As of 12/19/2016-Documents listed herein are subject to change or addition without notice

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INSTR 5133332 OR 5161 PG 2053 RECORDED 6/9/2015 12:45 PM PAGES 194
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $1,650.50

This instrument was prepared by
and return to:

Margaret A. Rolando, P.A.
Shutts & Bowen LLP
1600 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LAMORADA

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Declaration") is made this 5th day of June, 2015, by **WCI COMMUNITIES, LLC,** a Delaware limited liability company ("Declarant").

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RECITALS

A. The Declarant is the owner of that certain property located in Collier County, Florida, described in Exhibit "A" hereto (the "Property"). The Declarant intends that various portions of the Property be set aside for the collective use of all or a segment of the owners and residents of the planned community known as LaMorada to be created on the Property.

C. In order to preserve and enhance the value of homes and amenities built on the Property and to promote the welfare of the owners and occupants, the Declarant desires to submit the Property to the Declaration.

D. In order to facilitate the objectives described herein, the Declarant has formed a Florida not for profit corporation called LaMorada at Naples Master Association, Inc. ("Association"), which shall be responsible for the administration, enforcement and performance of certain duties under the Declaration.

NOW, THEREFORE, Declarant declares that the Property, together with such additions thereto as are hereafter made pursuant to Article 3 of the Declaration, shall be held, transferred, sold, conveyed, leased, mortgaged, used, occupied and improved subject to the easements, covenants, conditions, restrictions, servitudes, charges and liens created or provided for by the Declaration.

1. **COMMUNITY**. The Declarant contemplates that the LaMorada community will consist of two (2) or more residential condominiums and three (3) neighborhoods of single family detached homes together with certain infrastructure, amenities and facilities shared in common by all of the Owners. Such infrastructure, facilities and amenities will be owned, operated, maintained, repaired, replaced, insured, preserved and improved by the Association. The Declarant intends to construct the following Infrastructure for the benefit of the Community: a Drainage System, preserve or conservation areas, Lakes, access roads together with other private roads, which provide or will provide access from the Property to Immokalee Road and Woodcrest Drive, an automatic gates on the access roads, potable water and sewer lines and facilities, irrigation lines, a mail kiosk, buffer areas, sidewalks, walkways, green spaces, landscaped areas and other such

facilities and services on the Association Property. The Declarant also intends to construct an Amenities Center having a pool, pool deck, tennis courts, pickle ball courts, bocce court, and private clubhouse with a lobby, reading room, meeting room, fitness studio, theatre, card room, catering kitchen, restrooms, offices, storage areas, pavilion and bar and a covered veranda. The Association has the right but not the obligation to offer food and beverage service at the Amenities Center. The Declarant reserves the right to expand, modify, add to, reduce, discontinue or eliminate any of the Amenities Center facilities without the consent of the Owners or the Association during the time Declarant owns any portion of the Community.

2. **DEFINITIONS.** The following words when used in the Declaration (unless the context shall prohibit) shall have the following meanings:

2.1 "Amenities Center" means the recreational facilities and amenities, constructed or to be constructed on the portion of the Property, legally described in Exhibit "D" attached hereto. The Amenities Center is part of the General Common Areas and available for use by all of the Owners and their respective Occupants.

2.2 "Articles" means the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida (a copy of which is attached hereto as Exhibit "B"), as amended from time to time.

2.3 "Association" means LaMorada at Naples Master Association, Inc., a Florida not for profit corporation, which is the entity responsible for the administration, enforcement and performance of certain duties under the Declaration.

2.4 "Association Property" means all personal property, owned or leased by, or dedicated by a Plat to, the Association for the use and benefit of the Owners. Association Property shall also include all personal property in which the Association holds possessory or use rights.

2.5 "Assessments" means as to any Lot, the General Common Assessments, Neighborhood Assessments (if applicable) and Special Assessments imposed upon such Lot from time to time by the Association, as defined below in this Section.

2.5.1 "General Common Assessments" means the amounts assessed against each Lot subject to Assessments, representing the Lot's share of the General Common Expenses as determined in accordance with Sections 9.2 and 9.3.

2.5.2 "Neighborhood Assessments" means the amounts assessed against each Lot subject to Assessments in a particular Neighborhood or Neighborhoods, representing the Lot's share of the Neighborhood Expenses as determined in accordance with Sections 9.2 and 9.5.

2.5.3 "Special Assessments" means the amounts assessed against each Lot subject to Assessments by the Association to cover (.1) unbudgeted expenses or expenses in excess of the amounts budgeted; (.2) expenses incurred by the Association for reconstruction of any Improvements on any portion of the Common Areas,

Association Property or in or serving a Neighborhood pursuant to the provisions of the Declaration; or (.3) expenses incurred by the Association for installation or construction of any Improvements in the nature of a capital improvement on any portion of the Common Areas, Association Property, or in or serving a Neighborhood which the Association may from time to time authorize. If Special Assessments are assessed for General Common Expenses or for the costs of reconstruction of Improvements on or installation or construction of capital improvements to General Common Areas or Association Property, they shall be assessed against all Lots subject to assessment for Assessments under Article 9. If Special Assessments are assessed for Neighborhood Expenses, or for the costs of reconstruction of Improvements on or installation or construction of capital improvements to Limited Common Areas or in or serving a Neighborhood, they shall be assessed against all Lots subject to assessment for Assessments in the particular Neighborhood or Neighborhoods under Article 9.

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

2.7 "Buffer Areas" means any strips of land of varying widths abutting the roads in the Property for portions or all of their entire length, notwithstanding that any such strips of land may lie within the common areas/elements of a Neighborhood Association within the Property, which are designated for or intended to be used for landscaping, open space or pedestrian purposes. Declarant may establish a physical boundary between the Buffer Areas and such common areas/elements, but in the absence of such physical boundary, Declarant shall have the absolute right to determine the actual boundary and such determination shall be binding on the Association and all affected associations and Owners within the Property. The fact that certain of such Buffer Areas are not legally described shall not affect their character as General Common Areas for purposes hereof.

2.8 "Bylaws" means the Bylaws of the Association adopted by the Board (a copy of which is set forth as Exhibit "C" hereto), as amended from time to time.

2.9 "Calusa Pines Agreements" refers to those agreements and/or covenants between Declarant and the Calusa Pines Owner listed in Exhibit "I" attached hereto, as such agreements and covenants may be amended from time to time.

2.10 "Calusa Pines Golf Club" means the property more particularly described in Exhibit A attached to that Declaration of Development Rights and Restrictions – recorded in Official Records Book 5053, Page 39 of the Public Records of the County.

2.11 "Calusa Pines Owner" means Calusa Pines Golf Club, L.L.C., a Florida limited liability company, its successors and assignees, as title holder of Calusa Pines Golf Club.

2.12 "Charge" means a fine or charge imposed against one or more Units by the Association in connection with the enforcement of the Governing Documents as a result of the acts or omissions of the Owner or occupants of a Unit, their

respective agents, contractors, subcontractors, employees, licensees, invitees or guests for their failure to duly perform their obligations under the Governing Documents.

2.13 "Class A Member" shall have the meaning set forth in Section 5.2.1.

2.14 "Class B Member" shall have the meaning set forth in Section 5.2.2.

2.15 "Classics Neighborhood" means the separately developed and denominated residential area comprised of Lots and Units designated as the Classics Neighborhood on Exhibit "F" to this Initial Declaration or in a Supplemental Declaration.

2.16 "Common Areas" means the General Common Areas and the Limited Common Areas.

2.17 "Common Expenses" means all expenses incurred by the Master Association for General Common Expenses, Lot Landscaping Expenses, Neighborhood Expenses and other obligations set forth in the Master Declaration or as may otherwise be designated as such by the Board of Directors.

2.18 "Community" means to the planned residential development known as LaMorada which is legally described in Exhibit "E" hereto, consisting of affiliated subdivisions or neighborhoods and recreational and other uses within the area defined by the Master Plan, as same may be amended from time to time.

2.19 "Condominium Tract" means any portion of the Property submitted to condominium ownership pursuant to Chapter 718, Florida Statutes. Each condominium unit created within a Condominium Tract shall be deemed to be a "Lot" and "Unit" hereunder; each owner of record of a condominium unit shall be deemed to be an "Owner" hereunder; the Condominium Tract shall be deemed to be a "Neighborhood"; and the condominium association responsible for the administration, operation, maintenance, repair and replacement of the condominium shall be deemed to be a "Neighborhood Association" hereunder.

2.20 "Conservation Easement" means that certain deed of conservation easement by and between Calusa Pines Owner and SFWMD, recorded in Official Records Book 3236, Page 1886, in the Public Records of the County granting SFWMD certain non-exclusive easements in the preserve areas, which are a part of the General Common Areas.

2.21 "County" means Collier County, Florida.

2.22 "Declarant" means WCI Communities, LLC, a Delaware limited liability company, its successors and those assignees to which the Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

2.23 "Declarant's Permittees" means the Declarant's officers, directors, partners, joint venturers, managing members (and the officers, directors and employees of any such corporation, partnership, joint venture or limited liability company), employees, beneficiaries, agents, independent contractors (including both general contractors and subcontractors), suppliers, visitors, licensees and invitees and those of any affiliate of the Declarant.

2.24 "Declarant Control Period" shall mean the period during which the Declarant shall have the right to control the Association and appoint the Board of Directors. The Declarant Control Period shall expire as of first to occur of the following events:

2.24.1 January 1, 2030; or

2.24.2 Three months after ninety (90%) percent of the Units in all phases of the Community that will ultimately be subject to the Association have been conveyed to Class A Members; or

2.24.3 When the Declarant records a notice in the Public Records of the County expressly terminating its Class B membership; or

2.24.4 When required by Section 720.307(1)(c) - (f), Florida Statutes (2014) .

2.25 "Declaration" and "this Declaration" means (and, except as otherwise provided in Section 2.70, "herein", "hereto", "hereof", "hereunder" and words of similar import shall refer to) this instrument as from time to time amended, together with any Supplemental Declarations thereto.

2.26 "Design Review Board" or "DRB" means the committee created pursuant to Article 13 hereof.

2.27 "Drainage System" means the surface water management system for the Property as permitted by the South Florida Water Management District, including all drainage rights of way, lakes, ponds, water management tracts, drainage facilities, dry or wet retention areas, wetlands and preserve areas. "Drainage System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, retain, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system.

2.28 "Eligible Mortgagee" means an institutional First Mortgagee which owns, services, insures or guarantees a First Mortgage encumbering a Unit which has notified the Association in writing of its name and address and status as a holder, insurer or guarantor of a First Mortgage. Such notice will be deemed to include a request that the Eligible Mortgage Holder be given the notices and other rights described in Articles 16 and 18.

2.29 "Estates Neighborhood" means the separately developed and denominated residential area comprised of Lots and Units designated as the Estates

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Neighborhood on Exhibit "F" to this Initial Declaration or in a Supplemental Declaration.

2.30 "General Common Areas" means all portions of the Common Areas and the Improvements and landscaping designed and intended for the common, non-exclusive use of all of the Owners and declared to be General Common Areas in this Initial Declaration or any Supplemental Declaration, including but not limited to (.1) any real property, together with any Improvements and landscaping thereon, shown on any Plat of the Property, with the exception of any Units, which are dedicated or deeded to or the Association; (.2) any real property, together with any Improvements and landscaping thereon deeded to or leased by the Association and intended for the common, non-exclusive use of all of the Owners; and (.3) any portion of the Property together with any Improvements and landscaping thereon designed and intended for the common, non-exclusive use of all of the Owners and declared to be Common Areas in Exhibit "D" to this Declaration or any Supplemental Declaration. The Infrastructure and Amenities Center shall be General Common Areas.

2.31 "General Common Expenses" means the actual and estimated expenses for owning, leasing, maintaining, managing, operating, inspecting, insuring, repairing, and replacing the General Common Areas and Association Property (including unpaid General Common Assessments and Special Assessments, relating thereto and including those expenses not paid by the Owner responsible for payment), including without limitation the following:

2.31.1 expenses of compensation, benefits and related administration costs, payroll taxes, ERISA related liabilities, and other employment costs for those engaged in operating, managing, maintaining, inspecting, repairing and replacing the General Common Areas and Association Property;

2.31.2 expenses of maintaining, managing, operating, insuring, inspecting, repairing and replacing the General Common Areas and Association Property (including unpaid General Common Assessments and Special Assessments due the Association and not paid by the Owner responsible for payment);

2.31.3 management, administrative, recordkeeping, bookkeeping, overhead and general expenses;

2.31.4 the costs of compensation paid by the Association to managers, employees, independent contractors, accountants, attorneys and other consultants;

2.31.5 the costs of all utilities, telecommunications, data processing charges, landscaping, irrigation and other services benefiting the General Common Areas or Association Property;

2.31.6 the cost of operating, maintaining and insuring the Association;

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2.31.7 the costs of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering or connected with the General Common Areas, Association Property or the Association; costs of bonding the members of the Board, officers of the Association and the Management Company; costs of errors and omissions liability insurance for officers of the Association, members of the Board, members of the DRB and members of any committees appointed by the Board;

2.31.8 all taxes, assessments and Assessments (if any) paid by the Association, including real property taxes for the General Common Areas, Association Property or the Association;

2.31.9 the cost of repair and replacement of all furniture, fixtures and equipment used in connection with the General Common Areas, Association Property or the Association;

2.31.10 the cost of inventories and operating supplies consumed in the operation of the General Common Areas, Association Property or the Association;

2.31.11 all costs and fees of independent professionals or other third parties who are retained by the Association to perform services required or permitted hereunder; all costs and fees of consultants, professionals and operational experts who are retained or employed by the Association for specialized services;

2.31.12 the cost of personnel training and development including attendance by employees at training and development programs designated by the Association;

2.31.13 all management fees;

2.31.14 all costs and expenses of compliance by Association with applicable legal requirements pertaining to the operation of the General Common Areas, Association Property or Association;

2.31.15 amounts paid by the Association to promote the health, safety, welfare and recreational opportunities of the Owners and their Occupants;

2.31.16 debt service on any secured or unsecured loan incurred by the Association in connection with the General Common Areas, Association Property or Association;

2.31.17 all costs and expenses of complying with the Declarant's obligations under the Calusa Pines Agreements;

2.31.18 all costs and expenses of complying with the Declarant's obligations under the Conservation Agreement;

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2.31.19 amounts paid by the Association for the discharge of any lien or encumbrance against the General Common Areas or Association Property; and

2.31.20 any other expenses incurred by Association as are specifically provided for elsewhere in the Declaration or are otherwise reasonably incurred by the Association in connection with the Association, General Common Areas or Association Property or for the benefit of the Owners and their Occupants.

2.32 "Governing Documents" means collectively the Declaration (including any Supplemental Declaration), Articles, Bylaws, and the rules and regulations of the Association and all exhibits to any of the foregoing, all as they may be amended or supplemented from time to time.

2.33 "Grand Villas Neighborhood" means the separately developed and denominated residential area comprised of Lots and Units designated as the Grand Villas Neighborhood on Exhibit "F" to this Initial Declaration or in a Supplemental Declaration.

2.34 "Guest" means any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Owner or Tenant without the payment of consideration. Any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Owner or Tenant for consideration shall be deemed a "Tenant."

2.35 "Improvement" means any structure or artificially created condition or appurtenance located on the Property, including, but not limited to, any building constructed on any Lot or Limited Common Area, additions and structural alterations to any Unit, Lot or Limited Common Area, walkway, sprinkler pipe, road, driveway, parking area, fence, screening wall, retaining wall, stairway, deck, landscaping, hedge, tree, planting, shrub, windbreak, pole, swimming pool, pool deck, tennis court, sign, screen enclosure, sewer, drain, disposal system, grading, paving, or exterior air-conditioning or water softener fixture or equipment.

2.36 "Infrastructure" means the basic facilities, services, and installations needed for the functioning of the Community located on the Common Areas, including but not limited to the following: Drainage System; Buffer Areas; preserve or conservation areas; Lakes; access roads together with other private roads, which provide access from the Property to Immokalee Road, to Woodcrest Drive or any other public right of way; automatic gates on the access roads; potable water system, sanitary sewer system (including force sewer main and sewer lift stations); irrigation; certain utilities; a mail kiosk; sidewalks, walkways, green spaces, landscaped areas and other such facilities and services.

2.37 "Initial Declaration" means (and, when following an Article, Section, page or Exhibit designation, the word "hereto" shall refer to) the Declaration as initially recorded in the County's Public Records.

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2.38 "Institutional First Mortgagee" means (i) the Declarant, any of its affiliates, designees or other entities related to Declarant; (ii) federal or state commercial bank, federal or state savings bank, federal or state savings and loan association, federal or state trust company, life insurance company, casualty insurance company, agency of the United States government, mortgage banker, pension plan, REMIC trust, credit union, broker dealer, investment banking firm, commercial brokerage firm, or real estate investment trust, (iii) any and all investing or lending institutions which have loaned money to Declarant in order to enable Declarant to acquire, or construct improvements upon, any portion of the Community and which holds a First Mortgage on all or a portion of the Community as security for such loan; or (iv) any pension or profit sharing funds qualified under the Internal Revenue Code; or (v) other financial institution or similar entity making loans in the United States and recognized as an institutional lender, (vi) any secondary mortgage market institution, including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; or (vii) any affiliate, subsidiary, successor or assignee of any of the foregoing, owning, holding, serving as a trustee or servicer, insuring or guaranteeing a first mortgage on a Lot or Unit, or a collateral assignment of a First Mortgage on a Lot or Unit.

2.39 "Lakes" means the portions of the Property more particularly described as Tracts LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ___, Page ___ of the Public Records of Collier County, Florida, which may be owned by the Association or the Declarant.

2.40 "Lake Maintenance Areas" means the Lakes and the property more particularly described as the "Lake Maintenance Easements" or "Drainage Easements" on the Plat, together with the following to the extent located within the Lake Maintenance Area: fountains, landscaping, irrigation, lighting, signage for the Property, improvements and personal property located thereon and any special design, water or landscaping features relating to or enhancing the Property. The fact that the Lake Maintenance Area may not be legally described herein, or that the Lake Maintenance Area may not be owned by the Association, or that portions of the Lake Maintenance Area may be dedicated to the public shall not affect the obligations of the Owners with respect to payment of Assessments for maintenance of the Lake Maintenance Areas.

2.41 "Limited Common Area" means any portion of the Common Area that is expressly designated as such by the Initial Declaration or any Supplemental Declaration for use by one or more Owners or Neighborhoods but fewer than all of the Owners or all of the Neighborhoods.

2.42 "Lot" means that portion of the Property (.1) which is developed or intended for development, use and occupancy as Units and (.2) which is not a General Common Area, Limited Common Area, the common areas/elements of a Neighborhood Association. The Declarant may declare portion of the Property to be a "Lot" subject to the Governing Documents on a Plat, replat, or by the Initial Declaration or any Supplemental Declaration or any other recorded instrument. The term "Lot" shall include any Unit constructed thereon.

2.43 "Lot Landscaping" means those portions of the grass, shrubs, trees and other landscaping materials and irrigation lines and facilities on a Lot or Limited Common Area exclusively serving a Lot, which are maintained by the Association. Lot Landscaping does not include any spa, pool, fountain, patio, courtyard paving, screening or similar improvement located on a Lot or Limited Common Area exclusively serving a Lot.

2.44 "Lot Landscaping Expenses" means the actual and estimated Neighborhood Expenses arising out of or related to the maintenance, pest control, irrigation, repair and replacement of Lot Landscaping (including unpaid Lot Landscaping Expenses not paid by the Owner responsible for payment). Lot Landscaping Expenses may include reasonable reserves for capital repairs and replacements, all as may be determined from time to time by the Board of Directors in accordance with the Declaration.

2.45 The term "majority of the Voting Interests" or some other percentage of the Voting Interests shall have the meaning set forth in Section 2.3.1 of the Bylaws.

2.46 The term "majority of the Voting Interests of the Voting Group" or some other percentage of the Voting Interests of the Voting Group shall have the meaning set forth in Section 2.3.2 of the Bylaws.

2.47 "Management Company" means one or more persons, firms or entities, if any, retained by the Association as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association.

2.48 "Master Plan" means the graphic representation of the proposed plan for development of the Community, as approved by the County, as amended from time to time. The Declarant reserves the right to alter or modify the Master Plan, as it deems desirable in its sole discretion.

2.49 "Member" means each Owner who by virtue of his or her ownership of a Lot is also a Member of the Association as hereinafter provided.

2.50 "Mortgage" means any mortgage on a portion of the Property including a Lot. "First Mortgage" means any recorded Mortgage with first priority or seniority over other Mortgages encumbering a particular portion of the Property.

2.51 "Mortgagee" means any holder of a Mortgage. "First Mortgagee" means any holder of a First Mortgage.

2.52 "Neighborhood" means each separately developed and denominated residential area comprised of one or more housing types subject to this Initial Declaration created by being designated as a Neighborhood on Exhibit "F" to this Initial Declaration or in a Supplemental Declaration. A group of Units may be designated as a separate Neighborhood for purposes of sharing Limited Common Areas or receiving goods, services or benefits such as Lot Landscaping or other Neighborhood Maintenance which are not provided to all of the Units. For example, and by way of illustration and not limitation, each residential condominium development or single-family detached housing development may constitute a separate Neighborhood. A Neighborhood may be comprised of

more than one housing type and areas within a Neighborhood need not be contiguous or adjacent. For so long as the Declarant or its affiliates own any portion of the Community, the Neighborhoods shall be determined by the Declarant in its reasonable discretion and thereafter by the Association.

2.53 "Neighborhood Association" means any association now or hereafter created to administer a specific portion(s) of the Property pursuant to a declaration of condominium or declaration of covenants and restrictions or similar instrument affecting such portion(s).

2.54 "Neighborhood Expenses" means the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood or Neighborhoods for any of the following: administering, managing, performing and providing those goods, services, or benefits deemed to be Neighborhood Maintenance, which may include a reasonable reserve for capital improvements, repairs and replacements; and owning, leasing, administering, managing, maintaining, operating, insuring, inspecting repairing and replacing a particular Limited Common Area for the benefit of the Owners entitled to use such Limited Common Area (including a reasonable reserve for capital improvements, repairs and replacements), all as may be determined from time to time by the Board of Directors of the Association in accordance with the Declaration. Neighborhood Expenses shall include but not be limited to the following:

2.54.1 expenses of compensation, benefits and related administration costs, payroll taxes, ERISA related liabilities, and other employment costs for those engaged in operating, managing, maintaining, repairing and replacing the Limited Common Areas or providing Neighborhood Maintenance;

2.54.2 expenses of maintaining, managing, operating, insuring, repairing and replacing the Limited Common Areas (including unpaid Neighborhood Assessments and Special Assessments due the Association and not paid by the Owner responsible for payment);

2.54.3 expenses of performing Neighborhood Maintenance (including unpaid Neighborhood Assessments and Special Assessments due the Association and not paid by the Owner responsible for payment);

2.54.4 all taxes, assessments and Assessments (if any) paid to the Association for Limited Common Areas;

2.54.5 the cost of repair and replacement of all furniture, fixtures and equipment used in connection with the Limited Common Areas or performance of Neighborhood Maintenance;

2.54.6 the cost of inventories and operating supplies consumed in the operation of the Limited Common Areas or performance of Neighborhood Maintenance;

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2.54.7 all costs and fees of independent professionals or other third parties who are retained by the Association to perform services required or permitted in connection with the Limited Common Areas or Neighborhood Maintenance; all costs and fees of consultants, professionals and operational experts who are retained or employed by the Association for specialized services in connection with the Limited Common Areas or Neighborhood Maintenance;

2.54.8 the cost of personnel training and development including attendance by employees at training and development programs designated by the Association in connection with the Limited Common Areas or Neighborhood Maintenance;

2.54.9 the costs of all utilities, pest control, landscaping, irrigation and other services in connection with the Limited Common Areas or Neighborhood Maintenance;

2.54.10 the costs of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering or connected with the Limited Common Areas or Neighborhood Maintenance;

2.54.11 all costs and expenses of compliance by Association with applicable legal requirements pertaining to the operation of the Limited Common Areas or the performance of Neighborhood Maintenance;

2.54.12 debt service on any secured or unsecured loan incurred by the Association in connection with Limited Common Areas or Neighborhood Maintenance;

2.54.13 amounts paid by the Association for the discharge of any lien or encumbrance against the Limited Common Areas or in connection with Neighborhood Maintenance; and

2.54.14 any other expenses incurred by Association as are specifically provided for elsewhere in the Declaration or are otherwise reasonably incurred by the Association in connection with the Limited Common Areas, Neighborhood Maintenance or for the benefit of some but not all of the Lots and their Occupants.

