes any wetlands temporarily impacted during construction of the relocated golf cart path. The supplemental wetland planting areas are depicted on Sheet E-6 of the ERP Environmental Plans. The target community types include pine-cypress, mixed wetland forest, and freshwater marsh. As such, the majority of the trees planted will be slash pine and bald cypress but will include a minimum of two of the tree species listed in Table 1. The freshwater marsh habitat type will not receive any tree plantings. Ground cover plantings will include a minimum of four of the species listed in Table 1. The species selected for planting will depend on market availability at the time the plantings are to occur.

Table 1. Supplemental Wetland Planting List

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center)
Tree Plantings				
Bald cypress	*Taxodium distichum*	5 ft.	3 gal.	15 ft.
Slash pine	*Pinus elliottii*	5 ft.	3 gal.	15 ft.
Dahoon holly	*Ilex cassine*	5 ft.	3 gal.	15 ft.
Pop ash	*Fraxinus caroliniana*	5 ft.	3 gal.	15 ft.
Red maple	*Acer rubrum*	5 ft.	3 gal.	15 ft.
Swamp bay	*Persea palustris*	5 ft.	3 gal.	15 ft.
Ground Cover				
Blue maidencane	*Amphicarpum muhlenbergianum*	12 in.	2 in.	3 ft.
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	3 ft.
Cordgrass	*Spartina bakeri*	12 in.	2 in.	3 ft.
Muhly grass	*Muhlenbergia capillaris*	12 in.	2 in.	3 ft.
Arrowhead	*Sagittaria lancifolia*	12 in.	2 in.	3 ft.
Golden canna	*Canna flaccida*	12 in.	2 in.	3 ft.
Maidencane	*Panicum hemitomon*	12 in.	2 in.	3 ft.
Pickerelweed	*Pontederia cordata*	12 in.	2 in.	3 ft.
Sawgrass	*Cladium jamaicense*	12 in.	2 in.	3 ft.
Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	3 ft.
Spikerush	*Eleocharis interstincta*	12 in.	2 in.	3 ft.

The 17.27± acres of upland preserve/upland buffer contain relatively low levels of exotic vegetation, so no supplemental plantings are proposed in these areas. Natural recruitment of native upland vegetation is expected to occur in these areas after exotic vegetation is removed.

PRESCRIBED FIRE

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

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

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

Controlled burns will be conducted only when authorized with a permit by the FFS. In addition, the local Fire District will be notified prior to conducting any controlled burns. Coordination with the SFWMD will occur before burning. Burning will not be conducted if smoke is anticipated to encroach upon Randall Boulevard or Oil Well Road.

MITIGATION SUCCESS CRITERIA

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

Following the completion of the initial exotic treatment effort, semi-annual inspections of the mitigation areas will occur for the first two years. During these inspections, the mitigation areas

will be traversed by qualified ecologists. Locations of exotic species will be identified for immediate treatment with an appropriate herbicide. Any additional potential problems will also be noted, and corrective actions will be taken. Once exotic and nuisance species levels have been reduced to acceptable limits (i.e., less than five percent cover), inspections of the mitigation areas will be conducted annually.

Perpetual maintenance of the mitigation areas will ensure that coverage by native desirable vegetation is maintained as specified in the permit. The mitigation areas will be managed such that exotic/nuisance plant species do not dominate any one section within the preserves. This is also applicable to native vegetation to ensure diversity within the wetland habitats.

The target condition for the 13.70± acres of pine-cypress habitat within the wetland mitigation areas is a forested wetland community consisting primarily of a bald cypress and slash pine canopy with scattered cabbage palm. The canopy of this area may also include a variety of mixed native hardwoods. The sub-canopy may include native shrubs such as wax myrtle and cabbage palm saplings. The target ground cover composition consists of a variety of obligate, facultative wetland, and facultative ground cover species which will be dependent on season and wetness of the site.