2.55 "Neighborhood Maintenance" means and includes include all goods and services necessary or desirable to maintain in good repair and condition, manage, operate, inspect (including, but not limited to, inspection for the purpose of meter reading), test, repair, preserve, perform minor alterations, clean and replace, as well as any other action or activity commonly or customarily regarded as maintenance, which the Association is expressly obligated to provide or cause to be provided for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods pursuant to the Declaration or any other recorded instrument. The term "Neighborhood Maintenance" includes but is not limited to Lot Landscaping.

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2.56 "Occupancy Agreement" means the temporary right to use a Unit, subject to the terms of the Declaration, authorized by an Owner or an agent of an Owner pursuant to a lease, license or written agreement between such Owner or Owner's agent and the Tenant.

2.57 "Occupant" means a person (whether an Owner, Guest or Tenant) who resides in a Unit as authorized by an Owner or its agent. Where the context dictates, an Occupant shall also be deemed to include the family members, licensees and invitees of an Owner, Guest or Tenant.

2.58 "Owner" means the person or persons or legal entity or entities holding fee simple title of record to any portion of the Property, including the Declarant and sellers under executory contracts of sale, but excluding those having an interest merely as security for the performance of an obligation and purchasers under executory contracts of sale.

2.59 "Participating Builder" means any person or entity which acquires any portion of the Property from the Declarant for the purpose of constructing improvements for sale to consumers or who purchases for development and resale in the ordinary course of its business.

2.60 "Plat" means the graphic representation of the plan of subdivision for all or a part of the Property, as amended from time to time, as approved by the County and recorded in the Public Records of the County. The first Plat of a portion of the Community is the Plat entitled LAMORADA, [to be] recorded in Plat Book ____, page ____, of the Public Records of Collier County, Florida. The Declarant has caused one or more Plats of the Property to be recorded in the Public Records of Collier County, Florida. The Declarant reserves the right to alter, modify or replat any Plat as it deems desirable in its sole discretion.

2.61 "Property" means the property described in Exhibit "A" hereto (including all Improvements thereon), plus whatever portions of the Community (together with all Improvements thereon) are declared to be Property in any Supplemental Declaration, less whatever portions of the Community (together with all Improvements thereon) are declared to be withdrawn from the provision of the Declaration in any Supplemental Declaration.

2.62 "Public Records" means the Official Records of the County consisting of all recorded documents, including real estate documents and particular court documents if they are required to be recorded in the Official Records.

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

2.64 "SFWMD Permit" means that certain South Florida Water Management District Permit No. 11-01839-P attached hereto as Exhibit "H", as amended from time to time.

2.65 "Supplemental Declaration" means any instrument recorded by the Declarant or the Association in the County's Public Records for the purpose of: adding additional Property to the Property; declaring certain Property to be Lots or Units, declaring certain Property to be General Common Areas, Limited Common

Areas, or Neighborhoods; requiring the Association to perform Neighborhood Maintenance for certain Lots or other portions of the Property; withdrawing Property from the Property, General Common Areas, Limited Common Areas, or Neighborhoods; or otherwise amending or supplementing the Declaration.

2.66 "Tenant" means any person or entity who is physically present in or is entitled to occupy a Unit as a guest, tenant, lessee or occupant in exchange for consideration, including without limitation, a tenant or lessee under a lease or occupancy agreement with the Owner or an agent of the Owner. Tenants shall not be Members of the Association, but shall, through the Owner, be entitled to certain rights and undertake certain obligations with respect to the Unit.

2.67 "Unit" means a Lot on which has been constructed an Improvement intended for use as a single residential dwelling unit, whether such unit is located in a single family, duplex, townhouse or multifamily building. In the case of a residential condominium multifamily building, each separate dwelling unit therein shall be deemed a separate Unit and Lot for purposes of voting, Assessments, liens and occupancy and use restrictions hereunder. In the case of a non-condominium residential multifamily building, each separate dwelling unit therein shall be deemed a separate Unit and Lot for purposes of voting, Assessments (although not liens for same, which shall attach to the underlying Lot as a whole) and occupancy and use restrictions hereunder. For all other purposes of the Declaration, all such Units in non-condominium multifamily building(s) shall be treated as but one Unit and one Lot.

2.68 "Voting Group" shall have the meaning set forth in Section 2.2 of the Bylaws.

2.69 "Voting Interest" means the number of votes allocated to a Lot pursuant to the Declaration.

2.70 "Interpretation and Flexibility". In the event of any ambiguity or question as to whether any person, entity, property or Improvement falls within any of the definitions set forth in this Article 2, the determination made by Declarant in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, Declarant may also, by way of Supplemental Declaration, alter or amend the application of any portion of the Declaration as to any specified portion(s) of the Property in order to reflect any unique characteristics thereof. Provided, however, such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for the Property contemplated in the Declaration.

3. GENERAL PLAN OF DEVELOPMENT; PROPERTY SUBJECT TO THE DECLARATION; ADDITIONS THERETO.

3.1 General Plan. Declarant is the owner of the Community, the real property described in Exhibit "E," which may become part of the Property, subject to the terms of the Declaration. Declarant presently plans to develop all or a portion of the Community as a multi-phased, planned community comprised of residential, recreational and related uses. Declarant intends that certain Units constructed on the Property be grouped together in residential Neighborhoods which will

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generally be administered by the Association, but in some instances may be administered by a Neighborhood Association. When any Neighborhood is administered by the Association, the cost of managing, administering, operating and performing those duties and responsibilities in accordance with the provisions of the Declaration for a particular Neighborhood shall be borne by the Owners in such Neighborhood as a Neighborhood Expense. When a Limited Common Area is owned or administered by the Association, the Association shall manage, administer, and operate such Limited Common Area and the cost of managing, administering, operating and performing those duties and responsibilities for a particular Limited Common Area in accordance with the provisions of the Declaration shall be borne by the Owners entitled to use such Limited Common Area as a Neighborhood Expense.

3.2 Legal Description. The initial real property which shall be held, transferred, sold, conveyed and occupied subject to the Declaration is more particularly described in Exhibit "A" attached hereto and shall initially constitute the "Property." The real property and Improvements thereto described in Exhibit "D" attached hereto are hereby declared to be "General Common Areas." The real property and Improvements thereto described in Exhibit "G" attached hereto are hereby declared to be "Limited Common Areas." The real property and Improvements thereto described in Exhibit "F" attached hereto are hereby declared to be a "Neighborhood."

3.3 Supplements. Declarant currently intends to increase the land constituting the Property by adding property in "phases" from time to time. The Declarant may designate as "Property" other land in the Community or adjacent to or in the vicinity of the Community ("Adjacent Parcel") (including the Improvements thereon) by recording Supplemental Declarations. The Declarant reserves the right to add any Adjacent Parcel to the Community and/or withdraw any portion of the Community prior to the time it is declared to be Property without the consent of the Association, any Neighborhood Association or any Owner. The Declarant may from time to time declare by Supplemental Declaration all or part of the Property (including the Improvements thereon) to be Lots, General Common Areas, Limited Common Areas, or Neighborhoods. Once so added, such land shall be deemed a part of the Property for all purposes of the Declaration, except as modified pursuant to Section 2.70 hereof, if at all. Nothing in the Declaration shall, however, obligate Declarant to add to the initial portion of the Community designated as the Property or to develop future property (adjacent or otherwise) under the common scheme contemplated by the Declaration, nor to prohibit Declarant (or the applicable Declarant-affiliated Owner) from changing the development plans with respect to such property. The maximum number of Lots entitled to use the Amenities Center and other General Common Areas is 375.

All Owners by acceptance of their deeds to or other conveyances of their Lots thereby automatically consent to any such change, addition, withdrawal or deletion thereafter made by the Declarant (or the applicable Declarant-affiliated Owner thereof) and shall evidence such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision).

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Any such Supplemental Declaration may submit the Property added by it to such additions to and modifications of the Governing Documents as may be necessary or convenient in the Declarant's judgment to reflect or adapt to any changes in circumstances or difference in the character of the added Property.

3.4 Withdrawal. Declarant reserves the right to amend the Declaration unilaterally at any time, without the consent of any Owner, for the purpose of removing any portion of the Property then owned by the Declarant or its affiliates or the Association from the provisions of the Declaration for any of the following reasons:

3.4.1 to the extent included originally in error;

3.4.2 to the extent that Declarant is transferring that portion of the Property to any governmental entity, in which event Declarant shall be entitled to retain all consideration paid for any portion of the Property so conveyed; or

3.4.3 as a result of any change in the plans for the Community desired to be effected by Declarant, provided that such change does not destroy the general plan of development.

Any withdrawal of land not owned by Declarant shall not be effective without the written consent or joinder of the then-owner(s) of the withdrawn land.

3.5 Disclaimer of Implication. Only the Property described in Exhibit "A" hereto is submitted to the Governing Documents by the Initial Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required by Section 3.3 with respect to it, no portion of the remainder of the Community shall be in any way affected by the Governing Documents, and every such portion may be freely sold, conveyed or otherwise disposed of by their owner or owners free and clear of the Governing Documents.

3.6 Amendment. This Article 3 shall not be amended without the prior written consent of the Declarant, so long as Declarant (or any of its affiliates) owns any portion of the Community.

4. COMMON AREAS.

4.1 Types of Common Areas. The Common Areas shall consist of the following types of property:

4.1.1 General Common Areas; and

4.1.2 Limited Common Areas.

Without limiting the generality of Section 2.70, in the event that Declarant determines that a particular portion of the Community is or is not a Common Area hereunder (in the manner provided in Section 2.70), such determination shall be binding and conclusive. It is specifically contemplated that the Common Areas may change from time to time in connection with changes in development plans

and other factors not now known (including, without limitation, by increase, decrease or transfer to any governmental entity or a Neighborhood Association). Accordingly, references in the Declaration to the Common Areas shall be deemed to refer to same as they may exist as of the relevant time.

If required by law or if deemed by the Declarant to be in the best interests of the Community or the Declarant's plan of development, any Common Area may be conveyed or transferred to any governmental entity and thereafter shall such portion(s) of the Common Area shall cease to be Common Area. Upon such portions of the Property being conveyed to any governmental entity, the expenses pertaining to administering and maintaining such portions of the Property shall cease to be Common Expenses or Neighborhood Expenses, as applicable. In the event the Declarant conveys portions of the Common Area to any governmental entity, Declarant shall be entitled to retain all consideration paid by or on behalf of the governmental entity for any portion of the Property conveyed to it.

4.2 General Common Areas. Certain portions of the Property are designated as General Common Areas and are designed and intended for the common, non-exclusive use of the Declarant, all of the Owners of Lots that may from time to time constitute part of the Property, and all of the respective Occupants and invitees of the Declarant and the Owners, all as provided and regulated herein or otherwise by the Association. General Common Areas (when designated as such by Declarant) may include, without limitation, private roadways, Buffer Areas, entrance features, signs erected by Declarant to identify the Community, structures, the Drainage System or other water management facilities, preserve areas, open space, on-street and off-street parking areas, sidewalks and street lights and such similar items or property which may hereafter be added by a deed conveying same to the Association or on a Plat relating to such General Common Area or in a Supplemental Declaration. General Common Areas may also include any special design or landscaping features lying within public rights of way as long as such areas abut the Community even if they lie outside of the boundaries of the Community (such as landscaping and irrigation in median strips) or are not otherwise owned or controlled by the Association. General Common Areas shall not include any other property of Declarant not intended to be made General Common Areas. Declarant shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the General Common Areas such facilities as Declarant deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Declarant. The initial General Common Areas are described on Exhibit "D."

4.2.1 The Declaration is subject to any other easement currently of record which affects any of the Property. Additionally, Declarant reserves on behalf of the Association the right to accept any easements in favor of the Association over, under, across or through any portion of the Community or real property which abuts or is adjacent to the Community, and such easements shall be deemed a General Common Area to the extent of such easements created. Any real property shall be considered adjacent to or abutting the Community even though a street, lake or canal may lie between any of such Property. To the extent that certain portions of the Property are

specifically made common areas/elements of a Neighborhood Association or are designated as Limited Common Areas, they shall not be deemed General Common Areas.

4.2.2 Declarant will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the General Common Areas of the Property, but such identification shall not be required in order for a portion of the Property to be General Common Area hereunder. The Association need not have title to a portion of the Property in order for such portion to be designated as a General Common Area.

4.3 Limited Common Area. Certain portions of the Property may be designated as Limited Common Area and reserved for the exclusive use of some but not all of the Owners and their Occupants. All expenses associated with the operation, maintenance, repair, replacement and insurance of the Limited Common Area shall be assessed against the Owners which are benefited thereby as a Neighborhood Assessments. Any Limited Common Area may be designated as such and the exclusive use thereof shall be assigned in the Declaration or a Supplemental Declaration, in a deed to the Association or on the Plat relating to such Limited Common Area. The initial Limited Common Areas are described on Exhibit "G" and are intended for the exclusive use of the Owners or Neighborhoods entitled to use the Limited Common Area as described in Exhibit "G".

Any Supplemental Declaration may declare any part or all of any Property added by it to be Limited Common Areas for the specific use of only certain of the Owners or Neighborhoods, which Owners or Neighborhoods may either be specifically designated in the Supplemental Declaration or may be designated later by the Declarant pursuant to provisions set forth in the Supplemental Declaration. Any Supplemental Declaration may authorize the Declarant to charge and retain fees for having assigned the right to use a particular Limited Common Area to a particular Owners or Neighborhoods. Any Supplemental Declaration may subject those Limited Common Areas to specific rules, regulations or provisions with respect to their use and with respect to the payment of expenses relating to them, including provisions that require only those persons who are entitled to use the Limited Common Areas to pay for their maintenance, management, operation, insurance, repair and replacement.

4.4 Prior to Conveyance. Prior to the conveyance and/or dedication of the Common Areas to the Association but after such portion of the Property has been declared as a Common Area, any portion of the Common Areas owned by the Declarant shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended, as the Declarant in its sole discretion deems appropriate. During such period, the Declarant shall own, operate, and administer the Common Area without interference from any Owner or any other person or entity. The Owners shall have no right in or to any portion of the Community unless and until same is declared to be a Common Area in the Declaration or any Supplemental Declaration and actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by the Association. The Declarant has no obligation or responsibility

to construct or supply any such Common Area of the Association, and no party shall be entitled to rely upon any statement contained in the Declaration as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to the Association. So long as Declarant (or any of its affiliates) owns any portion of the Community, the Declarant shall retain the right to add to, delete from, modify any of the Common Areas.

4.5 Ownership. No later than the expiration of the Declarant Control Period, the Declarant or other owner(s) of the Common Area shall convey by quit claim deed, and the Association shall accept, fee simple title to all Common Areas within the Property, and shall assign, reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be of record, and the Association shall accept all such conveyances, grants, assignments and reservations. So long as Declarant or any affiliate of Declarant owns any portion of the Community, Declarant reserves an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any Improvements on the Common Area as it deems necessary or advisable, provided that any such Improvements must comply with the requirements of the appropriate governmental authority.

If the Common Areas have previously been conveyed to the Association, then any Improvements subsequently constructed or placed on the Common Area by Declarant shall become the property of the Association upon completion of such Improvements and such completed Improvements will be conveyed to the Association in accordance with the terms of the Declaration. If the Common Areas have not been conveyed to the Association, then any Improvements constructed or placed on the Common Area by Declarant shall be conveyed to the Association simultaneously with the conveyance of the Common Areas. The Declarant shall convey and transfer (or cause to be conveyed and transferred) by quit claim deed, the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) to the Association. The Association shall accept such conveyance, and the Association shall be responsible for the maintenance, management, operation, insurance, repair and replacement of all Common Areas (whether or not conveyed or to be conveyed to the Association) in a continuous and satisfactory manner without cost to the general taxpayers of the County.

4.6 Conveyance. So long as Declarant (or any of its affiliates) owns any portion of the Community or earlier as determined by the Declarant in its sole discretion, all or portions of the Common Area may be conveyed or transferred to the Association by means of a dedication on a Plat, a conveyance recorded in the Public Records of the County or by grant of easement or leasehold interest to the Association. The dedication, conveyance or creation of easement or a leasehold interest shall be "As Is" and subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association

shall be deemed to have assumed and agreed to pay and perform all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Common Area and other obligations relating to the Common Area imposed herein. The Association hereby agrees to indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder in the Declaration, hereby accepts such dedications, conveyances, easements or leaseholds without setoff, condition, or qualification of any nature. THE ASSOCIATION AGREES TO ACCEPT "AS IS" THE DEDICATION, CONVEYANCE OF, GRANT OF EASEMENT OR LEASEHOLD INTEREST IN THE COMMON AREAS AND THE PERSONAL PROPERTY AND IMPROVEMENTS APPURTENANT THERETO, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION OR FITNESS OF THE COMMON AREA, OR PORTIONS THEREOF AND THE PERSONAL PROPERTY AND IMPROVEMENTS THEREON. All costs and expenses of such dedication, conveyance or grant shall be paid for by the Association.

4.7 Operation After Conveyance. After the dedication, conveyance or grant of an easement or leasehold interest in any portion of the Common Area to the Association, the portion of the Common Area so dedicated, deeded or granted shall be owned, operated and administered by the Association for the use and benefit of the Owners, in accordance with the Governing Documents. Subject to the Association's right to grant easements, leaseholds and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without the approval of (a) a majority of the Board; and (b) the written consent of the Declarant so long as Declarant (or any of its affiliates) owns any portion of the Community.

4.8 Taxes. It is intended that all real estate taxes assessed against the Common Areas owned or to be owned by the Association shall be (or have been, because the purchase prices of the Units have already taken into account their proportionate shares of values of the Common Area) proportionally assessed against and payable as part of the taxes of the Units within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any Improvements and any personal property thereon accruing from and after the date the Initial Declaration or Supplemental Declaration designating the portion of the Property as Common Areas was recorded. Such taxes shall be prorated between Declarant (or the then Declarant-affiliated Owner thereof) and the Association as of the date of such recordation. Any taxes on the Common Areas shall be Common Expenses of the Association.

4.9 Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Common Areas accepts and assumes all risk and responsibility for liability, injury, or damage connected with use of such Common Areas. The person also expressly indemnifies and agrees to hold harmless the Declarant, the Association and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct

or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees and costs at trial, upon appeal or otherwise.

4.10 Negligence. The expense of any maintenance, repair or replacement of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, Occupant or other person utilizing the Common Areas, through or under such Owner, shall be borne solely by such Owner and the portions of the Property owned by that Owner shall be subject to a Charge for that expense.

4.11 Partition. Except as is permitted in the Declaration, there shall be no judicial partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any judicial partition of the Common Areas or any part thereof, unless the Property have been removed from the provisions of the Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to the Declaration.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5.1 Membership. Every person or entity who is an Owner shall be a Member of the Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership or a mortgage as security for the performance of an obligation shall not be a Member of the Association.

5.2 Voting Rights. The Association shall have two (2) classes of Members:

5.2.1 Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant so long as the Declarant is a Class B Member. Unless otherwise provided in a Supplemental Declaration, a Class A Member shall be entitled to one (1) vote for each Unit developed or intended to be developed on a Lot owned by the Class A Member. The Voting Interests of Class A Members shall be determined as follows:

5.2.1.1 In the case of a vacant Lot, the Lot shall be deemed to contain the number of Units (i) for which the Lot is zoned; or (ii) shown on the site plan for such Lot approved by the County and Declarant; or (iii) shown on a Plat or other such instrument for the Lot, including without limitation a declaration of condominium, recorded in the Public Records of the County on all or a portion thereof.

5.2.1.2 In the case of a Lot on which improvements are under construction, the portion of the Lot under construction shall be deemed to contain the number of Units designated for such portion of the Lot on the plans approved by the County and Declarant for which a building permit was issued.

5.2.1.3 Upon issuance of a certificate of occupancy on any portion of a Lot, such portion of the Lot shall be deemed to contain the number of Units constructed on the portion of the Lot and designated in the certificate of occupancy. The number of Units on the remaining land, if any, shall continue to be determined in accordance with this Subsection 5.2.1.

5.2.2 Class B. The Class B Member(s) shall be the Declarant. The Voting Interests of the Class B Member(s) shall be equal to three (3) votes for each Class A vote plus three (3) votes for each Lot owned by the Declarant. The Class B membership shall cease and be converted to Class A membership at the expiration of the Declarant Control Period.

5.2.3 Multiple Lot Owner. Any Owner owning more than one Lot shall be entitled to the aggregate number of votes attributable to all Lots owned by such Owner.

5.2.4 Co-Owners. When more than one person holds an interest in any portion of the Property, all such persons shall be Members of the Association and may attend any meeting of the Association. The votes for such portion of the Property shall be exercised or cast in the manner provided by the Declaration and Bylaws.

5.3 Disputes. If any dispute arises as to the number of Units on a Lot, the decision of the Declarant shall be final.

5.4 Selection of Voting Members. The person entitled to act as the Voting Member for an Owner shall be determined in accordance with the Bylaws.

6. CERTAIN EASEMENTS AND RIGHTS

6.1 Owners' Easements in Common Areas. Each Owner and Occupant of such Owner shall have a non-exclusive easement for use, access and enjoyment in and to all General Common Areas in common with all other such Owners and their Occupants. Each agent, guest or invitee of an Owner or Occupant shall have a revocable license over the General Common Areas for access to the Lot of such Owner or Occupant. Each Owner and Occupant of the Lot who are entitled to the right, use or benefit of a particular Limited Common Area shall have a non-exclusive easement of use, access, and enjoyment in and to such Limited Common Areas. Each agent, guest or invitee of an Owner or Occupant entitled to the right, use or benefit of a particular Limited Common Area shall have a revocable license over the Limited Common Areas for access to the Lot of such Owner or Occupant.

6.2 Limitations on Use of Common Areas. All rights of use and enjoyment in the Common Areas are subject to the following:

6.2.1 Easements over and upon the General Common Areas in favor of the Association and its Members shall not be deemed to grant any easements or use rights which are not specifically granted elsewhere

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in the Declaration or in any other documents to which the Property (or any applicable portion(s) thereof) is now or hereafter made subject.

6.2.2 The Association's rights include without limitation the following:

6.2.2.1 To suspend the right of an Owner, his or her Occupants, agents and invitees to use the Common Areas (except for legal access) for any period during which any applicable Assessments remains unpaid.

6.2.2.2 To require that vehicles of all or certain types of Owners or Occupants bear appropriate decals and may charge a reasonable fee for such decals.

6.2.2.3 To adopt and enforce rules and regulations governing the use of the Common Areas. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified.

6.2.2.4 To reasonably limit the number of Owners, Occupants, or invitees using the Common Areas and the hours of operation of the Common Areas.

6.2.3 The Association has the right with the consent of the Declarant, as long as the Declarant or any of its affiliates owns any property in the Community, to borrow money for the purpose of improving the Common Areas subject to the limitations in Sections 9.4 or 9.5.2. In aid of such financing, the Association may mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of the mortgagee in any such case shall be subordinate to the use of rights of the Owners.

6.2.4 Subject to the requirements and limitations of Article 19, the Association has the right, by a vote of majority of the Voting Members, or the Declarant unilaterally as long as the Declarant or any of its affiliates owns any property in the Community (i.e., without the joinder or consent of the Association or any of its Owners) to dedicate portions of the Common Areas to a Neighborhood Association or a public or quasi-public agency, or similar entity under such terms as the Association deems appropriate and to create or contract with the Association or special taxing districts for lighting, roads, recreational or other services, security, communications and other similar purposes deemed appropriate by the Association.

6.2.5 The Declarant shall have the right to construct, erect and build Improvements over such streets, drives, roadways, sidewalks, paths, walks and parking areas within or upon the Common Area. Notwithstanding the foregoing, as long as the Declarant or any of its affiliates owns any property in the Community, the Declarant, by Supplemental Declaration or other written instrument, may limit or

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restrict access to certain private streets, drives, roadways, walkways, paths and parking areas within or upon the Common Area.

6.2.6 Declarant and Declarant's Permittees shall have the right from time to time to enter upon the Common Areas and other portions of the Property (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion or alteration of any Improvements or facilities on the Common Areas or elsewhere in the Property that the Declarant and Declarant's Permittees, as appropriate, elect to effect.

WITH RESPECT TO THE USE OF THE COMMON AREAS, RECREATION FACILITIES AND THE PROPERTY GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE 19 AND TO SECTIONS 20.13 AND 20.16 HEREOF WHICH SHALL AT ALL TIMES APPLY THERETO.

6.3 Right to Grant or Relocate Easements. The Declarant (as long as the Declarant or any of its affiliates owns any property in the Community) and the Association shall have the right to grant, convey and relocate easements, licenses or rights-of-way in, on, over or under the Common Areas and fee title to parcels or strips of land, for purposes consistent with the terms of the Declaration, including without limitation constructing, installing, erecting, operating, maintaining or conducting thereon, therein and thereunder: (i) streets, walks, trails, driveways, parkways, landscaping, parks and open space areas; (ii) lines, cables, wires, conduits, facilities and other devices for the transmission of electricity, heating, cooling, water, sanitary sewerage, gas, television, telephone, voice or electronic data and other similar purposes; (iii) storm water ponds, lakes, drains, pipes, basins, and detention, retention and transmissions areas and other portions of the Drainage System; (iv) irrigation systems; (v) any Improvements or uses for the general health or welfare of the Owners, for the proper operation and maintenance of the Property, or any portion thereof, or for the purpose of carrying out any provision of the Declaration; and (vi) any similar Improvements or uses not inconsistent with the use of such property pursuant to the Declaration as the Declarant shall deem necessary or desirable. Provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use and enjoyment of Common Area and Lots for their intended purposes or ingress and egress to Lots.

6.4 Association Easements. The Association and the applicable Neighborhood Association, as appropriate, and their duly authorized agents, employees or independent contractors shall have an easement over each Lot, Unit and Neighborhood Association common area/element as may be reasonably necessary to carry out any provision of the Declaration, including without limitation the maintenance of Common Areas, enforcement of the Declaration, inspection (in a reasonable manner) in order to determine whether any maintenance or repair is necessary, performance of the maintenance or repair work, and to the extent that the Association is obligated or authorized to perform any Neighborhood Maintenance, to perform such Neighborhood Maintenance provided that any such entry is during reasonable hours. Nothing contained in this Section shall be construed or interpreted to impose upon the Association the obligation to inspect, maintain or repair any of the Property. Neither the

Declarant, the Association, the Neighborhood Association nor any of their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any portion of the Property or failure to repair or maintain the same. The Declarant, the Association or any other authorized person or entity undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any portion of the Lots, Units, Common Areas, Neighborhood Association common areas/elements or Improvements thereon or portion thereof. In addition, the Association may, without notice, make such emergency repairs and take such emergency maintenance action as it may determine is necessary for the safety of any person or to prevent damage to any property. The provisions of this Section shall not be deemed to create any right of the Association to enter upon the property of the Declarant.

6.5 Utility and Other Services; Drainage.

6.5.1 The Declarant hereby reserves for itself, its successors and assigns, and grants an easement through and over the Property for the installation, operation, maintenance, repair, replacement, testing and inspection as may be required from time to time for utilities, electricity, telephone, water, sewer (including force sewer main and sewer lift stations), drainage, signage, landscaping, street lights, decorative lights, fountains, irrigation, gas, communication, telecommunication (including, but not limited to voice, local and long distance telephone services, high speed data/internet/intranet services, and security monitoring), television transmission, cable television and communications systems, pest control, garbage and waste removal, plumbing, mechanical, heating, ventilating, exhaust, air conditioning, fire and life safety, security, monitoring or surveillance lines, equipment and systems, and the provision of other utilities, facilities, goods or services whether now existing or hereafter invented or discovered (collectively "Essential Services") in favor of the Association and/or such providers in order to serve the Property and/or the members of the Association. The Drainage System shall be maintained continuously in good condition by the Association and easements are granted hereby over Property in favor of all Owners, Neighborhood Associations and the Association with respect thereto.

6.5.2 An Owner shall do nothing within or outside his or her Unit or Lot that interferes with or impairs, or may interfere with or impair, the installation, operation, maintenance, repair, replacement, testing and inspection of Essential Services. The Board of Directors or the provider of such Essential Services or their respective agents shall have a right of access to each Lot to inspect, install, maintain, repair or replace the devices, pipes, wires, ducts, vents, cables, conduits and other facilities for the Essential Services or elsewhere in the Property, and to remove any Improvements interfering with or impairing such Essential Services or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Owner's permitted use of the

Unit or Lot, and except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than three (3) hours' notice (which notice shall not, however, be required if the Owner is absent when the giving of such notice is attempted).

6.5.3 Public utilities in the Common Areas for the service of the Property shall be installed underground except as otherwise permitted by Declarant.

6.5.4 Easements for installation and maintenance of utilities are reserved as shown on the recorded Plat(s) covering the Property and as provided herein. The area of each Lot covered by an easement and all Improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate utility companies, telecommunications providers, the Association, the applicable Neighborhood Association and Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, of Essential Services under and through the utility easements as shown on the Plat(s).

6.6 Emergency Service Easements. Fire, police, health, sanitation, emergency medical and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

6.7 Easements for Pedestrian and Vehicular Traffic. In addition to the general easements for use of the General Common Area reserved herein, there shall be, and the Declarant hereby reserves, grants and covenants for itself and all future Owners and their Occupants and Mortgagees of the Property, or any portion thereof, and to the Association, that all of the foregoing shall have a perpetual, non-exclusive easement for: (i) vehicular traffic over all streets dedicated to the Association or its Members and all private streets, drives and roadways within or upon the General Common Area; (ii) pedestrian traffic over, upon and across all walkways and paths within or upon the General Common Area; and (ii) vehicular parking on such portions of the General Common Area as from time to time may be intended and designated for general parking purposes by the Board of Directors.

6.8 Encroachments; Easements. If (.1) any Improvement on the Common Area encroaches upon any other portion of the Property; (.2) any Improvement on any Lot encroaches upon the Common Area; or (.3) any encroachment shall hereafter occur as a result of (a) construction of any Improvements; (b) settling or shifting of any Improvement; (c) any alteration or repair to an Improvement on the Common Area after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Improvement, then, in such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the Improvements causing the encroachment shall stand. This provision shall not entitle any Owner to intentionally construct Improvements which encroach upon

any other portion of the Property and no easement for encroachment shall exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant, the Association or any Neighborhood Association.

6.9 Encroachments in Easement Areas. The Association is the holder of certain easements pertaining to drainage and stormwater management on some, but not all, of the Lots, such easements having been created pursuant to the Plats or in other recorded documents ("Association Easement Areas"). In the event that air conditioning equipment and underlying pads (collectively, "A/C System") or pool pumps, heater pads and related equipment (collectively, "Pool System") for certain Lots are installed by Declarant within the Association Easement Areas, the Declarant hereby grants a perpetual, non-exclusive easement to permit the historic and future use of such A/C Systems and Pool Systems as are contained within the Association Easement Areas based on the understanding that the existing A/C Systems and Pool Systems do not impair the use of the Association Easement Areas for drainage purposes. An A/C System and/or Pool System installed by a party other than Declarant shall be permitted to be located within the Association Easement Areas for a particular Lot upon the execution of an encroachment agreement between the Association and the Owner of the Lot, provided that the Association determines that the placement of such A/C System or Pool System within the Association Easement Areas does not impair the use of the Association Easement Areas for drainage purposes.

6.10 Easements of Support. Whenever any structure included in the Common Areas adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

6.11 Easements Appurtenant. The easements provided in Article 6 shall be appurtenant to and shall pass with the title to each Lot.

7. **FUNCTIONS OF THE ASSOCIATION**.

7.1 Powers and Duties. Subject only to such limitations expressly set forth in the Governing Documents, the Association (.1) shall have all of the powers of a Florida not-for-profit corporation; (.2) shall have and may exercise all rights or privileges given to it expressly in the Governing Documents; (.3) shall have and all rights or privileges given to it by law and (.4) shall have and may exercise every other right, privilege, power or authority necessary or desirable to fulfill its obligations under the Governing Documents. Subject to the foregoing provisions, the Association, acting through the Board of Directors, shall have the powers specified in this Article 7 and elsewhere in the Declaration, including without limitation the following:

7.1.1 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Governing Documents;

7.1.2 To acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for

public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

7.1.3 To borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to any limitations in the Governing Documents with the consent of the Declarant, so long as the Declarant or its affiliates own any property in the Community;

7.1.4 To participate in mergers and consolidations with other not for profit corporations organized for the same purposes or to annex additional residential property or Common Area within or outside of the Community, provided that any such merger, consolidation or annexation shall have the approval of majority of each class of Voting Members represented at a meeting in person or by proxy at which a quorum has been attained; and

7.1.5 To execute all documents or consents on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, Plats, waivers of plat, unities of title, covenants in lieu thereof, etc.).

7.2 Assessments. The Association shall have the power and duty to impose Assessments on the Owners of portions of the Property with respect to which Assessments have commenced and to collect and enforce payment of such Assessments in accordance with the provisions of Article 9. The Association may exempt portions of the Property from Assessments.

7.3 Common Area. The Association shall have the right and obligation to ensure that the Common Areas are preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Areas in their natural or improved state, as appropriate, and keep it free of impediments to its use by the Owners, subject to the provisions of the Declaration; (ii) procure and maintain adequate liability insurance covering the Association, Owners, Neighborhood Associations, and its Directors and officers, against any loss or damage suffered by any person, resulting from use of the Common Area, and adequate property insurance covering the real and personal property owned in fee by the Association; (iii) procure and maintain adequate property insurance covering the real and personal property leased by the Association; and (iv) pay all property taxes and other Assessments levied against all Common Area owned in fee by the Association.

7.4 Insurance; Bonds. The Association shall procure and maintain adequate liability insurance covering the Association and Common Areas. The Association shall also procure and maintain full replacement value casualty insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors' and employees' liability insurance, and such other insurance as it deems necessary or advisable. The premiums for such insurance shall be paid from the Assessments as provided in Article 9 of the Declaration. The

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Association may cause any or all persons responsible for collecting and disbursing monies of the Association to be bonded.

7.5 Maintenance of Other Property. The Association may maintain other property which it does not own, including, without limitation, common areas/elements of a Neighborhood Association, Neighborhoods or property dedicated to the public, (.1) if such maintenance is required by the Declaration or any governmental order, (.2) if the Board of Directors determines that such maintenance is necessary or desirable to cause compliance with the Declaration or to enhance the appearance or value of the Property, or (.3) if the maintenance is requested by the person responsible for such maintenance and the cost of it is charged to such person with security or other assurances for payment acceptable to the Board. As to any maintenance, repairs or replacement performed by the Association pursuant to the Governing Documents as to property it does not own, the Association shall have the right to file, amend, release and terminate notices of commencement.

7.6 Membership and Use Agreements. The Association shall have the power to enter into agreements which grant some or all of the Owners the use of or membership in any recreational, resort or other facility, the cost of which would be included in Assessments.

7.7 Other Management Functions. The Association shall have the power, to enter into agreements to provide property management and other management services to any Owner, including, but not limited to, management services, the care of private residences, and other services which generally relate to the management of private property, and to collect a fee for such services. The Association may furnish association management services to Neighborhood Associations. Such management services may include the collection by the Association, on behalf of the Neighborhood Association, assessments levied by such Neighborhood Association against the members of such Neighborhood Association.

7.8 Rules. The Board of Directors shall have the power to adopt, amend and enforce rules and regulations applicable within the Community with respect to any Common Areas, and to implement the provisions of the Governing Documents, including but not limited to rules and regulations to prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate pedestrian and vehicular traffic; to regulate parking; to regulate animals; to regulate signs; to regulate use of any and all Improvements on Common Areas to assure fullest enjoyment of use by the persons entitled to enjoy and use the same; to promote the general health, safety and welfare of persons within the Community; and to protect and preserve property, property values and property rights. All rules and regulations adopted by the Association shall be reasonable and shall be uniformly applied, except such rules may differentiate between reasonable categories of the Property and Owners, Occupants, invitees and contractors. A copy of the rules, as they may from time to time be adopted, amended or repealed, may be posted in a conspicuous place in the Association's office or may be mailed or otherwise delivered to each Owner. Upon such mailing, delivery or posting, the rules shall have the same force and effect as if they were set forth herein; provided, however, that the rules shall be enforceable only to the

extent that they are consistent with the Governing Documents, and may not be used to amend any of such documents. If any Owner has actual knowledge of any rules, such rules shall be enforceable against such Owner as though notice of such rules had been given.

7.9 Indemnification. The Association shall be obligated and shall indemnify the Declarant and hold it harmless from all liability, loss, cost, damage and expense, including attorneys' fees, arising with respect to any operations of or services provided by the Association hereunder.

8. MAINTENANCE OF UNITS, LOTS AND NEIGHBORHOOD COMMON AREAS

8.1 Exterior of Improvements; Landscaping.

8.1.1 To the extent that the Association has the express obligation to perform Neighborhood Maintenance for any Improvements to the Lot pursuant to the Initial Declaration, any Supplemental Declaration, or a Neighborhood Association has the obligation to maintain, repair or replace common areas/elements or other Improvements in a Neighborhood pursuant to a declaration of condominium or declaration of covenants and restrictions or similar recorded instrument, then the Association or such Neighborhood Association shall be responsible for performing those obligations which have been delegated to it in a neat, orderly and attractive manner consistent with the standards set forth in Section 8.7.

8.1.2 The maintenance of all Improvements located on the Lot which has not been expressly delegated to the Association or a Neighborhood Association pursuant to the Initial Declaration, any Supplemental Declaration, or pursuant to a declaration of condominium or declaration of covenants and restrictions or similar recorded instrument shall be the sole obligation of the Owner(s) of such Lot or Unit. Other than the Lot Landscaping maintained by the Association or landscaping in a Neighborhood maintained by a Neighborhood Association, each Owner shall maintain the trees, shrubbery, grass and other landscaping, and all parking, pedestrian, recreational and other open areas on his or her Lot in a neat, orderly and attractive manner and consistent with the standards set forth in Section 8.7.

8.2 Common Areas. The Association shall at all times maintain in good repair, operate, manage, insure, and replace as often as necessary the Common Areas and all Improvements situated on the Common Areas (upon completion of construction by Declarant or its affiliates, if applicable) in a neat, orderly and attractive manner consistent with the standards set forth in Section 8.7. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's, its affiliates' (and its and their predecessors') responsibility to the County, its respective governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas, including, but not limited to, roads and entry features, and shall indemnify Declarant and its affiliates and hold Declarant and its affiliates harmless with respect thereto.

In the event of any conflict, ambiguity or uncertainty as to whether certain maintenance or other duties as to any portion of the Property fall within the jurisdiction of the Association or a Neighborhood Association, the determination of the Declarant shall control so long as Declarant (or any of its affiliates) owns any portion of the Community, and thereafter the determination of the Association shall control.

In order to effect economies of scale and for other relevant purposes, the Association, on behalf of itself, all or any appropriate Neighborhood Associations, shall have the power to incur expenses general to the Property or appropriate portions thereof. The Association shall then have the power to allocate portions of such expenses among the affected Neighborhood Associations, based on such formula as may be adopted by the Association or as otherwise provided in the Declaration. The portion so allocated to any Neighborhood Association shall be deemed a general expense thereof, collectible through its own assessments.

8.3 Neighborhoods. The Association shall also be responsible for Lot Landscaping of Lots within those Neighborhoods designated to receive such Neighborhood Maintenance in the Initial Declaration or any Supplemental Declaration. The Association is hereby obligated to perform Lot Landscaping for Units in the Classics Neighborhood and the Grand Villas Neighborhood. Unless otherwise provided in a Supplemental Declaration, the applicable Neighborhood Association shall be responsible for the maintenance, repair and replacement of the Lot Landscaping on a Condominium Tract, and each Owner of a Lot in the Estates Neighborhood shall be responsible for the maintenance, repair and replacement of the Lot Landscaping on his or her Lot. The Association may also assume other Neighborhood Maintenance responsibilities with respect to any Neighborhood in addition to those that may be designated in the Declaration or in any Supplemental Declaration. This assumption of responsibility may take place either by agreement with Owners of Lots in the Neighborhood or with a Neighborhood Association or because, in the opinion of the Board of Directors, the level and quality of service then being provided is not consistent with the standards set forth in Section 8.7. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessments only against the Units and property within the Neighborhood to which the services are provided, unless specifically provided otherwise in a Supplemental Declaration. The provision of services in accordance with this Section shall not constitute discrimination within a class.

8.4 Landscaping in Neighborhood Association Common Areas. Each Neighborhood Association shall maintain the trees, shrubbery, grass and other Lot Landscaping, and all parking, pedestrian, recreational and other open areas in its common areas/elements in a neat, orderly and attractive manner and consistent with the general appearance of the developed portions of the Property and the portion of the Property governed by the Neighborhood Association and the standards set forth in Section 8.7.

8.5 Landscaping. It is the intent of the Declarant to maintain a uniform aesthetic throughout the Property with regard to landscaping. Therefore, all landscaping shall be maintained in accordance with standards set forth in Section 8.7 and the other provisions of Article 8.

8.5.1 Association Maintenance. The Association shall maintain all landscaping in the Common Areas and the perform the Lot Landscaping for the Lots in the Classics Neighborhood and Grand Villas Neighborhood. No modifications of the Lot Landscaping or landscaping on any Common Area may be undertaken by an Owner without the express prior written approval of the DRB. Landscaping maintenance activities shall be performed during such hours and on such days as the Board of Directors may determine from time to time.

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

8.5.3 Trees. All trees in the Community other than those within a Lot in the Estates Neighborhood or a Condominium Tract shall be maintained by the Association.

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

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

8.5.4 Prohibition Against Citrus and Other Fruit Trees in the Community; Landscaping Decontamination Requirements. No "citrus tree" (defined for purposes of this Subsection as a tree or bush bearing citrus fruit) shall be permitted on the Property, based upon the current and ongoing difficulties in the state of Florida with citrus canker and the fact that the only known method for eradicating citrus canker is to wholly eradicate all citrus species in a community. Such prohibition

against citrus trees shall apply both to citrus trees planted in the ground or any planter, pot or other decorative feature. Any and all outside landscaping installation and maintenance contractors shall be required to comply with any decontamination procedures determined by the Board, in its sole discretion, to be reasonably necessary and warranted. In the event there are citrus trees located on the Property prior to the recordation of this Declaration, no Owner or other Occupant shall be permitted to harvest any fruit from such trees. The Association shall have all right, power and authority to cut down and/or remove any and all citrus trees located in the Community, whether located on the Common Areas, a Lot or a Condominium Tract. The Association shall have the power to levy a Charge against an Owner who plants or otherwise places a citrus tree on any portion of the Property. All other types of "fruit trees," such, as, but not limited to, mango, papaya and banana trees, are also prohibited on any Lot because of the additional maintenance requirements for same that would be required by the Association.

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

8.5.6 Landscape Maintenance and Replacement. An Owner shall be solely responsible for replacing, at his or her sole cost and expense, any and all landscaping located on the Owner's Lot (including but not limited to, shrubs, trees, palms, and sod) if such landscaping either dies or requires replacement. So too, shall each Neighborhood Association be solely responsible for replacing, at its sole cost and expense, any and all landscaping located on the common areas/elements of such Neighborhood Association (including but not limited to, shrubs, trees, palms, and sod) if such landscaping either dies or requires replacement. In the case of Lots in the Classics Neighborhood and Grand Villas Neighborhood, the Association shall only be responsible for the normal and ordinary maintenance of the Lot Landscaping and for replacement of the portions of the Lot Landscaping for which the Association has planned and collected reserves, but not otherwise.

8.6 Irrigation.

8.6.1 Installation and Operation. The Association shall own and operate an underground irrigation distribution system which comprise a portion of the Common Areas and will provide landscape irrigation to all Lots, Common Areas, Neighborhood Association common areas/elements, as well as other portions of the Property. All lines and facilities shall be constructed to the boundaries of each Lot or Condominium Tract, and the Association shall maintain all portions of the underground irrigation distribution system and the Lakes which are the source of the waters, as are contained on or within the Common Areas from time to time. The Association is responsible for maintaining all irrigation lines and facilities up to the boundary of a Lot or Condominium Tract. So long as the Association provides Lot Landscaping to the Grand Villas Neighborhood and the Classics Neighborhood, the Association is also responsible for maintaining the irrigation lines and facilities contained within the Lots in such Neighborhoods. Except as may be otherwise specifically required to be maintained by the Association under this Section 8.6.1 or as otherwise specifically provided in this Declaration, the Owner of the each Lot in the Estates Neighborhood is responsible for maintaining irrigation lines and facilities contained within his or her Lot, and the Neighborhood Association is responsible for maintaining irrigation lines and facilities contained within its common areas/elements.

8.6.2 Reserved Rights of the Association to Control Amount of Water. The Association, in order to ensure that all portions of the Community may have water for irrigation purposes, specifically reserves the right to control, in its sole discretion, the amount of irrigation water delivered to all particular portions of the Property.

8.6.3 Irrigation System Easement. The Declarant grants a perpetual, non-exclusive easement to the Association over, across, under and through the Property for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating and servicing any portion(s) of the irrigation system.

8.6.4 Irrigation Service. The Association will operate, manage, maintain, repair and replace the irrigation system and will perform such services in the same manner as the Association maintains other Common Areas and shall allocate to each Lot, through the Assessment process, a portion of the cost of operating and maintaining the irrigation system and related costs and fees and shall allocate a proportionate share of the cost of the irrigation water, based approximately on the size or landscaped area of a Lot or Neighborhood Association common area/element and/or the frequency of watering or volume of water used. The Association shall not be liable to any Owner for any interruption in irrigation service, the quality of irrigation water, the source of irrigation water or any damage to the landscaping, sod or Improvements on a Lot or Neighborhood Association common area/element caused by providing or not providing irrigation service. Every Owner, by virtue of taking title to a portion of the Property, shall indemnify, defend and hold harmless the

Association and its Directors, officers, managers, supervisors, employees and agents against and in respect of, and reimburse the same on demand for any and all claims, demands, losses, costs, expenses, settlement; obligations, liabilities, damages, recourse and deficiencies including, but not limited to, interest, penalties, attorneys' fees and disbursements (including at the trial and appellate levels) that the Association, its Directors, officers, managers, supervisors, employees or agents incur or suffer which arise, result from or relate to any claim made by any party based on the installation, operation, maintenance, repair or replacement of the irrigation system and the provision of irrigation service to any Lot or Neighborhood Association common area/element, including, without limitation, property damage, personal injury or claims for inconvenience.