The target condition for the 5.15± acres of mixed wetland forest habitat within the wetland mitigation areas is a forested wetland community consisting primarily of a bald cypress, pop ash, and Carolina willow canopy. The canopy of this area may also include a variety of mixed native hardwoods and scattered slash pine. The sub-canopy may include native shrubs such as wax myrtle, cabbage palm, and myrsine saplings. The target ground cover composition consists of a variety of obligate, facultative wetland, and facultative ground cover species which will be dependent on season and wetness of the site. Ground cover may be sparse in areas dominated by bald cypress, pop ash, or Carolina willow.

The target condition for the 0.41± acre of freshwater marsh habitat consists predominantly of ground cover species acclimated to longer hydroperiods, such as maidencane (*Panicum hemitomon*) and pickerelweed (*Pontederia cordata*). The canopy and sub-canopy of this community type will predominantly be open with scattered cypress and mixed native hardwoods along the edges. Additionally, scattered buttonbush may occur throughout with sand cordgrass along the perimeter.

The target habitat types for the 17.27± acres of upland preserve/upland buffer consist of pine flatwoods and pine forest. The canopy of these community types will include slash pine with scattered native oak trees (*Quercus* sp.) and cabbage palm. The sub-canopy will include a mixture of native shrubs such as wax myrtle, staggerbush (*Lyonia fruticosa*), beautyberry (*Callicarpa americana*), and winged sumac (*Rhus copallina*). The ground cover will include species such as saw palmetto (*Serenoa repens*), muscadine grape (*Vitis rotundifolia*), beautyberry, shiny blueberry (*Vaccinium myrsinites*), wiregrass (*Aristida stricta*), and pennyroyal (*Piloblephis rigida*).

Monitoring of the preserve areas shall be conducted for a minimum of five years with annual reports submitted to the SFWMD. At end of the monitoring program the mitigation areas shall contain an 80 percent survival rate of planted vegetation and an 80 percent coverage of desirable

obligate and facultative wetland species. Additional obligate and facultative wetland plantings shall be installed if the 80 percent coverage requirement is not met.

MONITORING

Monitoring Methodology

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

Vegetation Monitoring

Wetland vegetation will be monitored prior to and following enhancement activities. Quantitative sampling will involve canopy, sub-canopy, and ground cover strata along monitoring transects established within the mitigation areas. In addition, qualitative sampling of each vegetative stratum will be conducted at individual photograph station locations. Monitoring transect locations and photograph station locations are depicted on Sheet E-6 of the ERP Environmental Plans.

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

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

Fish and Aquatic Macroinvertebrate Monitoring

Qualitative sampling of fish and aquatic macroinvertebrates will be conducted using a standard D-frame aquatic dip net with mesh size of one millimeter. Sampling will be conducted along vegetation monitoring transects with a minimum of two centimeters of standing water. The collector will work the net vigorously within the vegetation, open water, and surficial bottom sediments. Net contents will be placed in a white pan and sorted with forceps. Hard substrate, if

any, will also be examined for the presence of aquatic macroinvertebrates. Sampling will continue until no new species are encountered for ten minutes. Sample size and collection times will not exceed 200 organisms or one hour, respectively. Samples will be preserved in alcohol, returned to the laboratory, and identified to the lowest taxonomic level possible. When possible, fish will be identified in the field and released.

Wildlife Monitoring

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

Photographic Documentation

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

Monitoring Wells and Rainfall Data

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

MONITORING REPORTS

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

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

CONSERVATION EASEMENTS

The conservation areas will be impressed with a conservation easement granted to the SFWMD and Collier County. The conservation easement will ensure that the preserve areas will remain in a natural state in perpetuity.

MAINTENANCE AND LONG-TERM MANAGEMENT

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

As currently defined by the EPPC, maintenance will be conducted in perpetuity to ensure that the preserve areas are free of exotic vegetation immediately following maintenance and that exotic and nuisance species will constitute no more than five percent of total combined cover.

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

REFERENCES

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

SCANNED