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

8.7 Standards for Maintenance. All maintenance, repairs and replacement of Property, Units, Lots and the performance of Lot Landscaping or other Neighborhood Maintenance shall be performed in a manner consistent with the general appearance of the developed portions of the Property and, as to Units, the portion of the Property in which the Unit is located. The minimum (though not sole) standard for the landscaping shall be the general appearance of the Property (and the applicable portion thereof as aforesaid) as initially landscaped (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). The minimum (though not sole) standard for maintenance, repairs and replacement of Property, Units and Lots shall be the general appearance of the portion of the Property in which the Unit is located taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of Declarant or the DRB (as hereinafter defined). The person responsible for maintenance (the Association, Neighborhood Association or Owner, as applicable) shall repaint, restain, or refinish, as appropriate, the exterior portions of his or her Improvements (with the same colors and materials as initially used or as approved by Declarant or the DRB) as often as is necessary to comply with the foregoing standards. Notwithstanding the foregoing, the Association shall have the right to determine and reduce the standard for maintenance from time to time for any portion of the Property which is not visible from a Unit, the Amenity Center or a roadway within the Community.

8.8 Remedies for Noncompliance.

8.8.1 In the event of an Owner fails to maintain or cause to be maintained his or her Improvements and Lot in accordance with this Article 8, the Association or applicable Neighborhood Association (whichever at the time has the power or duty to enforce this Article pursuant to Article 13 hereof) shall have the right (but not the obligation), upon five (5)

days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter on the Owner's Lot and perform such work as is necessary to bring the Lot or Improvements, as applicable, into compliance with the standards set forth in Section 8.7. Such work may include, but shall not necessarily be limited to, the cutting or trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or replanting of grass, trees or shrubs, the repainting or restaining of exterior surfaces of an Improvement, the repair of walls, fences, roofs, doors, windows and other portions of Improvements on a Lot; and such other remedial work as is judged necessary by the applicable entity.

8.8.2 The remedies provided for herein shall be cumulative with all other remedies available under the Declaration or other applicable declaration of condominium or declaration of covenants and restrictions or similar recorded instrument, (including, without limitation, the imposition of Neighborhood Assessments, Charges or the filing of legal or equitable actions).

8.9 Neighborhood Associations. All of the requirements, obligations and remedies set forth in this Article shall apply to all Neighborhood Associations and their common areas/elements and all Improvements thereto. Accordingly, as applied to a Neighborhood Association, the term Owner as used in this Article shall be deemed to include the Neighborhood Association (even if it does not hold legal title to its common areas/elements) and the term Unit shall be deemed to include a Neighborhood Association's common areas/elements and all Improvements thereto. Any costs of remedial work or surcharge thereon applicable to a Neighborhood Association shall be paid directly by the Neighborhood Association, failing which the Association may, in addition to all other available legal and equitable remedies, withhold the amount of same from amounts collected on behalf of the Neighborhood Association, and the Association is hereby granted a lien on such amounts for such purpose.

8.10 Costs of Remedial Work; Surcharges. In the event that the Association or an applicable Neighborhood Association, performs any remedial work on an Improvement or Lot pursuant to this Article or any other applicable declaration of condominium or declaration of covenants and restrictions or similar recorded instrument, the costs and expenses thereof shall be deemed Neighborhood Assessments or Charges under Article 9 of the Declaration and may be immediately imposed by the Association or an applicable Neighborhood Association entity performing the remedial work. In order to discourage Owners from abandoning certain duties hereunder and, additionally, to reimburse same for administrative expenses incurred, the Association or an applicable Neighborhood Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the Neighborhood Assessments or Charge. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable enforcing entity in its sole discretion.

8.11 Right of Entry; Right to File Notices of Lien Rights.

8.11.1 There is hereby created an easement in favor of the Association and its designees, over each Lot including the Unit thereon for the purpose of entering onto the Lot in the performance of Lot Landscaping, Neighborhood Maintenance, any other maintenance for which the Association is otherwise permitted or required to perform, provided that the Association shall exercise such easement for entry into a Unit during reasonable hours.

8.11.2 The Association shall have the right to file notices of lien rights, claims of lien, amendments thereto, notices of termination and satisfactions as to any Lot for which it has the obligation to perform Lot Landscaping, Neighborhood Maintenance, and any other maintenance for which the Association is otherwise permitted or required to perform.

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

8.13 Maintenance of Drainage System. The Association shall maintain, operate, repair and replace the Drainage System as a General Common Expense in order to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the SFWMD or required by the SFWMD Permit. The Association shall also, as a General Common Expense, operate, manage, insure and restore the Lake Maintenance Areas; keep the Lake Maintenance Areas in a safe and clean condition and in good state of repair in good state of repair (including, without limitation, the Lakes); make any and all additions, alterations or repairs to the Lake Maintenance Areas required by SFWMD. Maintenance of the Lake Maintenance Areas may include, but not limited to, aquatic weed and pest control and removal, litter removal, water quality maintenance, testing and monitoring, Maintenance of all fountains, landscaping, lighting and irrigation equipment and facilities. Should the Association be dissolved during any period it is responsible for maintenance of the Drainage System, then the Drainage System shall be conveyed to an appropriate agency of local government and, if not accepted, then to a similar not for profit corporation.

8.14 Buffer Areas. Without limiting the generality of other applicable provisions hereof, the Buffer Areas shall be maintained by the Association, commencing with the date the Initial Declaration is recorded, in a neat, orderly and attractive manner consistent with the standards set forth in Section 8.7 without cost to the general taxpayers of the County, and without direct, individual expense to the Owners of the Lots upon which the Buffer Areas are situated or abut, except for their share of the General Common Expenses.

8.15 Street Lighting. Unless the street lighting is maintained by a utility, the Association shall maintain, repair and replace street lighting (the term "street lighting" shall include light poles and appurtenances thereto and the light bulbs and wiring therefor) located within the Property and on nearby property and the cost of electricity therefor, and the cost and expense for the foregoing in such a case shall be a General Common Expense, notwithstanding that such street lighting may be located on portions of the Property which are not owned by the Association or are not Common Areas. In the event the Declarant, in its sole discretion, elects to install such street lighting, Declarant shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Declarant and the Association shall forthwith pay same to the Declarant.

8.16 Limitations on Amendment. The provisions of this Article 8 shall not be amended except by (a) the Declarant solely pursuant to the Declarant's amendment rights outlined in Article 17; or (b) the affirmative vote of 67% of the Voting Interests present in person or by proxy at a duly called meeting of the Members and by the Declarant for so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property, Article 8 may be amended pursuant to the general amendment provisions of this Declaration.

9. COVENANT FOR ASSESSMENTS AND OTHER AMOUNTS

9.1 Creation of the Lien and Personal Obligation for Assessments and Charges. Each Owner of any Lot by acceptance of title to the Lot shall be deemed to covenant and agree to pay all Assessments and Charges assessed against the Owner's Lot a provided in the Declaration. All Assessments and Charges shall be fixed, established and collected from time to time as hereinafter provided. An Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he or she is the Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Charges against the grantor up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or by the abandonment of the Lot against which the Assessments are made or otherwise.

9.2 Budgets. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the General Common Expenses and Neighborhood Expenses to be incurred by the Association during the fiscal year, which budget may provide reasonable reserves for replacement and deferred maintenance for roads, the Drainage System and Amenities Center

(including but not limited to the roof, painting, pool and pool equipment). The General Common Assessments may include an annual food and beverage minimum for each Unit to subsidize the costs of operating a food service facility and offering food and beverage service at the Amenities Center. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than the amount to be generated through General Common Assessments and Neighborhood Assessments. The Board shall then establish the Assessments for each Lot and shall notify each Owner in writing of the amount, frequency, and due dates of such Assessments.

In determining the Assessments for General Common Expenses and Neighborhood Expenses (if applicable) for each Lot, the Board may consider any income expected to be generated from additional Lots reasonably anticipated to become subject to Assessments during the fiscal year. Unless the Board of Directors provides otherwise when it adopts the annual budget for the General Common Expenses and Neighborhood Expenses, the Assessment for each Unit which becomes subject to Assessment after January 1st of the year for which the budget was adopted shall be based upon a good faith estimate by the Board. Thereafter, each such Unit's Assessment shall be computed as provided in Sections 9.3 and 9.5 as of January 1st of the year for which the budget was adopted.

The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessments against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, except as to emergency Assessments. The Association shall at that time prepare a roster of the Lots, the Owners thereof and the Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner or First Mortgagee. In the event no such notice of a new Assessments is given, the Assessments amounts payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

From time to time during the fiscal year, the Board may modify the budget. Pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency or due dates of the Assessments. In no event shall any such Assessments be due less than ten (10) days from the date of the notification of such Assessments.

9.3 General Common Assessments Rates. Unless the Initial Declaration, a Supplemental Declaration or any other recorded instrument provides otherwise, each Lot shall pay an equal share of the General Common Expenses computed by multiplying the General Common Expenses by a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots subject to Assessments.

9.4 Capital Improvements to General Common Areas. In addition to the General Common Assessments, the Association may assess for capital alterations or improvements to the General Common Areas (as distinguished from maintenance, repair, replacement or reconstruction) or to acquire any real or

personal property for the General Common Areas costing in excess of GCA Alterations Limit, as defined below, in the aggregate in any fiscal year, only if such additions, alterations, improvements or purchases shall have been approved by a majority of the Voting Interests present in person or by proxy at a duly called meeting of the Members. The "GCA Alterations Limit" shall be the greater of 100% of the General Common Expenses for the prior fiscal year or the sum of $300,000, as adjusted by the CPI. Any such additions, alterations or improvements or purchases of real or personal property for the General Common Areas costing in the aggregate less than the GCA Alterations Limit in a fiscal year may be made by the Association without approval of the Owners. The cost and expense of any such additions, alterations, improvements or purchases of real or personal property for such General Common Areas shall constitute a part of the General Common Expenses and shall be assessed to the Owners as an Annual Assessment or Special Assessment, as determined by the Board. No action authorized in this Section 9.4 shall be taken without the prior written consent of the Declarant as long as the Declarant or any of its affiliates owns any portion of the Community.

9.5 Neighborhood Assessments.

9.5.1 The Board of Directors shall have the power to assess Lots for the actual and estimated expenses incurred by the Association for Neighborhood Expenses for the benefit of Lots or Owners within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be determined from time to time by the Board of Directors in accordance with the Declaration. Unless the Initial Declaration, a Supplemental Declaration or any other recorded instrument shall provide otherwise, each Lot shall pay an equal share of the Neighborhood Expenses incurred by the Association for providing specific items or services relating to or benefiting the Neighborhood in which the Lot is located, computed by multiplying the applicable Neighborhood Expenses by a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots subject to Assessments within the Neighborhood to which the Neighborhood Expenses apply.

At the time that the budget for Neighborhood Expenses is prepared by the Board as required by Section 9.2 above, the Board shall determine the amount of the Neighborhood Assessments that are applicable to the Lots in such Neighborhood for such fiscal year.

9.5.2 In addition to the Neighborhood Assessments, the Association may assess for capital alterations or improvements to the Limited Common Areas or a Neighborhood (as distinguished from maintenance, repair, replacement or reconstruction) or to acquire any real or personal property for the Limited Common Areas or Neighborhood costing in excess of Neighborhood Alterations Limit, as defined below, in the aggregate in any fiscal year, only if such additions, alterations or improvements shall have been approved by a majority of the Voting Interests present in person or by proxy at a duly called meeting of the

Voting Group for such Neighborhood. The "Neighborhood Alterations Limit" shall be the greater of 100% of the Neighborhood Expenses for the prior fiscal year or the sum of $300,000, as adjusted by the CPI. Any such additions, alterations or improvements or purchases of real or personal property for the Limited Common Areas or Neighborhood costing in the aggregate less than the Neighborhood Alterations Limit in a fiscal year may be made by the Association without approval of the Voting Group for the applicable Neighborhood. The cost and expense of any such additions, alterations, improvements or purchases of real or personal property for such Limited Common Areas or Neighborhood shall constitute a part of the Neighborhood Expenses and shall be assessed to the Owners as an Annual Assessment or Special Assessment, as determined by the Board.

9.5.3 No action authorized in this Section 9.5 shall be taken without the prior written consent of the Declarant as long as the Declarant or any of its affiliates owns any portion of the Community.

9.6 Due Dates. The General Common Assessments and Neighborhood Assessments shall be payable in advance in quarterly installments, unless the Board of Directors of the Association determines to collect them in monthly, semi-annual or annual installments. The Assessments amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or subsequently adopted. The original General Common Assessments and Neighborhood Assessments for any fiscal year shall be assessed for the year (but may be reconsidered and amended, if necessary, at any time), but the amount of any revised Assessments to be assessed during any period shorter than a full fiscal year shall be in proportion to the number of months (or other appropriate installments) remaining in such fiscal year. The due date of any Special Assessments (whether relating to a General Common Area, Limited Common Area or a Neighborhood) shall be fixed in the Board resolution authorizing such Assessments.

9.7 Date of Commencement of Assessments. Unless otherwise provided in the Declaration or a Supplemental Declaration, each Lot shall become liable for payment of the Assessments commencing on the first (1st) day after the first to occur of (1) the issuance of the certificate of occupancy (or its equivalent) for the Unit thereon, or (2) the conveyance of the Unit thereon by Declarant or a Participating Builder to an Owner other than the Declarant or a Participating Builder, or (3) upon actual occupancy of the Unit thereon. No Unit shall be assessed separately from the Lot on which it is situated. Thereafter, Assessments shall be imposed for the year beginning January 1 and ending December 31 or such other fiscal year as the Board of Directors may adopt.

9.8 Certificate of Unpaid Assessments. Within fifteen (15) days after written request by the Owner or Mortgagee of the Lot, the Association shall provide a certificate stating all Assessments, Charges and other moneys owed to the Association by the Owner with respect to the Lot. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association shall be entitled to charge a fee for issuing each such certificate.

9.9 Monetary Defaults and Collection of Assessments.

9.9.1 Late Fees and Interest. If any Assessments or Charge is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of five (5%) percent of the amount of the Assessments or Twenty-Five ($25.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law (or, if there is no highest lawful rate, 18% per year) from the due date until paid. If there is no due date applicable to any particular Assessments or Charge, then the Assessments or Charge shall be due ten (10) days after written demand by the Association.

9.9.2 Acceleration of Assessments. If any Owner is in default in the payment of any Assessments or Charge owed to the Association for more than thirty (30) days after written demand, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association the Assessments for the balance of the fiscal year, based upon the then existing amount and frequency of such Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the Assessments and for all other amounts payable to the Association.

9.9.3 Lien Rights. The Association has a lien on each Lot for the unpaid Assessment, which is effective from and after recording a claim of lien in the Public Records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association, late fees and interest, reasonable attorneys' fees and costs incurred incident to the collection of the Assessments and enforcement of the lien (including preparation and filing the claim of lien and the complaint (if any), and prosecuting same, and all sums advanced and taxes paid and payments made on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien. To the extent permitted by law, the Association has a lien on each Lot for Charges owed to the Association by the Owner of such Lot.

9.9.4 Collection and Foreclosure. The Association may bring an action in its name to foreclose its lien for Assessments in the manner a mortgage on real property is foreclosed. The Association may also bring an action at law against the Owner(s) personally obligated to pay the Assessments and Charges due the Association to recover a money judgment for such unpaid Assessments and Charges without waiving any claim of lien. The Association shall have such other remedies for collection and enforcement of Assessments and Charges as may be permitted by applicable law. All remedies are

intended to be and shall be cumulative. The Association may pursue one or more of such remedies at the same time or successively. The Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of the Assessments and Charges due the Association, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and costs and costs of the action, and all sums advanced and taxes paid and payments made on account of superior mortgages, liens or encumbrances by the Association in order to preserve and protect the Association's lien. In the event a judgment is obtained, such judgment shall include all amounts provided above. The Association shall also be entitled to attorneys' fees and costs in connection with any appeal or bankruptcy. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

9.9.5 Rental and Receiver. The Association shall be entitled to the appointment of a receiver to collect the rent (.1) if the Unit is leased during the pendency of the foreclosure; or (.2) if an Owner or any Occupant remains in possession of a Unit after the claim of lien against a Unit is foreclosed, and the court in its discretion requires the Owner to pay a reasonable rental for the Unit.

9.10 Delegation of Collection of Assessments. Unless delegated to a Neighborhood Association, the Association shall have the legal duty and responsibility to collect and enforce payment of the Assessments owed to the Association by the Owner. The Association shall have the right upon sixty (60) days written notice to require a Neighborhood Association to collect or enforce payment of the Assessments on behalf of the Association. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations hereunder. All Assessments owed by the Owner of a Lot, together with late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

9.11 Priority of Liens. The order of priority of liens hereunder shall be as follows: first, real property tax liens; second, First Mortgage liens; third, the Association's liens for Assessments; and finally, liens for Neighborhood Association assessments. In the event of a foreclosure of a First Mortgage, any purchaser at a foreclosure sale or any such First Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or such First Mortgagee, shall hold title to the Lot subject to the liability and lien of any Assessments coming due after such foreclosure (or conveyance in lieu of foreclosure). Any purchaser at a foreclosure sale or any First Mortgagee who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments (or installments thereof) that became due prior to the First Mortgagee's receipt of the deed; however, the liability is limited to the lesser of the following: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one (1%) percent of the original mortgage debt. The limitation of this Section 9.11

apply only if the First Mortgagee joined the Association as a defendant in the foreclosure action. No mortgagee acquiring title to a Lot as a result of foreclosure or deed in lieu thereof may be excused from the payment of the Assessments during the period of its ownership of such Lot, whether or not such Lot is unoccupied.

9.12 Unpaid Assessments. Any unpaid General Common Assessments, Special Assessments for General Common Expenses which cannot be collected as a lien against any Lot by reason of the provisions of Section 9.11 shall be deemed to be a General Common Expense divided among, payable by and a lien against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Any unpaid Neighborhood Assessments or Special Assessments for Neighborhood Expenses which cannot be collected as a lien against any Lot by reason of the provisions of Section 9.11 shall be deemed to be a Neighborhood Expense divided among, payable by and a lien against all Lots in such Neighborhood, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for Assessments under this Article shall be superior to liens for assessments of the Neighborhood Associations which may be referred to in declarations of restrictions or declaration of condominiums recorded with respect to certain Lots. In the event only a portion of the Assessments are collected, the amount collected shall be applied first to Assessments and then to assessments of the Neighborhood Association.

9.13 Use of Common Areas. In addition to the rights of collection of Assessments stated in this Article, any and all persons owning a Lot or acquiring title to or any interest in a Lot as to which the Assessments are delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to use, occupy, or lease such Lot or use or enjoy the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall be subject to the provisions of Section 9.11 applicable to the First Mortgagees and purchasers.

9.14 Common Areas and Certain Other Property. The following property shall be exempt from payment of Assessments: Common Areas, common areas/elements of a Neighborhood Association, parks and similar open spaces, land owned by or dedicated to the County or any other governmental authority and any land owned by a publicly-regulated utility company as long as such land is used for or in connection with the provision of utilities (exclusive of business offices, retail outlets and the like). In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment, the determination of the Declarant (or, if there is no Class B Voting Member, the Board of Directors of the Association) shall be final and conclusive (and not subject to later change unless the use of the open space in question changes).

9.15 Capital Contribution Fund. The Declarant shall establish in the name of the Association a fund ("Capital Contribution Fund") for the purpose of having funds available for initial and non-recurring items, capital expenses, permit fees, licenses, utility deposits, advance premiums for insurance policies and coverages and other expenses for operation of the Association pursuant to the Declaration.

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Each time the Declarant conveys a Unit to a purchaser other than a Participating Builder, the Declarant shall collect from the purchaser of the Unit an amount to be determined by the Declarant from time to time ("Initial Capital Contribution"). Initially, the Initial Capital Contribution shall be the sum of $500.00, subject to increase from time to time by the Declarant. Each time the Participating Builder conveys a Unit to a purchaser, the Participating Builder shall collect from the purchaser of the Unit the amount of the Unit's Initial Capital Contribution.

Each Unit's Initial Capital Contribution shall be collected at the time of closing of the sale of the Unit and transferred to the Association within ten (10) days thereafter. A Unit's Initial Capital Contribution shall not be refundable to the purchaser and shall not be applied and/or considered as a credit or an advance against any Assessment. No Initial Capital Contribution funds shall be used by the Association during the Declarant Control Period and shall be maintained in an Association account separate and apart from the Association's general operating accounts. The Declarant and each Participating Builder shall indemnify the Association for the amount of the Units' Initial Capital Contributions which the Declarant or Participating Builder is obligated to collect and transfer to the Association hereunder.

9.16 Resale Capital Contribution. In addition to the Initial Capital Contribution set forth in Section 9.15, at the closing of each resale of any Unit, the purchaser of a Unit shall pay a resale capital contribution to the Association's Capital Contribution Fund (the "Resale Capital Contribution") as determined from time to time by the Master Board. Initially, the Resale Capital Contribution shall be $500.00. The Resale Capital Contribution shall not be refundable to the purchaser and shall not be applied and/or considered as a credit or an advance against any Assessment. Notwithstanding anything to the contrary contained in this Declaration, no Resale Capital Contribution shall be due and/or payable on the acquisition of a Lot or Unit by the Declarant, the Association, or any Participating Builder or by any Institutional First Mortgagee acquiring title to a Unit by means of a certificate of title or deed in lieu of foreclosure of its First Mortgage encumbering a Unit. Provided, however, the Resale Capital Contribution shall be due in connection with the resale of a lot or Unit by the Declarant, the Association, any Participating Builder or any Institutional First Mortgagee. The funds derived from the Resale Capital Contributions are income to the Association and shall be used at the discretion of the Board for any purpose, including without limitation, capital expenditures or landscape replacement.

9.17 Declarant's Assessments. Notwithstanding any provision of the Governing Documents to the contrary, the Declarant shall have the option, in its sole discretion, to (.1) pay Assessments on the Units owned by it which are subject to assessment, or (.2) not to pay Assessments on any Units owned by it which are subject to assessment and in lieu thereof fund the "shortfall," if any. The "shortfall" to be paid under option (.2), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of any capital improvement reserves, replacement reserves, depreciation reserves and operating expense reserves), and (ii) the sum of all monies receivable by the Association from all sources. The term "all sources" used in the previous

sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of the Common Areas, the Assessments levied against the Owners other than Declarant, interest, late charges, fines, rents and incidental income and any surplus carried forward from the preceding year(s). The shortfall for which the Declarant is responsible shall not include expenses incurred by the Association as a result of a natural disaster, casualty or an act of God which are not covered by the proceeds of insurance. The Declarant may from time to time change the options under which the Declarant is making payments to the Association by written notice to such effect to the Association. Declarant shall be obligated for deficit funding for each year of operation until such time that Declarant shall give written notice to the Board terminating its responsibility for deficit funding during the next succeeding fiscal year. Upon giving such notice, each Lot owned by Declarant for which a certificate of occupancy has been issued for the Lot and Unit thereon shall thereafter be assessed in the same manner as Lots owned by Owners other than Declarant. Notwithstanding the foregoing, any deficit funding provided by Declarant pursuant to this Section shall automatically terminate at the expiration or earlier termination of the Declarant Control Period.

9.18 Declarant Subsidy. Declarant may, but shall not be obligated to, reduce the Assessments by payment of a subsidy, which may be in the form of a contribution, a loan, in-kind services or an advance against future Assessments due from the Declarant, in Declarant's sole and absolute discretion. Payment of such subsidy in any year shall not obligate the Declarant to continue the subsidy in future years unless expressly provided in a written agreement with the Association.

9.19 Assessments for Participating Builders. Each Participating Builder agrees, by acceptance of a deed for a Lot within the Property, to pay the applicable Assessment for each of its Units. In the alternative the Participating Builder may elect at the time it acquires its Units to fund its proportionate share of the shortfall in the Common Expenses of the Association in lieu of paying the applicable Assessments, which election shall be binding for not less than a one (1) year period. The proportionate share of each Participating Builder shall be calculated by multiplying the amount of the shortfall by a fraction, the numerator of which is the number of Units owned by such Participating Builder and the denominator of which is the number of Units owned by all such Participating Builders and the Declarant who have elected to fund the shortfall in lieu of paying Assessments. After the Declarant Control Period or such earlier time as a Participating Builder elects on not less than 90 days notice to the Association prior to the beginning of the Association's next fiscal year to discontinue funding its proportionate share of the shortfall in accordance with this Section 9.19, then such election of any Participating Builder pay its proportionate share of any shortfall as to the Units it owns shall automatically terminate and it shall thereafter be obligated to pay the applicable Assessments against such Lots.

9.20 Association Funds. Amounts collected by the Association shall be held by the Association in accounts clearly identified as the Association's and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks and financial institutions, the deposits of which are insured by an agency of the United States.

9.21 Charges. Each Owner shall be liable to the Association for all damage to any portion of the Common Areas or Association Property resulting from misuse, negligence, failure to maintain or otherwise caused by the Owner, his or her Occupants or the contractors, subcontractors, licensees, invitees, employees, directors, officers, family members or guests of either. The Association shall have the right to levy a Charge therefor against such Owner or Owners. The Association may also levy a Charge against an Owner to reimburse the Association for costs incurred in any enforcement action or in bringing any Lot or Unit into compliance with the Governing Documents. To the extent permitted by law, such Charge shall be a lien against the Lot as provided in Article 9 hereof and shall be subject to all of the provisions relating to collection and enforcement of Assessments, including, but not limited to, the lien and foreclosure procedures.

The Association may also levy a Charge against the Lots within any Neighborhood to reimburse the Association for costs incurred in any enforcement action or in bringing the common areas/elements of a Neighborhood Association into compliance with the provisions of the Governing Documents, provided the Association gives notice to the Neighborhood Association and an opportunity to cure such violation of the Governing Documents.

9.22 Declarant Rights. The Declarant reserves the right to modify the Assessments rates, allocations and commencement dates by Supplemental Declaration.

10. **USE, OCCUPANCY AND OTHER RESTRICTIONS.** In order to provide for congenial use and occupancy of the Property and for the protection of the values of the Units, the Property shall used and occupied be in accordance with the following provisions:

10.1 Applicability. The provisions of this Article 10 shall apply to all of the Property and the use thereof but shall not apply to the Declarant or any of its designees. Nor shall this Article 10 apply to any Participating Builder who purchase Lots or portions of the Property from Declarant and is expressly exempted by Declarant from all or some of the provisions of this Article.

If requested by any interested party, Declarant shall give a written statement as to whether any particular person or entity is exempt from the provisions of this Article and to what property and for what period of time such exemption applies. The party receiving such statement shall be entitled to rely thereon and such statement shall be binding on the Declarant, the Association, all Neighborhood Associations and all other relevant persons and entities.

10.2 Land Use and Building Type. Each Lot and Unit constructed thereon shall be used solely for residential purposes, except for such ancillary or other commercial uses permitted by applicable zoning codes and other laws and ordinances. However, without limiting the generality of Section 10.1, Declarant, its affiliates, the Declarant's Permittees and Participating Builders may use Lots and Units for model homes, sales displays, construction offices, parking lots, sales offices, rental and resale offices, management offices and other offices, or any one or any combination of such uses.

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10.3 Occupancy and Leasing Restrictions.

10.3.1 Number of Occupants. The number of persons occupying a Unit cannot exceed two (2) persons per bedroom. The term "bedroom" shall not include living rooms, kitchens, dining rooms, dens, family rooms, bathrooms and similar rooms. The Board shall consider and grant variances from this restriction in order to comply with the provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

10.3.2 Use Restrictions. Use and occupancy of the Units is restricted to residential uses only. Units shall not be utilized for any commercial purposes or uses (other than ancillary home office use in conformance with applicable law). This restriction shall not be construed in such a manner as to prohibit an Owner from maintaining his or her personal professional library, keeping his or her personal business or professional records or accounts or handling his or her personal, business or professional telephone calls, written or electronic correspondence in and from his or her Unit. Units shall at all times be used in a manner consistent and in accordance with the terms of the Declaration, applicable law and the requirements of governmental bodies, unless otherwise agreed to in writing by: (a) Declarant (in its sole and absolute discretion) during the period Declarant controls the Board of Directors, and (b) thereafter, the Board (in its sole and absolute discretion).

10.3.3 Leasing. The minimum lease term for a Unit is thirty (30) consecutive days, and no Unit may be leased more than three (3) times per calendar year. Provided that the Owner strictly complies with the provisions of Sections 11.1, 11.2 and 11.3 and other applicable provisions of the Declaration, an Owner (or Owner's agent pursuant to a written agreement with the Owner) shall have the right to lease his or her Unit without the prior approval of the Association. When a Unit is leased, the Tenant shall have all use rights in Common Areas otherwise available for use generally by Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage of the Common Areas by an Owner and a Tenant.

10.4 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

10.5 Temporary Structures. No structure of a temporary character, trailer, mobile home or recreational vehicle shall be permitted on any Lots within the Property at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant, its affiliates, Declarant's Permittees on Participating Builders during construction.

10.6 Signs. No sign, poster, display or billboard of any kind shall be displayed to the public view on any Lot, entryways or outside walls of any Unit, any fences on the Property, any Common Areas, common areas/elements of any Neighborhood Association, dedicated areas, or any vehicles within the Property, except signs regardless of size used by the Declarant, and its affiliates or as authorized by Declarant or DRB (in locations and in accordance with applicable design standards). No sign of any kind which shall be visible outside the Unit shall be permitted inside a Unit or on a Lot, except as authorized by Declarant or DRB (in locations and in accordance with applicable design standards). Without limiting the generality of Article 13, in the event that similar requirements of a Neighborhood Association are more restrictive than those set forth herein, such more restrictive requirements shall supersede and control. So long as Declarant (or any of its affiliates) owns any portion of the Community, Declarant may authorize Declarant, its affiliates, Declarant's Permittees or Participating Builders to place signs on the Property in connection with construction, sales, leasing, resales and other marketing activities.

10.7 Pets.

10.7.1 No more than two (2) dogs, cats or birds (two being the maximum number of such animals in any combination, but specifically excluding in all events reptiles, pot bellied pigs and other livestock or wildlife) and/or a reasonable quantity of fish shall be permitted to be contained in a Unit, except that pets that are of a known vicious breed such as "Pit Bulls," "Bull Terriers," "Chows," "Rottweilers" or other like breeds are not permitted.

10.7.2 Pets shall not be permitted upon the Common Areas except pursuant to rules and regulations of the Association or as contained in the Declaration.

10.7.3 Each Owner shall indemnify the Association and Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Owner's having any pet on the Property. All Owners are required to clean up all pet droppings deposited on the Common Areas or other portions of the Property.

10.7.4 Any complaints filed by residents of damage caused by a pet shall be submitted in writing to the Board, which shall determine the amount of the damage and notify the applicable Owner who owns the pet in writing to make the necessary repair, replacement or removal (as the case may be). If such Owner fails to properly act within fifteen (15) days from the date of such notice, or fails to otherwise reach an agreement in writing with the Board as to the payment for such damage or remedying any other violation within fifteen (15) days from the date of such notice, such Owner shall be required to permanently remove the pet from the Property. Payment for damages pursuant to this Subsection shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently. Any pet complaint filed with the Association, whether or not such complaint

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involves damage as described above, shall be verified by a designated member of the Board of Directors.

10.7.5 For purposes of Section 10.7 only, the term "Owner" shall be deemed to include any Tenant, Guest or occupant of the Unit.

10.8 Additional Rules Regarding Pets and Animals. Notwithstanding Section 10.7 hereof, the Association shall have the right from time to time to adopt or amend with respect to any Neighborhood or area within the Property restrictions (including those of Section 10.7), rules and regulations governing the type, number and size of pets or other animals that may be kept within that Neighborhood. The rules and regulations governing pets may vary between Neighborhoods and areas of the Property to the extent that the Board of Directors deems appropriate.

10.9 Commercial Trucks, Trailers, Campers and Boats. No commercial vehicles, campers, mobile homes, motor homes, boats, personal water craft, house trailers, boat trailers, all terrain vehicles, or trailers of every other description shall be permitted to be parked or to be stored at any place on the Property, except (i) during the periods of approved construction on the Property provided they comply with the Declaration and the rules and regulations of the Association or (ii) within a Unit's garage provided the garage door is closed. Small pick-up trucks, sports utility vehicles and/or mini-vans of the type commonly used as private passenger vehicles may be parked on the Property, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or a reference to any commercial undertaking or enterprise. This prohibition on parking shall not apply to trucks and commercial vehicles, such as for pick-up, delivery, repairs to the Property and other commercial services, temporarily parked during business hours in compliance with the Declaration and the rules and regulations of the Association. Nor shall this prohibition apply to any passenger vehicle, sports utility vehicle or mini-van owned or issued by a local, state or federal government that is assigned to an Owner or Occupant for personal use and has a license tag or other form of identification which identifies the vehicle as a governmental vehicle. No vehicle which is unlicensed or inoperable may be kept or stored on the Property. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

10.10 Parking. The Association shall have the right to adopt rules and regulations governing parking and storage of vehicles on the Property. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations of the Association now or hereafter adopted may be towed or booted by the Association at the sole expense of the owner of such vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. Each Owner and Occupant delegates to the Association the authority to tow or boot vehicles, trucks, campers, mobile homes,

motor homes, boats, personal water craft, house trailers, boat trailers, all terrain vehicles, or trailers of every other description parked or stored in violation of the restrictions in the Declaration or in the rules and regulations now or hereafter adopted.

10.11 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All solid waste containers shall comply with applicable Neighborhood Association restrictions and the standards adopted by the Association (or the DRB) for such containers (the latter to control over the former in the event of conflict).

10.12 Limitations on Use of Buffer Areas. The Buffer Areas shall be used for identification purposes, for landscaping, for a planting screen buffer and for installation and maintenance of underground utilities and lines, and shall not be used by Owners of the respective Lots for parking or for any other purposes. No driveway access or vehicular access shall be permitted to any Lots across any Buffer Areas, except for access to the sales model areas and such other access as may be permitted by the Declarant in a Supplemental Declaration.

10.13 Exterior Antennas, etc. No exterior antenna satellite dishes or similar equipment shall be installed on any Lot, Common Area or Improvement thereon, unless such antennae, satellite dishes and similar equipment are approved by the DRB and conform to the conditions and requirements imposed by the DRB. No radio or shortwave operations of any kind shall be permitted to operate on any Common Areas or any Unit. Notwithstanding the foregoing, to facilitate compliance with The Telecommunications Act of 1996, the following provisions apply to installation of DBS, MDS, ITFS, and LMDC dishes less than one (1) meter in diameter, and TVBS antennas:

10.13.1 No payment of any fee shall be required as a condition of installation.

10.13.2 Any installation must be placed on the Lot in a location which in not visible from any street, unless such placement would: (a) unreasonably delay or prevent installation, maintenance or use; or (b) unreasonably increase the cost of installation, maintenance or use; (c) preclude reception of an acceptable quality signal.

10.13.3 The Owner must take reasonable measures to screen the installation. "Reasonable" means an installation which is consistent with the overall landscape standards of the Property, but does not (a) unreasonably delay or prevent installation, maintenance or use, (b) unreasonably increase the cost of installation, maintenance of use; or (c) preclude reception of an acceptable quality signal.

10.14 Trees, Shrubs and Artificial Vegetation. No tree or shrub, the trunk of which exceeds six (6) inches in diameter, may be cut down, destroyed or removed from

any Lot or Neighborhood Association common areas/elements without the prior approval of the DRB. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot or Neighborhood Association common areas/elements without the prior approval of the DRB.

10.15 Games and Play Structures. No play or game structures, including without limitation, tennis courts, soccer goals, basketball goals, volleyball courts or swing sets shall be located on any Lot without the prior written consent of the DRB. No such play or game structure shall be located in the front yard of any Lot. Additionally, no platform, doghouse, playhouse, storage shed or auxiliary structure of any kind or nature shall be constructed on any part of a Lot without the prior approval of the DRB.

10.16 Fences and Walls. Except for fences or walls constructed by the Declarant or Association, no fences or walls are permitted within the Property other than those pool enclosures required to be erected in the immediate vicinity of a pool in order to comply with the applicable building and life safety codes. The composition, location, color and height of any such pool fence or enclosure to be constructed on any Lot or Neighborhood Association common areas/elements is subject to the approval of the DRB. The DRB shall, among other things, require that the composition of any such pool fence or enclosure be consistent with the material used in the surrounding buildings and other fences, if any. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Declarant, its affiliates, Declarant's Permittees or Participating Builders during construction periods or as otherwise approved by Declarant or the DRB.

10.17 Use and Enjoyment of the Lakes and Retention Areas. Use and enjoyment of the Lakes and retention areas shall be subject to the terms and conditions of the Declaration, the terms and conditions of any Supplemental Declaration, and rules and regulations from time to time established by the Board of Directors.

10.17.1 Docks. No Owner, other than the Declarant or the Association, shall be permitted to construct any dock, bulkhead or other improvement at the boundary of a Lake or retention area or extending into a Lake and retention area.

10.17.2 Wildlife and Marine Life. Except for the Declarant and the Association, no Owner shall introduce any waterfowl or marine life into a Lake.

10.17.3 Fishing. The following limits shall apply to fishing in any Lake: (.1) Owners and Occupants shall be permitted to fish only in those portions of the Common Areas adjacent to a Lake designated for such purpose by the Board; and (.2) no one may fish or walk along the Lake bank located behind or adjacent to a Lot or Unit, be it a single family home or a Unit within a Condominium Tract, except that the Owner or Occupant of a single family home on Lot or a Unit in a Condominium Tract abutting a Lake may fish from the rear of his or her Lot or the Condominium Tract in which his or her Unit is located.

10.17.4 Swimming; Boating Activities. Unless allowed by the Declarant pursuant to a Supplemental Declaration, or by a rule or regulation established therefor by the Board of Directors with respect to a designated Lake, no swimming, boating, sailing, snorkeling, scuba diving, canoeing, kayaking, paddle boarding, wind surfing, or related activities shall take place on any Lake, and no jet skis, wet bikes or wave runners may be operated within any Lake.

10.17.5 Owner's Landscape Maintenance between Lot Line and Adjacent Lake. Each Owner of a Unit adjacent to or whose property line extends into a Lake will be responsible for maintaining on a regular basis the waterfront area in a neat and clean condition and in such manner as to prevent erosion of the embankment or any condition or problem that disrupts or interferes with the proper functioning of the Drainage System and facilities that are a part of such Lake. An Owner's responsibility under this Subsection to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his or her unimproved Lot or whether or not the Owner permanently resides in the Property.

10.18 Utility Connections. Permanent building connections for all utilities installed after the date hereof, including but not limited to, water, electricity, gas, telecommunications and television, shall be run underground from the proper connecting points to the structure in such a manner to be acceptable to the County and applicable utility. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies.

10.19 Off-Street Motor Vehicles. No motorized vehicle may be operated off of paved roadways and drives except as specifically approved in writing by the Declarant or Association for the purpose of maintenance, construction or similar purposes and except as operated by the Association, Declarant or its contractors, subcontractors or designees.

10.20 Motorized or Battery Powered Vehicles. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on the Condominium Property unless they are licensed, registered, and insured. Specifically, no golf carts or other low speed vehicles shall be permitted except for those operated by Developer, the Association, a Neighborhood Association or their contractors in connection with the maintenance, repair or security of the Neighborhood or Property. Any motorcycle, moped, or motorized scooter used within the Property may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Exempted from this restriction are the following: electric personal assistive mobility devices as defined in Section 316.003(83), Florida Statutes; and any other bona-fide "assistive technology devices" as defined in Section 427.802(1), Florida Statutes; and any special mobile equipment as defined under Section 316.003(48), Florida Statutes, provided that such equipment may not be operated in a manner that creates a traffic hazard or poses a threat of harm to the user of such equipment or others.

10.21 Flags. An Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 41/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag on his or her Lot.

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

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

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

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

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

10.30.3 Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, the business of developing, subdividing, grading and constructing Improvements in the Property, or of disposing of Lots and/or Units by sale, lease or otherwise;

10.30.4 Prevent Declarant, its successors or assigns, from determining in their sole discretion the nature of any type of Improvements to be initially constructed as part of the Property;

10.30.5 Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any of the Property owned by Declarant (its successors or assigns), the sale, resale, lease or other marketing of Lots and/or Units;

10.30.6 Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend the Declaration, or which add or withdraw additional property as otherwise provided in the Declaration; or

10.30.7 Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any Improvements located on the Common Areas.

In general, the Declarant shall be exempt from all restrictions set forth in the Declaration to the extent such restrictions interfere in any matter with Declarant's plans for construction, development, use, sale, leasing, resale or other disposition of the Property, or any part thereof.

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11. **SELLING, LEASING AND MORTGAGING OF UNITS**. No Owner other than the Declarant may sell, give or otherwise transfer ownership of a Unit and no Owner may lease a Unit unless he or she complies with the following provisions:

11.1 Association Notice Required. Except for sales or leases by or to the Declarant, no Owner may sell, lease, give or otherwise transfer ownership of a Unit or any interest therein in any manner without prior written notice to the Association. Not later than fifteen (15) days before the transfer of ownership occurs, or seven (7) days before the first day of occupancy under an Occupancy Agreement, the Owner shall give the Association written notice of its intention to sell, lease or transfer his or her interest in any fashion. The notice shall include the name and address of the seller or landlord, the name and address of the purchaser or tenant, the nature of the transaction, and the number of the Unit being sold, transferred or leased. Each new Owner receiving a conveyance from any party except the Declarant shall notify the Association promptly after becoming a new Owner by delivering a copy of the deed to the Unit to the Association.

11.2 Association Certificate Required. Except for sales by or to the Declarant, no Owner may sell, lease, give or otherwise transfer ownership of a Unit or any

interest therein in any manner, unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums have been paid, the Association shall deliver such certificate within fifteen (15) days following a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. An Owner shall be obligated to deliver the Governing Documents to any grantee of such Owner.

11.3 Occupancy Agreements. All Occupancy Agreements (including without limitation all leases) must provide, and if they do not, shall be deemed to provide the agreement of the Occupant(s) to abide by all of the Governing Documents as promulgated and amended from time to time. A violation of any of the terms of any of the foregoing documents shall constitute a material breach of the Occupancy Agreement and shall constitute grounds for damages, termination and eviction. Every Occupancy Agreement shall be in writing and shall provide (and if not expressly in the written Occupancy Agreement, if any, shall be deemed to provide) that the Association shall have the right (i) to terminate the Occupancy Agreement in the event any Occupant fails to observe any of the provisions of the Governing Documents, and (ii) to collect all rental payments due to the Owner and apply same against unpaid Assessments if, and to the extent that, the Owner is in default in the payment of Assessments.

11.4 Compliance with Governing Documents. Each Owner and Occupant of a Unit shall comply with the covenants, terms, conditions and restrictions of the Governing Documents. The Owner(s) of a Unit is ultimately responsible for all conduct of each Occupant in the Unit, including without limitation, any damage to the Common Areas as a result of the acts or omissions of the Owner's Occupant(s). The Owner will be jointly and severally liable with the Occupant to the Association for the amount required to repair any damage to the Common Areas and for any claim for injury or damage to property arising out of or resulting from acts or omissions of Occupants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the Occupant for any claim for injury or damage to property caused by the negligence of the Occupant and special charges may be levied against the Unit therefor. If such costs and fees are not immediately paid by the Occupant(s), the Owner shall pay them and such funds shall be a Charge. All tenancies are hereby made subordinate to any lien filed by the Association or a Neighborhood Association, whether prior or subsequent to such Occupancy Agreement.

11.5 Guests. In the event a Guest will be occupying a Unit and the Owner or Tenant will be absent from the Unit, then the Owner or Tenant must provide the Association with the names and other pertinent information reasonably required by the Association regarding the Guests authorized to occupy the Unit.

11.6 Unapproved Transactions. Any purported sale or lease of a Unit in violation of this Article 11 shall be voidable at any time at the election of the Association and if the Board of Directors shall so elect, the Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to void the conveyance or Occupancy Agreement.

11.7 Financing of Purchase of Units by the Association. The purchase of any Unit by the Association shall be made on behalf of all Owners. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy Assessments against each Owner in proportion to its share of the General Common Expenses, and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased.

11.8 Exceptions.

11.8.1 The provisions of Sections 11.1, 11.2 and 11.3 shall not apply with respect to any Occupancy Agreement, sale or conveyance of any Unit by (i) the Association, or (ii) an Institutional First Mortgagee (or its designee) acquiring title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure of its mortgage or in satisfaction of debt; provided, however, that each succeeding Owner shall be bound by, and its Unit subject to, the provisions of Article 11.

11.8.2 The provisions of Sections 11.1 and 11.2 shall not apply with respect to any sale or conveyance of any Unit by the Declarant.

11.9 Mortgage of Units. Each Owner shall have the right to mortgage his or her Unit without restriction.

12. COMPLIANCE AND ENFORCEMENT

12.1 Compliance by Owners and Others. The Association, each Owner and Neighborhood Association, and their respective Occupants, invitees, officers, employees, contractors, subcontractors and agents shall comply with the Governing Documents, and the provisions of all of such documents shall be deemed incorporated into any Occupancy Agreement of a Unit whether or not expressly stated in such Occupancy Agreement. An Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any Occupants, invitees, officers, employees, contractors, subcontractors and agents, to the extent such expense is not met by the proceeds of insurance actually collected by the Association in connection with such negligence. In the event an Owner or Occupant fails to maintain a Unit or cause such Unit to be maintained, or an Owner, Occupant, invitee, officer, employee, contractor, subcontractor or agent fails to observe and perform all of the provisions of the Governing Documents, or any other agreement, document or instrument affecting the Property or administered by the Association, in the manner required, then the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the Owner for the sums necessary to do whatever work is required to put the Owner or Unit in compliance; provided, however, that nothing contained in this Article 12 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of an Owner, Occupant, guest, invitee, contractor, employee or agent or the Association to comply with the requirements of the Governing Documents, as the same may be amended from time to time, the prevailing party

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shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees (including appellate attorneys' fees). An Owner prevailing in an action with the Association, in addition to recovering its reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Owner for its share of Assessments levied by the Association to fund its expenses of the litigation.

12.2 Enforcement. Failure to comply with any of the Governing Documents shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof.

12.3 Charges. In addition to all other remedies and to the maximum extent lawful, the Board of Directors of the Association shall have the right to impose a Charge on an Owner or Neighborhood Association for failure of an Owner, Neighborhood Association or any of the other parties described in Section 12.1 to comply with the Declaration or with any rule or regulation, provided the procedures set forth in the Bylaws are followed. The imposition of a Charge shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any Charge paid by the offending Owner or Neighborhood Association shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or Neighborhood Association.

13. DEVELOPMENT REVIEW; GENERAL POWERS

The following provisions of this Article 13 are subject to those of Articles 14 and 15 hereof.

13.1 Members of DRB. The Design Review Board of the Association, which is sometimes referred to in the Declaration as the "DRB", shall initially consist of three (3) members. The Declarant shall be entitled to appoint all members of the DRB for so long as Declarant (or any of its affiliates) owns any portion of the Community. Thereafter, each new member of the DRB shall be appointed by the Board of Directors and shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Members of the DRB may be removed at any time without cause. The Board of Directors shall have the right to change the number of, appoint and remove all members of the DRB, except those initially appointed by Declarant and their replacements.

The members of the DRB shall not be compensated for their services as such, although they may be reimbursed for their reasonable out of pocket expenses incurred in connection with the performance of their duties under the Declaration. Such expenses shall be a General Common Expense of the Association. The DRB may, with the approval of the Board of Directors as to amounts, require the payment of a nonrefundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to expenses of the DRB (including, without limitation, overhead, development, review, enforcement and other Association expenses reasonably allocable to the DRB) and fees for professional services and consultants. In addition, the Board of Directors may require, at its

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sole discretion, that a structural engineer, architect, or other professional review proposed construction, with such review to be at the Owner's sole expense.

In addition to the power and duties set forth herein, the DRB shall have the right and duty to enforce such design and development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of the Property by Declarant as Declarant may, in its sole discretion, elect to have it enforce (subject at all times to Declarant's right to modify or revoke such right and duty). Such election may be made by Declarant by means of deed restrictions, contract or by way of an exclusive or non-exclusive assignment of Declarant's rights to enforce same. Further, Declarant may provide for specific criteria and procedures to be used by the DRB in such regard (subject to later modification). Absent such provision the DRB shall proceed in the manner set forth in this Article. Unless otherwise specifically provided by the Declarant in the applicable instrument, the rights and duties of the DRB shall not be delegated to a Neighborhood Association.

13.2 Review of Proposed Construction. Subject to Section 13.8 below, no Unit, fence, wall or other structure or Improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, birdhouses, other pet houses, paving or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained in the Property, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of Units or other Improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the DRB (after first having been approved by a Neighborhood Association or architectural control committee thereof, if required by the DRB, which requirement may be imposed after the initial submission for approval). The DRB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. If the proposed construction, alteration, removal or addition is to common areas/elements of a Neighborhood Association (which term includes any condominium association), said approval shall also be subject to the prior approval of the applicable Neighborhood Association. The DRB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The DRB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The DRB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the DRB of any required plans and specifications, the DRB may postpone review of any plans submitted for approval. Upon such receipt, the DRB shall have thirty (30) days in which to accept, accept with conditions or

reject any proposed plans. If the DRB does not reject same within such period, said plans shall be deemed approved.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

The provisions of this Article shall apply not only to Lots and Units, but also to common areas/elements of Neighborhood Associations.

13.3 Meetings of the DRB. The DRB shall meet from time to time as necessary to perform its duties hereunder. The DRB may from time to time, by resolution unanimously adopted in writing, designate a DRB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRB, except the granting of variances pursuant to Section 13.10. In the absence of such designation, the vote of any two (2) members of the DRB shall constitute an act of the DRB.

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

13.5 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

13.5.1 Upon the completion of any work for which approved plans are required under this Article, the applicant (who may be an Owner or an appropriate Neighborhood Association) for such approval (the "Applicant") shall give written notice of completion to the DRB.

13.5.2 Within sixty (60) days thereafter, the DRB or its duly authorized representative may inspect such Improvement. If the DRB finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

13.5.3 If the Applicant fails to remedy such noncompliance within thirty (30) days from the date of notice, the DRB shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance. The

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Applicant shall reimburse the Association upon demand for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Association (to cover the Association's administrative expenses in connection with the foregoing and to discourage the Applicant from failing to comply). If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy Special Assessments against the Applicant and his or her Lot for reimbursement. In the event the Applicant is a Neighborhood Association, the Special Assessments shall be assessed against all Units or Lots in the Neighborhood Association in proportion to their respective share of the common expenses of the Neighborhood Association.

13.5.4 If for any reason the DRB fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of completion from the Applicant, the Improvement shall be deemed to have been made in accordance with the approved plans.

13.6 Non-Liability of DRB Members. Neither the DRB nor any member thereof, nor its duly authorized representative, shall be liable to the Association, any Neighborhood Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the DRB's duties hereunder. The DRB shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition solely on the basis of aesthetic considerations and benefit or detriment which would result to the immediate vicinity and to the Property. The DRB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and some of the procedures set forth herein and, without limiting the generality of Section 2.70, may alter the procedures set forth herein as to any such designee.

13.7 Neighborhood Associations. Notwithstanding the fact that the Association may have delegated to a Neighborhood Association development review/architectural control functions as to Lots and Units within a Neighborhood, every Neighborhood Association shall be bound by the provisions, requirements and procedures of this Article, which shall at all times apply to all Neighborhood Associations and their common areas/elements. With respect to the DRB: (.1) no Neighborhood Association shall make any improvements or alterations on or to its common areas/elements without first having secured the approval of the DRB as provided herein and (.2) in the event that an Owner desires to make alterations to the exterior of a Unit, a request for the approval thereof shall be submitted to the DRB as required by the Declaration, but such request shall be accompanied by evidence that the Neighborhood Association having jurisdiction has already approved same, absent which approval the DRB shall not consider the submission and same shall be considered timely disapproved.

13.8 General Powers of the Association. The Association (and the DRB, as appropriate) shall have the power to veto any action taken or contemplated to be taken by a Neighborhood Association. The Association shall have the power to require specific action be taken by any Neighborhood Association in connection

with applicable sections of the Property. Without limiting the generality of the foregoing, the Association (and the DRB, as appropriate) may veto any decision of any Neighborhood Association (or architectural control committee thereof), may require specific maintenance or repairs or aesthetic changes to be effected, may require that a proposed budget include certain items and that expenditures be made therefor, may veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood Association and may otherwise require or veto any other action as the Association deems appropriate from time to time.

For this purpose, the Association must give written notice specifying what action is to be taken by a Neighborhood Association and within what the time frame. If the Neighborhood Association fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association and shall assess the Lots and Units governed by the Neighborhood Association for their pro-rata share of any expenses incurred by the Association in connection therewith, together with an administrative charge to be determined by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage the Neighborhood Association from failing to comply with the requirements of the Association). Such assessments may be collected as Special Assessments hereunder and shall be subject to all lien rights provided for herein.

13.9 Restrictions on Contractors, Workers. The Board of Directors of the Association shall have the right to adopt restrictions and conditions relating the terms on which construction, repairs, maintenance and replacement within a Unit can be performed, including without limitation, the review and approval of plans, design, structural integrity, aesthetic appeal, construction details, lien protection, Association oversight, contractor's access, deliveries, and storage of materials and hours of construction and other matters relating to such work. The Association shall have the right to approve the contractor performing the work, to require that the work be performed only during certain specified hours or only on certain days so as to minimize the disruption and inconvenience to the other Owners, and to require that the contractor fulfill such bonding and insurance requirements as the Board may reasonably require. Any contractor, worker or other person who does not comply with the Association's regulations and requirements regarding construction in and about a Unit shall be denied access to the Property and shall not be permitted to perform further work at the Property. The Owner shall further be responsible for any damage done to the Common Areas or other Lots or Units by any contractor, worker or other person performing work in a Unit and such damage shall be the subject of Special Assessments against the Owner by the Association.

13.10 Exemptions. Declarant, its affiliates and designees shall be exempt from the provisions hereof with respect to Improvements, alterations and additions and removals desired to be effected by any of them and shall not be obligated to submit plans and specifications to or obtain Association or DRB approval for any construction or changes which any of them may elect to make at any time. It is specifically contemplated that Declarant may, from time to time, exempt Participating Builders or Owners from all or some of the provisions of this Article

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and all or some of the procedures set forth herein and, without limiting the generality of Section 2.70 hereof, may alter the procedures set forth herein as to any such exempted party.

Notwithstanding any provision elsewhere in the Declaration to the contrary, the matters set forth in this Section and in any Supplemental Declaration relating to this Section executed by Declarant in connection with the sale of any Lot cannot be amended or modified without the written consent of the Owner of the particular Lot in question.

14. ASSOCIATION, NEIGHBORHOOD ASSOCIATIONS AND DECLARANT

14.1 Preamble. When there are Neighborhood common areas/elements, the Owners of all Lots in the Neighborhood generally will be members of a Neighborhood Association formed pursuant to a declaration of condominium or declaration of covenants and restrictions or similar instrument to operate and administer such Neighborhood common areas/elements and the Neighborhood Association will assess its members for the operation, maintenance management, repair and replacement of such Neighborhood common areas/elements. In order to ensure the orderly development, operation and maintenance of the Property and the Property subject to the administration of the Neighborhood Associations as integrated parts of the Property, this Article has been promulgated for the purposes of (1) giving the Association certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale, and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

14.2 Cumulative Effect; Conflict. The covenants, restrictions and provisions of the Declaration shall be cumulative with those of the declarations for the Neighborhood Associations, if any. However, in the event of conflict between or among any covenants, restrictions and provisions, or any articles of incorporation or any bylaws, or any rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to the Governing Documents. The foregoing priorities shall apply, but not be limited to, the lien for Assessments created in favor of the Association (as provided in Article 9 hereof).

14.3 Development Review, Maintenance and Use Restrictions. The Association (through the DRB) shall exercise ultimate architectural control/development review functions reserved in Section 13.8. Further, the DRB shall carry out the functions provided for in Article 13 hereof, notwithstanding the fact that a Neighborhood Association does likewise within its jurisdiction; provided, however, that in such case (.1) any submission to the DRB shall be accompanied by the approval of the subject matter thereof by the applicable Neighborhood Association (so that the DRB shall not consider any submission prior to its approval by any applicable Neighborhood Association which has a right of such approval), (.2) the review period of such a submission shall be shortened to twenty (20) days and (.3) a disapproval of the DRB shall supersede and control over an approval of a Neighborhood Association. The Association (through the DRB) shall also have such development review rights and powers as are assigned to it by Declarant in connection with applicable deed restrictions,

contracts or other instruments, which rights and powers shall be exclusive unless otherwise provided in the applicable assignment.

The Association and each Neighborhood Association shall have the power to enforce their own respective use, occupancy and other restrictions, provided that in the event of conflict, the more stringent restrictions shall control and provided further that if a Neighborhood Association fails to enforce its respective restrictions, the Association shall have the absolute right to do so and to allocate the cost thereof to the applicable Neighborhood Association.

14.4 Collection of Assessments. The Association shall have the right but not the obligation to act as collection agent for the Association and any Neighborhood Association as to the Assessments and all assessments payable to each by the members thereof. If so, the Association will remit the assessments so collected to the respective payees pursuant to such procedures as may be adopted by the Board of Directors of the Association.

In the event that the Assessments and assessments payable to the Association and a Neighborhood Association are received in a lump sum and such sum is less than sufficient to pay all entities, the amount collected shall be applied first to the Assessments, and then to assessments of the Neighborhood Association (each entity to be paid in full before the next-listed one is paid). All Charges, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the respective entity imposing same separate and apart from the priorities established above.

Each Neighborhood Association shall notify the Association, by written notice at least thirty (30) days in advance, of any changes in the amounts of the assessments due it or the frequency at which they are to be collected. Further, each Neighborhood Association shall provide to the Association a roster of their members and shall update same as often as necessary. The aforesaid notice period shall also apply to special assessments payable to a Neighborhood Association. Notice may be as short as fifteen (15) days before the next-due regular installment in the case of Charges, fines and similar impositions on fewer than all members of the Neighborhood Association.

The Association shall have the power, but shall not be required, to record liens or take any other actions with regard to delinquencies in Assessments and assessments payable to the Association or a Neighborhood Association, but all costs and expenses of exercising such rights shall nevertheless be paid by the Association or Neighborhood Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered).

The Association may change from time to time by sixty (60) days prior written notice to the Neighborhood Associations, the procedures set forth in this Section in whole or in part. Such change may include, without limitation, the delegation by the Association of all or some of the collection or enforcement functions provided for herein to a Neighborhood Association(s) (to which delegation the Neighborhood Association(s) and their members shall be deemed to have agreed).

All fidelity bonds and insurance maintained by the Association shall reflect any duties performed by it on behalf of the Association and any Neighborhood Association(s) and the amounts received and disbursed by it pursuant to such delegation. Such fidelity bonds and insurance shall name the Association and all applicable Neighborhood Association(s) as obligees/insured parties for so long as their Assessments or assessments are being collected and remitted by the Association.

In the event of any change in Assessments or assessment collection procedures made by the Association, the relative priorities of Assessments or assessment remittances and liens (i.e., the Association first and then the Neighborhood Association) shall nevertheless still remain in effect, as shall the ability of the Association to modify or revoke its election from time to time.

14.5 Delegation of Other Duties. The Association shall have the right to delegate to a Neighborhood Association(s) on an exclusive or non-exclusive basis, such additional duties not specifically described in this Article as the Association shall deem appropriate. Such delegation shall be made by written notice to the Neighborhood Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Association at any time.

14.6 Acceptance of Delegated Duties. Whenever the Association delegates any duty to a Neighborhood Association pursuant to Sections 14.3, 14.4 or 14.5 hereunder, the Neighborhood Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Neighborhood Association's performance, non-performance or negligent performance thereof.

14.7 Management Agent. The Association or Neighborhood Association(s) may delegate any duties granted, assigned or delegated to it pursuant to the Declaration to a Management Company.

14.8 Expense Allocations. The Association may, by written notice given to the affected Neighborhood Association at least thirty (30) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to the Neighborhood Association a share of the expenses incurred by the Association which are reasonably allocable to the Neighborhood Association or such property (Lots, Units, common areas/ elements) under its jurisdiction, whereupon such expenses shall thereafter be deemed common expenses of the members of the Neighborhood Association, payable by assessments upon the Lots within the jurisdiction of such Neighborhood Association. By way of example only, the Association could so allocate the share of the expenses of street cleaning and other facilities for the Property attributable to a Neighborhood Association (or the property within its jurisdiction) (based, for instance, on the number of Lots or linear feet of roadways adjacent to the applicable property) whereupon such allocated share would become a common expense of the members of a Neighborhood Association and a sum payable by the Neighborhood Association.

In the event a Neighborhood Association fails to budget or assess its members for, or to pay, expenses allocated to it by the Association, the Association shall be entitled to pursue all available remedies afforded same under the Declaration and the declaration for the Neighborhood Association, withhold such assessments from amounts collected on behalf of the Neighborhood Association (a lien on such amounts is hereby granted to the Association for such purpose), or specially assess all Lots subject to the Neighborhood Association for the sums due. The exercise of one of the foregoing remedies shall not be deemed a waiver of the right to exercise any other.

14.9 Certain Reserved Functions of the Association. Notwithstanding anything to the contrary in the Declaration or in the declaration or similar instrument for any Neighborhood Association, the following powers, rights and duties (and all remedies necessary or convenient to exercise or enforce same) are hereby reserved to the Association (or its DRB), as appropriate (unless subsequently waived or delegated in a written instrument expressly intended to have such effect):

14.9.1 all restrictions, requirements, duties and procedures set forth in Articles 10 and 13 of the Declaration as same apply to Neighborhood Associations and their common areas/elements and activities within the Property;

14.9.2 the provisions of Sections 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, 10.16, 10.17, 10.18, 10.19, 10.20, 10.21, 10.22, 10.23, 10.24, 10.25, 10.26 and 10.27 as to Owners and their Lots, Units and activities within the Property (particularly, but without limitation, as to activities within the Common Areas); and

14.9.3 any and all provisions of the Declaration as to Owners and their Lots, Units and activities to the extent that a Neighborhood Association is initially responsible therefor but has failed to perform such responsibility.

As used in this Section, the term "Owner" shall include any Owner, Occupant, or family member, guest, tenant, agent, invitee, licensee, contractor or subcontractor of an Owner or Occupant. Any action taken by the Association or the DRB pursuant to this Section shall not alter, waive or impair the Association's or DRB's right to compel a Neighborhood Association to take any action required of it in the same or different instances. Further, in the event that a Neighborhood Association fails to take any action required of it hereunder, under its own declaration or pursuant to a delegation made pursuant to this Article, the Association shall have the additional, non-exclusive remedy of imposing a reasonable fine on such Neighborhood Association if such failure continues for more than fifteen (15) days after notice is given by the Association.

14.9.4 Each Neighborhood Association for a condominium shall be liable and responsible to the Association for its and its constituents' compliance

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with the covenants, restrictions and requirements of the Governing Documents. Accordingly, while the Association shall have the right (exercisable at its sole option) to proceed against such a constituent for a violation of the Declaration, it shall have a direct right to do so against the Neighborhood Association (even if the violation is not caused by such Neighborhood Association or all of its constituents).

14.10 Non-Performance of Neighborhood Association. In addition to the specific rights provided in this Article 14, in the event that a Neighborhood Association fails to perform any duties delegated to, or required of, it under the Declaration or to otherwise be performed by it pursuant to its own declaration, articles of incorporation, by-laws or related documents, which failure continues for a period in excess of fifteen (15) days after the Association's giving written notice thereof, then the Association may and shall have the right, but shall not be required, to assume such duties. In such an event, the Neighborhood Association shall not perform such duties unless and until such time as the Association directs it to once again do so.

15. ADDITIONAL RIGHTS OF THE DECLARANT

15.1 General. Notwithstanding any other provision in the Declaration to the contrary, the Declarant and each affiliate of the Declarant shall have, in addition to its other rights, the rights described below in paragraphs 15.1.1 through 15.1.8:

15.1.1 Effectuation of General Plan of Development. The right to modify the Master Plan, execute all documents and take all actions affecting any portion of the Property owned or controlled by it which, in its sole discretion, are desirable or necessary to effectuate or facilitate the development of the Community.

15.1.2 Platting. The right to plat, re-plat, subdivide and re-subdivide any portion or portions of the Property owned or controlled by it.

15.1.3 Development Planning. The right to determine, in its sole discretion, the type of Improvements, if any, to be constructed on any portion of the Property owned or controlled by it and the Common Areas and the right to revise its plans concerning such Improvements.

15.1.4 Construction. The right to construct and maintain, on any portion of the Property owned or controlled by it or the Common Areas, any Improvements it considers desirable; the right to construct walks, drives, ramps and parking facilities flush against and as a continuance of similar Improvements located on portions of the Property not owned or controlled by it even if doing so entails an encroachment upon the latter property; and the right to construct and maintain temporary sales offices, temporary construction offices, storage facilities and general business offices. The rights shall include but not be limited to a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Areas during whatever period of time the Declarant, Declarant's Permittees or a Participating Builder is engaged in any construction or improvement work on or

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within the Community as well as an easement for the parking and storage of materials, vehicles, tools, equipment and the like which are being utilized in such work).

15.1.5 Marketing. The right to sell, lease, resell, market, promote, operate, and manage existing and planned Units (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain marketing, sales and leasing offices and models and to be open for business seven (7) days per week on any portion of the Property owned or controlled by it and the Common Areas, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Areas), and to place signs, lighting, flags, banners and other promotional devices on any portion or portions of the Property owned or controlled by it or the Common Areas without regard to the size or aesthetic appeal of such signs or devices.

15.1.6 Alteration of Common Areas. The right, without the vote or consent of the Association or Owners, to expand, alter or add to all or any part of the Common Areas or any Improvements thereon.

15.1.7 Assignment. Without limiting the generality of Section 2.70 hereof, the right to assign the foregoing rights, in whole or in part, to any one or more Declarants or Declarant's assignees.

15.1.8 Use of Common Areas. Anything to the contrary in the Declaration notwithstanding, as long as the Declarant or any of its affiliates owns any property in the Community, the Declarant and the Declarant's Permittees shall have the right to non-exclusive use of the Common Areas, without charge, for sales, promotions, special events, signage, display, access, ingress, egress, construction and exhibit purposes during the period of construction, development and sale of any of the land or Units owned by Declarant and its affiliates within the Community. Further, the Declarant shall have the right to permit persons other than Owners, their Occupants to use certain portions of the Common Areas under such terms as Declarant, its successors and assigns, may from time to time desire without interference from the Association. Without limiting the generality of the foregoing, the Declarant may grant employees of the Declarant and their families the right to use all Common Areas.

15.2 Declarant's Use. The Declarant, its successors and assigns, shall be permitted to use Units which the Declarant owns, leases or manages for any activities relating to the marketing, selling, purchasing, reselling, renting or promoting those Units as well as for models, sales offices or offices for management or services, construction or any other lawful purpose, or for overnight accommodations by its designees.

15.3 Easement. There is hereby created and reserved a blanket easement for the Declarant and each affiliate of the Declarant to enable each of them and (to the

extent authorized in writing by Declarant) the Declarant's Permittees or Participating Builders to exercise the rights set forth in the Governing Documents free of any interference by the Association, by any Neighborhood Association or by any Owner.

15.4 Injunctive Relief for Interference. The Declarant and each affiliate or assignee of the Declarant shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Article, in addition to whatever remedies at law it or they might be entitled to.

16. ADDITIONAL RIGHTS OF ELIGIBLE MORTGAGEES.

16.1 Books and Records. Any Eligible Mortgagee shall have the right, during normal business hours, to examine copies of the Governing Documents, and the books and records of the Association.

16.2 Notice to Eligible Mortgagees. Eligible Mortgagees shall be entitled to timely written notice of:

16.2.1 A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

16.2.2 Association's meetings and attend such meetings;

16.2.3 Any alleged default by any Owner whose Lot is subject to a First Mortgage it holds or has insured or guaranteed, if the default is not cured within sixty (60) days after notice of the default to the Owner;

16.2.4 Receive notice of any condemnation or casualty loss which affects a major portion of the Common Areas;

16.2.5 Receive a copy of, within reasonable time after it requests it, financial statement of the Association for the immediately preceding fiscal year; and

16.2.6 Any proposed action by the Association which would require hereunder the consent or approval of a specified percentage of Eligible Mortgagees.

16.3 Approval of Eligible Mortgagees. After the expiration of the Declarant Control Period, unless at least a majority of the Eligible Mortgagees based on the original principal amount of their First Mortgages encumbering Units have given their prior written approval, the Association shall not:

16.3.1 By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements or relocation of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this subsection.

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16.3.2 Change the method of determining the Assessments or other Charges which may be levied against a Unit;

16.3.3 Fail to maintain casualty insurance on insurable improvements on the Common Areas on a current replacement cost basis in an amount not less than one hundred (100%) percent of the full insurable replacement value; or

16.3.4 Use the proceeds of any casualty insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged Improvements.

16.4 Payment of Taxes and Insurance Premiums. Eligible Mortgagees, jointly or singularly, may pay taxes or other charges which are in default and which have or may become a charge or lien against the Common Areas and may pay delinquent premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy covering Common Areas. The Eligible Mortgagees making such payments shall be owed immediate reimbursement therefor by the Association.

17. **AMENDMENTS TO DECLARATION**. The Declaration, Articles and Bylaws shall be amended as follows:

17.1 By the Declarant. During the Declarant Control Period, the Declaration, Articles and Bylaws may be amended by the Declarant alone without the consent or joinder of any other Owner or the Association; provided, however, the Association shall, forthwith upon request of the Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Declarant shall, from time to time, request. Nothing in the Governing Documents shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee during or after the Declarant Control Period.

17.2 By the Association. After the Declarant Control Period, the Declaration, the Articles and Bylaws may be amended, changed or added to at any time and from time to time by the affirmative vote or written consent of the Class A Members (through their respective Voting Members) having not less than two-thirds of the Voting Interests of Class A Members.

17.3 Scrivener's Errors. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Declarant alone so long as the Declarant owns any portion of the Community, and thereafter by the Board and without the need for approval of the Owners.

17.4 Limitations on Amendments Affecting Declarant Rights. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

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17.5 Amendments Required by Secondary Mortgage Market. Notwithstanding anything herein to the contrary, the Declarant shall have an absolute right to make any amendments to the Declaration (without any other party's consent or joinder including without limitation the Association or any Owners), Articles and Bylaws that are requested or required by the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), U.S. Department of Housing and Urban Development ("HUD") and U.S. Department of Veterans Affairs ("VA"), the Government National Mortgage Association, or any other governmental, quasi-governmental or government-chartered entity which owns or expects to own one or more Mortgages on Lots or portions of the Property or insures or guarantees or expects to insure or guarantee the payment of one or more such Mortgages or that are requested or required by any institutional First Mortgagee to enhance the salability of its Mortgages on Lots or portions of the Property to one or more of the foregoing.

17.6 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect the priority of a Mortgagee's lien or a Mortgagee's rights to foreclose its lien or make any materially adverse change in the provisions of the Declaration requiring property and liability insurance for the Common Areas unless a majority of the Eligible Mortgagees whose Mortgages encumber Units (based on the original principal amount of their First Mortgages) shall join in the amendment. Except as specifically provided herein, the consent and/or joinder of any Mortgagee shall not be required for the adoption of any amendment to the Declaration and, whenever the consent or joinder of a Mortgagee is required, such consent or joinder shall not be unreasonably withheld or delayed.

Whenever the consent or approval of an Eligible Mortgagee or other Mortgagee is required by the Governing Documents or any applicable statute or law to any action of the Association or to any other matter relating to the Property, the Association, the Board, or the Governing Documents, the Association shall request such consent or approval of such Eligible Mortgagee or other Mortgagee by written request sent by certified mail, return receipt requested. Any Eligible Mortgagee or other Mortgagee receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested in writing within sixty (60) days after the Eligible Mortgagee or other Mortgagee receives such request. The response of the Eligible Mortgagee or other Mortgagee must be sent by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association) and the response must be received by the Association. If such response is not timely received by the Association, the Eligible Mortgagee or other Mortgagee shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by the President, Vice President or a majority of the Directors of the Association, which affidavit, where necessary, may be recorded in the Public Records. Such affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained.

17.7 Effective Date. Any amendment, other than an amendment made by the Declarant alone pursuant to the Declaration, shall be evidenced by a certificate of

the Association, executed either by the President or Vice President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the executed of a deed. Amendments to the Governing Documents are valid from the later of the time of recording in the Public Records or such later date specified in the amendment. Within thirty (30) days after recording an amendment to the Governing Documents, the Association shall provide copies of the amendment to the Owners. However, if a copy of the proposed amendment is provided to the Owners before they voted on the amendment and the proposed amendment did not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Owners that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge to the Owners upon written request to the association. The copies and notice described in this paragraph may be provided electronically to those Owners who previously consented to receive notice electronically.

17.8 Drainage System. Any amendment to the Declaration that would alter the Drainage System or any water management areas of the Common Areas must have the prior approval of the SFWMD. Any such proposed amendments must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification to the SFWMD Permit. Any such proposed amendments must be submitted to SFWMD for a determination of whether the amendment necessitates a modification to the SFWMD Permit for the Drainage System. An amendment affecting the Drainage System may not be finalized until any necessary permit modification is approved by SFWMD or SFWMD notifies the Association that a modification is not necessary.

18. **EFFECT AND DURATION OF COVENANTS**

The Declaration shall run with, bind, benefit and burden all of the Property, and shall run with, bind, and be enforceable by and against the Declarant, the Association, Neighborhood Association, every Owner, and the respective legal representatives, heirs, successors and assigns of each, for a term of thirty (30) years from the date the Initial Declaration is recorded. After that time they shall be automatically extended for successive periods of ten (10) years each unless an instrument has been recorded in which seventy percent (70%) of the then Owners and majority of the Eligible Mortgagees (determined on the basis of the number of Lots encumbered) agree by signing it to revoke the Declaration in whole or in part.

19. **SECURITY**.

NEITHER DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PROPERTY OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. NEITHER THE ASSOCIATION, NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES TAKEN, IF ANY. ALL OWNERS, TENANTS, GUESTS AND OCCUPANTS OF ANY UNIT AND ANY INVITEES OF ANY OF THE FOREGOING, AS APPLICABLE,

ACKNOWLEDGE THAT ANY FIRE PROTECTION SYSTEM, ALARM SYSTEM, OR OTHER SECURITY SYSTEM, IF ANY, MAY BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION, ALARM SYSTEMS OR OTHER SECURITY SYSTEMS MAY NOT PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, ROBBERY, HOLD-UP OR OTHERWISE, THAT FIRE PROTECTION OR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS MAY NOT IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER, TENANT, GUEST OR OCCUPANT OF ANY UNIT AND ANY INVITEE OF ANY OF THE FOREGOING, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, OR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST OR OCCUPANT OF ANY UNIT AND ANY INVITEE OF ANY OF THE FOREGOING, AS APPLICABLE, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES AND DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR OCCUPANT OF ANY UNIT AND ANY INVITEE OF ANY OF THE FOREGOING, AS APPLICABLE, RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

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20. **GENERAL PROVISIONS**

20.1 Exculpation. No personal liability is assumed by nor shall at any time be asserted or enforceable against the Declarant on account of any representation, covenant, undertaking or agreement of the Declarant contained in the Declaration either expressed or implied. All such personal liability, if any, is expressly waived and released by the Association, the Owners and by all persons claiming by, through or under the Owners.

20.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. It shall be the duty of each Owner to keep the Association advised of his or her name and addresses and any changes therein.

20.3 Enforcement. Enforcement of the Governing Documents shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant in the Governing Documents, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants. The Association, the Declarant, the DRB, any Neighborhood Association or any Owner shall have the power to enforce the Governing Documents and to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Governing Documents and to enforce, by mandatory injunctions or otherwise, all of the provisions of the Governing Documents. Failure of the Association, the Declarant, the DRB, any Neighborhood Association or any Owner to enforce any covenant shall in no event be deemed a waiver of the right to do so thereafter.

The Declaration does not impose upon the Board a duty to initiate, defend, settle or intervene in mediation, arbitration, judicial or administrative proceedings on behalf of the Association in matters pertaining to the application or enforcement of the Governing Documents. The Association shall, however, have the duty to consider how failure to initiate proceedings may impact future enforcement actions in light of defenses to enforcement that arise unless enforcement is consistent and uniform.

The Association shall have the power (but not necessarily the duty) to initiate, defend, settle or intervene in mediation, arbitration, judicial or administrative proceedings on behalf of the Association in matters pertaining to (.1) the application or enforcement of the Governing Documents, (.2) damage to the Common Areas, and (.3) Association contracts, (4) other matters permitted by law, and (.5) damage to any portion of the Property which arise out of, or is integrally related to, damage to the Common Areas, provided that any recovery by the Association with respect to any damage to or defect in the Common Areas shall be utilized for the purpose of correcting such Common Areas damage or defect. The Board shall have the authority to perform any act reasonably necessary to resolve any civil action or other dispute through alternative dispute resolution ("ADR") proceedings such as mediation, binding arbitration and nonbinding arbitration proceedings.

20.4 Severability. Invalidation of any part, clause or word of the Governing Documents, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

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

20.6 Conflict. The Declaration shall take precedence over conflicting provisions in the Articles and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

20.7 Effective Date. The Declaration shall become effective upon its recordation in the Public Records of the County.

20.8 Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever the Governing Documents shall require the consent, approval or other action by the Declarant or its affiliates, Association or Design Review Board, such consent, approval or action may be withheld held in the sole and unfettered discretion of the party requested to give such consent or approval or take such action. All matters required to be completed or substantially completed by the Declarant or its affiliates, Association or DRB shall be deemed so completed or substantially completed when such matters have been completed or substantially

completed in the reasonable opinion of the Declarant, Association or DRB, as appropriate. As to matters relating to the Common Areas or the Association, the Governing Documents shall be interpreted by the Board of Directors and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

20.9 Easements. If any easement provided for in the Declaration fails because at the time of creation there may be no grantee having the capacity to take and hold such easement, then any such grant of easement shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original parties to whom the easements were originally to have been granted the benefit of such easement. The Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein.

20.10 CPI. Whenever a specific dollar amount is recited in Governing Documents, unless limited by law or by the specific text hereof or unless held to be unconscionable, such amounts shall be increased from time to time by application of a nationally recognized consumer price index using the date of recordation of the Initial Declaration as the base year. The index used shall be that published by the United States Department of Labor, Bureau of Labor Statistics, designated as "Consumer Price Index, all urban consumers, United States, 1982-84 = 100, all items". If the Bureau of Labor Statistics shall change the method for determining the consumer price index or in the event the Bureau of Labor Statistics shall cease to publish said statistical information and it is not available from any other source, public or private, then the Board shall choose a reasonable alternative to compute such increases.

20.11 Waiver of Jury Trial. No Owner, Declarant, Declarant's Permittee, Participating Builder, Occupant or any other person bound by the Declaration nor any successor, heir or personal representative of such party, or any such other person or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of the Governing Documents. No Owner, Declarant, Declarant's Permittee, Participating Builder, Occupant or any other person bound by the Declaration will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial cannot or has not been waived.

20.12 Attorneys' Fees; Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of the Governing Documents, including without limitation, because of any Assessments, Charges, fines, or any alleged dispute, breach, default or misrepresentation in connection with any provisions of the Governing Documents, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

20.13 CONSTRUCTION AND OTHER ACTIVITIES. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT DECLARANT OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT AND THE OTHER AFORESAID PARTIES WILL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE COMMUNITY.

20.14 COVENANTS RUNNING WITH THE LAND. IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THE COVENANTS IN THE GOVERNING DOCUMENTS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF SECTION 20.4 HEREOF, IF ANY PROVISION OR APPLICATION OF THE COVENANTS IN THE GOVERNING DOCUMENTS WOULD PREVENT THE COVENANTS FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THE COVENANTS IN THE GOVERNING DOCUMENTS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THE OTHER COVENANTS IN THE GOVERNING DOCUMENTS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

20.15 Limitation on Association. Anything in the Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Association as same pertains to any condominium located within the Property which would cause the Association to be subject to Chapter 718, Florida Statutes, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined to subject the Association to said Chapter 718. It is the intent of this provision that the Association not be deemed to be a condominium association, nor the Common Areas be deemed to be common elements of any condominium, within the meaning of applicable laws or administrative rules for any purpose.

20.16 Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, THE ASSOCIATION, NOR ANY NEIGHBORHOOD ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY OR CONTRACTED FOR WITH AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NO PERSON SHALL BE PERMITTED TO DISTURB OR HARM ANY WILDLIFE RESIDING WITHIN THE COMMUNITY.

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

IN WITNESS WHEREOF, the Declarant has executed and delivered the Declaration as of the date first above written.

Witnessed by:

Name: MARGARET A SISK

Name: LEDIA METAJ

WCI COMMUNITIES, LLC, a Delaware limited liability company

By:
Name: PAUL GILBERT
Title: SVP



STATE OF FLORIDA)
) ss:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 5th day of June, 2015 by Paul Erhardt, as SVP of **WCI COMMUNITIES, LLC,** a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Ledia Metaj
Name: LEDIA METAJ

Notary Public, State of Florida
Commission No. # FF051798

My Commission Expires:

LEDIA METAJ
MY COMMISSION # FF 051798
EXPIRES: November 3, 2017
Bonded Thru Notary Public Underwriters

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JOINDER

LAMORADA AT NAPLES MASTER ASSOCIATION, INC., a Florida not for profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, LAMORADA AT NAPLES MASTER ASSOCIATION, INC., has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of June, 2015.

Witnessed by:

LAMORADA AT NAPLES MASTER ASSOCIATION, INC., a Florida not for profit corporation

Margaret A. Sisk
Name: MARGARET A. SISK

By: _____
Name: SHAUN GILLIS
Title: PRESIDENT

Ledia Metaj
Name: LEDIA METAJ

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STATE OF FLORIDA)
) ss:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 5th day of June, 2015 by Shaun Gillis, as President of **LAMORADA AT NAPLES MASTER ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Ledia Metaj
Name: LEDIA METAJ

Notary Public, State of Florida
Commission No. # FF051798

My Commission Expires:

LEDIA METAJ
MY COMMISSION # FF 051798
EXPIRES: November 3, 2017
Bonded Thru Notary Public Underwriters

LIST OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Articles of Incorporation of Association
Exhibit "C"	Bylaws of Association
Exhibit "D"	Legal Description of portion of Property declared to be General Common Areas
Exhibit "E"	Legal Description of the Community
Exhibit "F"	Legal Description of portion of Property declared to be a Neighborhood
Exhibit "G"	Legal Description of portion of Property declared to be Limited Common Areas
Exhibit "H"	Copy of SFWMD Permit
Exhibit "I"	List of Calusa Pines Agreements

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Exhibit "A"

Legal Description of the Property

LOTS:

Lots in Grand Villas Neighborhood:

Lots 129 - 223 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida.

Lots in Classics Neighborhood:

Lots 1 – 10, Lots 17 – 25 and Lots 75 -128 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida.

Lots in Estates Neighborhood:

Lots 11 – 16 and Lots 26 - 74 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida,

Lots in Carriage Homes At La Morada Condominium Neighborhood:

Condominium Unit Nos. 1-101, 1-102, 1-201, 1-202, 2-101, 2-102, 2-201, 2-202, 3-101, 3-102, 3-201, 3-202, 15-101, 15-102, 15-201 and 15-202, of CARRIAGE HOMES AT LA MORADA, a Condominium, according to the Declaration of Condominium thereof, recorded under Instrument No. _____ in Official Records Book _____, at Page _____, of the Public Records of Collier County, Florida, together with an undivided interest in the common elements appurtenant thereto

COMMON AREAS:

Tract RD-1 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for use as a private road right-of-way with responsibility for maintenance.

That portion of Tract FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida more particularly described on Exhibit D-1 attached hereto (Frangipani Circle) for use as a private road right-of-way with responsibility for maintenance.

That portion of Tract FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida more particularly described on Exhibit D-2 attached hereto for use as a General Common Area.

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That real property more particularly described on Exhibit D-3 attached hereto for use as the Amenities Center.

All drainage easements (DE) within Tracts RD-1, FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for stormwater management purposes with responsibility for maintenance.

All landscape buffer easements (LBE) within Tracts FD-1, FD-2, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida with responsibility for maintenance.

All lake maintenance easements (LME) within Tracts FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida with responsibility for maintenance.

All access easements (AE) within Tracts FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for access purposes with responsibility for maintenance.

All irrigation easements (IE) within Tract RD-1 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for irrigation purposes with responsibility for maintenance.

All maintenance easements (ME) within Tracts FD-1 and FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida with responsibility for maintenance.

Tracts C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for the purposes of drainage, landscaping, signage, water management, walls, subject to the easements thereon, with responsibility for maintenance.

Tracts LK-1, LK-2, LK-3, LK-4, LK-5, LK-6 and LK-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida, for use as Lakes for stormwater management purposes with responsibility for maintenance.

Tracts P-1 and P-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for use as preserve areas subject to the Conservation Easement.

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State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAMORADA AT NAPLES MASTER ASSOCIATION, INC., a Florida corporation, filed on May 19, 2015, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H15000121073. 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 N15000004998.

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Authentication Code: 415A00010585-052015-N15000004998-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twentieth day of May, 2015

Ken Detzner
Secretary of State

EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
LAMORADA AT NAPLES MASTER ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

The undersigned incorporator, for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME AND MAILING ADDRESS

The name of the corporation shall be LAMORADA AT NAPLES MASTER ASSOCIATION, INC., whose mailing address is LaMorada at Naples Master Association, Inc., c/o WCI Communities, LLC, 24301 Walden Center Drive, Bonita Springs, FL 34134, or such other address as may be subsequently designated by the Board of Directors. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws". The other terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for Lamorada ("LaMorada Declaration"), to be recorded in the Public Records of Collier County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

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ARTICLE 2
PURPOSE OF ASSOCIATION

2.1 The purpose for which this Association is organized is to own, operate, manage, maintain, repair, replace, insure, protect and improve the common areas of LaMorada, as described in and in accordance with the respective LaMorada Governing Documents and all other lawful purposes.

2.2 The Association shall also operate, manage, maintain, repair, replace, insure, protect and improve the Drainage System in a manner consistent with the South Florida Water Management District ("District") Permit No. 11-01839-P requirements and applicable District rules and shall assist in the enforcement of the LaMorada Governing Documents which relate to the Drainage System.

ARTICLE 3
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

3.1 Powers. The Association shall have all of the common law and statutory powers of a Florida not for profit corporation, which are not in conflict with the terms of the Governing Documents or the Act. The Association shall also have all of the powers granted or to be granted to the Association in the Governing Documents.

3.2 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the LaMorada Declaration, these Articles and the Bylaws.

3.3 Distribution of Income. The Association shall not pay dividends to its Members and shall make no distribution of income to its Members, Directors or officers, unless otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes) or the LaMorada Declaration.

3.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the LaMorada Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the LaMorada Declaration, these Articles and the Bylaws.

ARTICLE 4
MEMBERS

4.1 Membership. Every Owner of a Lot which is subject to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

4.2 Voting. The voting interests for each Lot are set forth in the LaMorada Declaration and the Bylaws. All votes shall be exercised or cast in the manner provided by the LaMorada Declaration and the Bylaws. Any person or entity owning more than one Lot shall be entitled to cast the aggregate number of votes attributable to all Lots owned.

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ARTICLE 5
TERM

The Association shall have perpetual existence.

ARTICLE 6
INCORPORATOR

The name and address of the incorporator of these Articles are as follows: Nicole Marginian Swartz at 24301 Walden Center Drive, Bonita Springs, FL 34134.

ARTICLE 7
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association in the manner provided in the Bylaws and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of officers from office, for filling vacancies and for the duties and qualifications of the officers.

ARTICLE 8
INITIAL OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Shaun D. Gillis
Vice President	David Caldwell
Secretary/Treasurer	Michele Harrison

ARTICLE 9
BOARD OF DIRECTORS

9.1 Board. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors.

9.2 Duties and Powers. All of the duties and powers of the Association existing at law or under the Act, the LaMorada Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Members when such approval is specifically required.

9.3 Term of Declarant's Directors. The Declarant of LaMorada shall appoint the members of the initial Board of Directors and their replacements who shall hold office for the periods described in the Bylaws. The names and addresses of the persons designated to serve as the initial Board are as follows:

NAME	ADDRESS
David Caldwell	c/o WCI Communities, LLC., 24301 Walden Center Drive, Bonita Springs, FL 34134
Shaun D. Gillis	c/o WCI Communities, LLC., 24301 Walden Center Drive, Bonita Springs, FL 34134
Michele Harrison	c/o WCI Communities, LLC., 24301 Walden Center Drive, Bonita Springs, FL 34134

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9.4 Election; Removal. Directors of the Association shall be elected in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.5 Standards. A Director shall discharge his or her duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by (a) one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the

matters presented, (b) legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence, or (c) a committee if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he or she performed the duties of the office in compliance with the foregoing standards.

ARTICLE 10
BYLAWS

The initial Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE 11
INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he or she is or was a Director or officer of the Association and his or her heirs, personal representatives and administrators (each, an "Indemnitee"), against all loss, damage, claims, liability, cost and expense reasonably incurred by the Indemnitee, including reasonable attorneys fees at the trial and appellate levels, except as to matters wherein the Indemnitee shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

11.2 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provision of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

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ARTICLE 12
AMENDMENTS

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

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in the Bylaws. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Pre-Declaration Amendments. Prior to the recording of the LaMorada Declaration in the Public Records of the County, these Articles may be amended by an instrument approved by the Board and signed by the President or Vice President and the Secretary and filed in the Office of the Secretary of State of the State of Florida.

12.3 Post-Declaration Amendments. After the recording of the LaMorada Declaration in the Public Records of the County, these Articles may be amended as provided in the LaMorada Declaration.

12.4 Limitation. No amendment to these Articles shall be permitted which changes the rights, privileges and obligations of the Declarant or any Affiliate of the Declarant, without the prior written consent of the Declarant. No amendment to this Section 12.4 shall be effective.

12.5 Filing and Recording Requirements. The instrument amending these Articles shall identify the particular Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board or Voting Members, as applicable. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida and recorded in the Public Records as an amendment to the Governing Documents. If the amendment occurs prior to the recording of the Governing Documents, a certified copy of each such amendment together with a certified copy of these Articles shall be attached as an exhibit to the LaMorada Declaration to be recorded.

ARTICLE 13
DISSOLUTION

The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of the Voting Members having not less than two-thirds (2/3) of the total Voting Interests, and (c) so long as Declarant or any of Declarant's affiliates owns any property subject to the LaMorada Declaration or which may be unilaterally subjected to the LaMorada Declaration, the consent of the Declarant, for so long as Declarant owns any portion of LaMorada.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Drainage System shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and such entity shall be approved by the District prior to any termination, dissolution or liquidation of the Association.

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ARTICLE 14
REGISTERED OFFICE AND REGISTERED AGENT

The initial registered agent of the Association shall be Vivien Hastings, and the street address of the initial registered office of the Association is LaMorada at Naples Master Association, Inc., c/o WCI Communities, LLC, 24301 Walden Center Drive, Bonita Springs, FL 34134.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his/her signature, this 19th day of May, 2015.

Nicole Marginian Swartz, Incorporator

REGISTERED AGENT CERTIFICATE

Having been named to accept service of process and serve as registered agent for LaMorada at Naples Master Association, Inc., at the place designated in this Certificate, the undersigned hereby accepts the designation of Registered Agent of the Association, Inc. and

acknowledges that she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

Vivien Hastings, Registered Agent



EXHIBIT "C"

BYLAWS

OF

LAMORADA AT NAPLES MASTER ASSOCIATION, INC.
A corporation not for profit organized under the laws of the State of Florida

1. GENERAL

1.1 Identity. These are the Bylaws of LAMORADA AT NAPLES MASTER ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), organized for the purposes set forth in its Articles of Incorporation. Unless or until changed, the principal office of the Association shall be located in Collier County or Lee County, Florida.

1.2 Seal. The seal of the Association shall bear the name of the corporation.

1.3 Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for LaMorada (the "Declaration"), [recorded in ORB _____, Page _____ of] [to be recorded in] the Public Records of Collier County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. The term "Governing Documents" means the Declaration, any Supplemental Declaration, the Articles, Bylaws, and the rules and regulations of the Association and all exhibits to any of the foregoing, all as they may be amended from time to time.

1.4 Qualification for Membership. All Owners of record of a Lot shall be Members of the Association. Accordingly, membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot. Transfer of ownership of a Lot, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of the Association.

1.5 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined, is subject to change from time to time as the Board of Directors shall determine. In the absence of a specific determination, the fiscal year shall be the calendar year.

2. VOTING RIGHTS, MAJORITY, QUORUM, PROXIES

2.1 Voting Rights. The Association shall have two (2) classes of Members and weighted voting, as provided in the Declaration and Articles.

2.2 Voting Groups. In order to guarantee representation on the Board of Directors for various groups having dissimilar interests or to avoid a situation in which the Voting Members representing similar Neighborhoods are able, due to the number of Lots in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others, the Declarant shall establish voting groups ("Voting Groups") for election of directors to the Board and for approval of certain actions by the Association. Voting Groups shall be established by Declarant with the election at the expiration or earlier

termination of the Declarant Control Period at which the Declarant transfers of control of the Association to the Members other than the Declarant. At such time, Members of the Association shall be divided into Voting Groups with all of the Owners in one or more designated Neighborhoods constituting a separate Voting Group. Not only shall the Owners in each Neighborhood be Members of the Association but also members of the Voting Group composed of all Owners owning a Lot within their particular Neighborhood ("Voting Group Members").

2.3 Majority Vote.

2.3.1 The acts approved by a "majority of the Voting Interests" (as hereinafter defined) shall be binding upon all Members for all purposes, except where otherwise provided by law or the Governing Documents. As used in the Governing Documents, the terms "majority of the Owners" and "majority of the Voting Interests" shall mean a majority of the votes entitled to be cast by the Voting Members present in person or by proxy at any duly called meeting of the Members at which a quorum shall have been attained and shall not mean a majority of the Voting Members themselves, or the Owners, or the number of Lots or the total membership. Similarly, if some greater percentage of votes of the Voting Interests is required in any Governing Document, it shall mean such greater percentage of the votes of Voting Members and not of the Voting Members themselves, the Owners, the Lots or the total membership.

2.3.2 The acts approved by a "majority of the Voting Interests of a Voting Group" (as hereinafter defined) shall be binding upon all Members of the Voting Group for all purposes, except where otherwise provided by law or the Governing Documents. As used in the Governing Documents, the terms "majority of the Voting Group" and "majority of the Voting Interests of a Voting Group" shall mean a majority of the votes entitled to be cast by the Voting Members in a Voting Group present in person or by proxy at any duly called meeting of the Voting Group at which a quorum shall have been attained and shall not mean a majority of the Voting Members in the Voting Group themselves, or the Owners in the Voting Group, or the number of Lots in the Neighborhood(s) forming such Voting Group or the total membership in the Voting Group. Similarly, if some greater percentage of votes of the Voting Interests of a Voting Group is required in any Governing Document, it shall mean such greater percentage of the votes of the Voting Members in the Voting Group themselves, or the Owners in the Voting Group, or the number of Lots in the Neighborhood(s) forming such Voting Group or the total membership in the Voting Group.

2.4 Quorum.

2.4.1 Except as otherwise provided in these Bylaws, a quorum of Members shall be attained by the presence, either in person or by proxy (limited or general), of Voting Members entitled to cast at least 30% of the total votes of the Class A Voting Members at a duly called meeting of the Members. As long as there is a Class B Member, no quorum can exist or be attained unless the Class B Member is present or the Class B Member has waived, in writing, its presence. No action shall be taken or decisions made at any meeting of the Members which will adversely affect the rights and privileges of the Declarant unless such action is approved by the Declarant.

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2.4.2 Except as otherwise provided in these Bylaws, a quorum of a Voting Group shall be attained by the presence, either in person or by proxy (limited or general), of Voting Members entitled to cast at least 30% of the total votes of the Class A Voting Members at a duly called meeting of the Members constituting the Voting Group. As long as there is a Class B Member, no quorum of a Voting Group can exist or be attained unless the Class B Member is present or the Class B Member has waived, in writing, its presence at the meeting of the applicable Voting Group. No action shall be taken or decisions made at any meeting of a Voting Group which will adversely affect the rights and privileges of the Declarant unless such action is approved by the Declarant.

2.4.3 After a quorum is established at a duly called meeting of the Members or Voting Group, Voting Members may continue to accomplish the business of the meeting until adjournment, notwithstanding the withdrawal during the meeting of enough Class A Voting Members or the Class B Voting Member to leave less than a quorum. In the event, however, the required quorum is never present, the meeting may be rescheduled subject to the notice requirements set forth herein.

2.5 Vote Required. When an action, question or matter requires a vote of the membership, whether it requires a vote by the full membership or a vote by the affected Voting Group only, shall be determined as follows:

2.5.1 Matters pertaining primarily to a particular Neighborhood or more than one Neighborhood but not all of the Neighborhoods shall be voted on only by the Voting Group composed of the Owners from the applicable Neighborhood and shall be determined by a majority of the Voting Interests of the Voting Group as set forth in Section 2.3.2; and

2.5.2 Matters pertaining primarily to all of the Neighborhoods, the Association as a whole or the Association Property shall be voted on by the Members at large and shall be determined by a majority of the Voting Interests as set forth in Section 2.3.1.

2.5.3 The decision as to whether a matter pertains primarily to a particular Neighborhood or more than one but not all of the Neighborhoods or to all of the Neighborhoods, the Association as a whole or the Association Property, shall be determined solely by the Board.

2.6 Proxies. Votes of Voting Members can be cast in person or by proxy. Proxies must be in writing and filed with the Secretary of the Association at or prior to the appointed time of each meeting. Every proxy shall be revocable, but shall continue as valid until so revoked or until it terminates. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the Voting Member. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

2.7 Fixing Record Date. For the purpose of determining those Voting Members entitled to notice of any meeting of the Members or a Voting Group, or in order to make a determination of Owners or Voting Members for any other purpose, the Board of Directors shall fix in advance a date as the record date for such determination ("Record Date"). The Record Date shall not be more than seventy (70) days prior to the date on which the particular action requiring such determination of Voting Members is to be taken. When a determination of the Voting Members entitled to vote at any meeting of the Members or Voting Group has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new Record Date for the adjourned meeting, which it must do if the meeting is more than 90 days after the date fixed for the original meeting.

2.7.1 The notice to the Voting Member (if one has been designated, otherwise to the Owner) as of the Record Date shall be effective as to such Lot unless the Association receives written notice of any change in the identity or address of an Owner at least five (5) days prior to the mailing, delivery or electronic transmission of the notice of the subject meeting.

2.7.2 A proxy submitted by the Voting Member (if one has been designated, otherwise to the Owner) as of the Record Date shall be effective as to such Lot, unless the Association receives written of any change in the identity and address of an Owner or Voting Member prior to the meeting for which the proxy is intended and the successor Owner or Voting Member submits a new proxy or is present in person at the meeting.

2.8 Roster of Owners, Addresses and Voting Members. Each Owner shall deliver to the Association a copy of the deed or other evidence of ownership of his or her Lot. Based on this information, the Association shall maintain a roster of Owners, their Lot numbers, addresses, telephone numbers and electronic mail address, if known, Voting Group and the Voting Member, if any, designated by the Owner or entitled to vote for such Owner pursuant to the terms of these Bylaws. The Association may rely upon the accuracy of such information for all purposes until notified in writing of any changes in the identity of the Member or Member's address. However, if a Lot is owned by more than one person and no Voting Member is designated, the Association shall provide notice for meetings and all other purposes initially to the address initially identified for that purpose by the Owner, and thereafter to the one address provided for that purpose by one or more of the Owners of the Lot to the Association in writing. If no address is provided or if or the Owners of the Lot do not agree, notice shall be sent to the address for the Lot at the Property. Regardless of the number of owners of a Lot, the Association is only obligated to provide notices, ballots and proxies to one address per Lot.

2.9 Voting Member. The Voting Member for each Lot shall be established as of the Record Date in accordance with the following:

2.9.1 If a Lot is owned by one person, that person shall be deemed to be the Voting Member for such Lot unless that person designated another person to serve as the Voting Member in a certificate signed by the Owner and filed with the Association. The presence (in person or by proxy) of the Voting Member (if one has been designated) or by the Owner (if a Voting Member has not been designated) at a meeting of the Members or applicable Voting Group shall be

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considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at such meeting.

2.9.2 If a Lot is owned by more than one natural person (including husbands and wives), those persons may (1) designate Voting Member for the Lot in a certificate signed by all of the Lot's record Owners and filed with the Association; or (2) be governed by the terms of Section 2.10. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the Association is otherwise notified.

2.9.3 If a Lot is owned by a corporation, partnership, limited liability company, trust or other entity, such entity shall designate a Voting Member for the Lot in a certificate signed by an appropriate officer, partner, manager or member or trustee of the entity and filed with the Association.

2.9.4 A voting certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the Voting Member for a Lot may be revoked by any record owner of an undivided interest in the Lot. The Association must receive the written revocation prior to the meeting at which the vote will be exercised by the Voting Member or it shall be conclusively presumed that the Voting Member is acting with the consent of the Owners.

2.9.5 The person designated as a Voting Member need not be an Owner.

2.9.6 If a Member owns more than one Lot, the Voting Member for such Lots shall be entitled to cast its Voting Interest for each Lot owned.

2.9.7 Notwithstanding the fact that a Voting Member may be designated by or acting for an Owner, all Owners shall be Members of the Association and may attend meetings of the Members or applicable Voting Group.

2.10 Failure to File Certificate Designating the Voting Member.

2.10.1 Generally. If the record owner of a Lot (other than the Declarant) was required but failed to file a certificate as provided in Section 2.9 such Owner shall not be considered the Voting Member for purposes of determining whether a quorum has been attained at a meeting of the Members or applicable Voting Group, nor shall such Owner be permitted to vote at any meeting of the Members or applicable Voting Group on any issue.

2.10.2 Voting. If a Lot is owned by one natural person, the presence (in person or by proxy) of the Owner at a meeting of the Members or applicable Voting Group shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at such meeting. If a Lot is owned by more than one person and the co-Owners have elected not to file a certificate designating one of them as a Voting Member, the presence (in person or by proxy) of any one or all of them at a meeting of the Members shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at the meeting. If a dispute arises between the co-Owners as to how the vote shall be cast, they shall lose the right to cast

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their vote on the matter being voted upon, but their vote shall be continued to be counted for the purpose of determining the existence of a quorum.

2.11 Entity Members. In the event an Owner is a corporation, partnership, limited liability company, trust or other entity that is not a natural person, then any natural person who is an officer, director, partners, member, manager, managing member or other designated agent or representative of such entity or trustee, beneficiary or other designated agent or representative of such trust, shall be eligible to represent such entity or trust in the affairs of the Association, including, without limitation, serving on the Board of Directors of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or trust that is the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

3. MEETINGS OF MEMBERS; VOTING GROUPS.

3.1 Place of Meetings of Members, Voting Groups. Meetings of the Members or Voting Groups shall be held at LaMorada, or such other suitable place in Collier County as may be designated by the Board of Directors.

3.2 Annual Meeting of Members. The annual meeting of the Members shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the Voting Members, or as stated in the notice of the meeting sent to the Voting Members in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of [November] of the year in which the Association is incorporated.

3.3 Special Meetings of Members, Voting Groups. Special meetings of the Members or a Voting Group may be called at any time by the President or a majority of a quorum of the Board of Directors, or upon a petition signed by Voting Members holding at least twenty (20%) percent of the Voting Interests of the Members or applicable Voting Group. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.4 Notice of Meetings of Members, Voting Groups. Notice of a meeting of the Members (annual or special) or a Voting Group, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place in the Common Area. The notice of a meeting of the Members or a Voting Group shall be hand delivered, sent by regular mail or electronically transmitted to all Voting Members in the case of a meeting of the Members or to all Voting Members in the applicable Voting Group, unless the Voting Member waives in writing the right to receive notice of the meeting. The delivery, mailing or electronic transmission shall be to the address of the Voting Member as it appears on the roster of Members. The posting and mailing, delivery or electronic

transmission mailing of the notice for either special or annual meetings, which notice shall identify agenda items, shall be effected not less than fourteen (14) continuous days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Voting Members of, a specific location on the Common Area upon which all notices of meetings of Members or Voting Groups shall be posted.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such Member), either in person or by proxy, shall constitute such Member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association or the manager or other person providing notice of the meeting shall provide a United States Postal Service certificate of mailing or an affidavit of delivery or electronic transmission to be included in the official records of the Association, affirming that notices of meetings were posted and mailed, hand delivered or electronically transmitted in accordance with this Section to each applicable Voting Member at the appropriate address for such Voting Member. No other proof of notice of a meeting shall be required.

3.5 Electronic Transmissions of Notices. Whenever the term "electronic transmission," "electronically transmit," "electronic notice" or terms of similar import is used in the Bylaws, Declaration or Articles, it shall refer to any form of communication not directly involving the physical transmission of paper, but which may be directly reproduced to paper, in a comprehensible and legible form. If and to the extent permitted by law and applicable rules, the Association shall be entitled to electronically transmit notices, proxies and other communications to any Owner or Voting Member who consents in writing to accept electronic notices. Such consent may be revoked at the discretion of the Owner or Voting Member. Electronic notice addresses must be maintained among the official records of the Association, and are to be removed from the official records when permission to receive electronic notices is revoked by the Owner or Voting Member.

3.6 Adjourned Meetings. If any meeting of the Members or a Voting Group cannot be organized because a quorum has not been attained, the Voting Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days, nor more than thirty (30) days, from the time the original meeting was called. Such adjourned meetings may be held without the necessity for a new notice provided that notice of the time and place of the adjourned meeting shall have been given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.7 Order of Business. The order of business at all meetings of the Members shall (unless waived) be as follows: (a) roll call to determine the Members and their Voting Interests represented at the meeting in person or by proxy; (b) proof of notice or waiver of notice, (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of directors; (g) unfinished business; and (h) new business.

Meetings of Members or of a Voting Group shall be conducted by the officers of the Association, in order for their priority.

3.8 Action Without A Meeting. To the extent lawful, any action required or which may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by Voting Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Members at which all Voting Members (or authorized persons) entitled to vote thereon were present and voted. To the extent lawful, any action required or which may be taken at any meeting of a Voting Group, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by Voting Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Voting Group at which all Voting Members (or authorized persons) of the Voting Group entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Voting Members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association or other authorized agent of the Association. Written consent shall not be effective unless consents in the appropriate form have been signed by Voting Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to all Owners in the case of written consent in lieu of a meeting of the Members and to all of the Owners in a Voting Group in the case of written consent in lieu of a meeting of a Voting Group. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document. As long as the Declarant (or any of its affiliates) owns any portion of LaMorada, no action can be taken by written consent unless the Declarant has given its written consent.

3.9 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of the Members or Voting Group, as applicable, when signed by the President or Secretary, shall be presumed to be accurate evidence of the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

3.10 Participation by Members. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Members shall have the right to speak at the meetings of the Members or Voting Groups, and Board meetings with reference to all designated agenda items. A Member does not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit a Member to speak on such items in its discretion. Every Member who desires to speak at a meeting, may do so, provided that the Member has filed a written request with the Secretary of the Association prior to the scheduled time for commencement of the meeting. Unless waived by the chairperson of the

meeting (which may be done in the chairperson's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Members speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Member may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

3.10.1 The only audio and video equipment and devices which Members are authorized to utilize at any such meeting is equipment which does not produce distracting sound, light or heat emissions;

3.10.2 Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

3.10.3 Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

3.11 Document Delivery by Declarant. Within ninety (90) days after the expiration or earlier termination of the Declarant Control Period, the Declarant shall, at the Declarant's expense, deliver to the Board all of the documents described in Section 720.307(4), Florida Statutes (2014).

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4. BOARD OF DIRECTORS

4.1 Number. The affairs of the Association shall be governed by a Board of Directors. During the Declarant Control Period, the Board of Directors shall be composed of three (3) persons. Commencing with the election at the expiration or earlier termination of the Declarant Control Period at which the Declarant transfers of control of the Association to the Members other than the Declarant, the Board of Directors shall be composed of one (1) Director for each Voting Group, together with a Director designated by the Declarant so long as the Declarant is entitled to representation on the Board pursuant to Section 720.307, Florida Statutes (2014). In the event a Neighborhood is created after the Declarant has transferred control of the Association, then the Declarant shall appoint a Director for the Voting Group to serve until the Voting Group elects a Director at the next annual meeting. If, during any period after the Declarant transfers control of the Association, there is an even number of Voting Groups, the Board shall be expanded to include one (1) "at large" Director elected by the Voting Members entitled to vote. At such time as the "at large" seat is no longer necessary because there is an odd number of Voting Groups, the "at large" Director shall be required to resign immediately.

4.2 Qualification. Directors must be natural persons who are 18 years of age or older. A Director is required to be a Member, Voting Group Member or Voting Member. Co-owners of a Lot may not serve as members of the Board of Directors at the same time unless they own more than one Lot or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. A person who is delinquent in the payment of any Assessment, Charge or other monetary obligation to the association for more than ninety (90) days is not eligible for Board membership and may not be listed on the ballot. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, 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 such person seeks election to the Board. The validity of an action by the Board is not affected if it is later determined that the Director was not eligible for Board membership due to having been convicted of a felony.

4.3 Election, Term. During Declarant Control Period, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until the Director's successor is appointed or elected and has taken office, or until the Director is removed in the manner elsewhere provided. At the first meeting after the expiration or earlier termination of the Declarant Control Period at which the Declarant transfers of control of the Association to the Members other than the Declarant, Directors shall be elected for staggered terms as follows:

4.3.1 As to any vacancies for Directors elected by a Voting Group, the two (2) Directors elected with the highest and second highest percentage of the Voting Interests by their respective Voting Group shall have a term of two (2) years.

4.3.2 Any remaining vacancies for a Director elected by a Voting Group, the Director(s) elected with the next highest percentage of the Voting Interests by their respective Voting Groups shall have a term of one (1) year.

4.3.3 Any Director elected by the Voting Members to "at large" seat shall have a term of one (1) year.

At each subsequent election, the term of each Director's service shall commence at the Director's election and extend until the later of the second annual meeting of the Members thereafter or until such Director's successor is duly elected and has taken office, unless the Director is removed in the manner elsewhere provided. Any person serving as a Director may be re-elected, and there shall be no limit on the number of terms during which he or she may serve. In the event that an annual meeting is not held, or Directors are not then elected or the election is required before the annual meeting, then Directors may be elected at a special meeting of the Members held for that purpose. Any Director designated by the Declarant shall serve at the pleasure of the Declarant and may be removed and replaced by the Declarant at any time.

At each annual meeting of the Members held thereafter, directors chosen to succeed those whose terms expire shall be elected for a term of two (2) years. Except as provided herein to the contrary, the term of each Director's service shall extend until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. There shall be no cumulative voting. In the event that an annual meeting is not held, or the Board is not then elected, the Board may be elected at a special meeting of the Members held for that purpose.

4.4 Declarant's Designees. Directors appointed or elected by the Declarant during the Declarant Control Period shall serve for a term of one (1) year thereafter or until his successor is duly elected or appointed. The Directors elected or appointed by the Declarant shall be subject to removal by the Declarant without the necessity of any meeting.

4.5 No Term Limits. Any person serving as a director may be re-elected, and there shall be no limitation on the number of terms during which he may serve. Any director designated by the Declarant shall serve at the pleasure of the Declarant and may be removed and replaced by the Declarant at any time.

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4.6 Proviso. Notwithstanding anything to the contrary contained in this Article 4 or otherwise, the Declarant shall have the right to appoint the members of the Board of Directors during the Declarant Control Period. The Declarant is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots that will be operated ultimately by the Association.

Members other than the Declarant are entitled to elect at least one member of the Board of Directors when fifty (50%) percent of the Lots which will ultimately be operated by the Association have been conveyed to Members other than the Declarant. Such Director shall be elected by the Voting Members at large.

The Declarant may transfer control of the Association to the Class A Members prior to the expiration of the Declarant Control Period in its sole discretion by causing enough of its appointed directors to resign, whereupon it shall be the affirmative obligation of Class A Members to elect directors and assume control of the Association. Provided at least sixty-five (65) days' notice of Declarant's decision to cause its appointees to resign is given to the Voting Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Class A Members refuse or fail to assume control.

4.7 Election of Directors. Except as provided herein to the contrary, election of Directors shall be held at the annual meeting of the Members. Not less than sixty (60) days prior to a scheduled election, the Association shall mail, deliver or electronically transmit to each Member, a first notice of the date of the scheduled election.

Not less than forty (40) days prior to the scheduled election, any person desiring to be a candidate for the Board must give written notice to the Association identifying the seat on the Board for which he or she is a candidate. A person may declare his or her candidacy for only one Director's seat: either for (i) the Voting Group for the Neighborhood in which that person owns a Lot or is an authorized designee of an entity Owner of a Lot, or (ii) an "at Large" seat, if applicable.

Not less than fourteen (14) days or more than thirty-four (34) days prior to the scheduled election meeting, the Association shall then mail, deliver or electronically transmit a second notice of the meeting to all Members, together with a list of all candidates for Directors for the applicable Voting Group and all candidates for the "at large" Director, if applicable. Upon timely request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, to be included with the mailing, delivery or electronically transmission of the ballot, with the costs thereof to be borne by the Association. A candidate's information sheet shall be submitted to the Association not less than thirty-five (35) days before the scheduled election.

The election of Directors shall be by written ballot or voting machine. There is no quorum requirement; however, Voting Members entitled to cast at least twenty (20%) percent of the Voting Interests of the Voting Group must have cast ballots in the election of the Director for such Voting Group. In the event of an election of an "at large" Director, Members entitled to cast at least twenty (20%) percent of the Voting Interests of the Members must have cast ballots in the election of the "at large" Director. The election of a Director for a particular Voting Group shall be decided by a plurality of the

votes cast by those Voting Members entitled to vote for the applicable Voting Group. If applicable, the election of the "at large" Director shall be decided by a plurality of the votes cast by the Voting Members entitled to vote. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.7, an election is not required for any Director position unless more than one candidate has filed a notice of intent to run. If there is only one candidate for a position, then such candidate for the Director position for applicable Voting Group or for the "at large" seat shall become a member of the Board effective upon the adjournment of the annual meeting.

4.8 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by the Members or Voting Group that elected such Director shall be filled by a majority vote of the remaining Directors at any Board meeting for any vacancy in the "at large" Director position and by the Voting Members in the applicable Voting Group in an election to fill the vacancy for any Director elected by the applicable Voting Group. All vacancies for any Directors appointed by the Declarant pursuant to the provisions of Section 4.6 shall be filled by the Declarant without the necessity of any meeting. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of the seat being filled.

4.9 Removal of Directors. Any one or more of the Directors (other than Declarant's designees) may be removed or recalled with or without cause in accordance with the provisions of section 720.303, Florida Statutes. Any director elected by a Voting Group may only be recalled or removed by majority of the Voting Members of such Voting Group and any director elected by the Members "at large" may only be recalled or removed by majority of the Voting Members. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose.

4.10 Organizational Meeting. The organizational meeting of newly-elected or appointed directors shall be held within fifteen (15) days of their election or appointment. The directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.

4.11 Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Notice of all meetings shall be given to each director, personally or by mail, telephone, facsimile or electronic mail and shall be transmitted at least three (3) days prior to the meeting. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously in the Common Areas at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Meetings of the Board of Directors shall be open to all Members. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Member statements. The Board shall adopt by rule, and give notice to the Members of, a specific location in the Common Areas upon which all notices of Board meetings shall be posted. Directors may not vote at Board meetings by proxy or by secret ballot.

4.12 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened. The transactions at any meeting of the Board, however called and noticed or wherever held, shall be as valid as through had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

4.13 Quorum. A quorum at a Board of Directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Governing Documents.

4.14 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required.

4.15 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that director of the business conducted at the meeting, but such joinder shall not allow the applicable director to be counted as being present for purposes of establishing a quorum.

4.16 Presiding Officer. The presiding officer at the directors' meeting shall be the President (who may, however, designate any other officer to preside).

4.17 Action Without Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all directors. Any action so approved shall have the same effect as though taken at a duly constitute meeting of the directors.

4.18 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable. The resolution establishing a Committee shall appoint its members, as well as a chair, state the purposes of the Committee, and provide for reports, termination and other administrative matters as deemed appropriate by the Board.

4.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, or their authorized representatives, and

Board members at any reasonable time. The vote or abstention of each director on each issue voted on by the Board at a meeting shall be reflected in the minutes of such meeting. The Association shall retain these minutes for a period of not less than seven (7) years.

4.20 Emergency Powers. In the event of an "emergency" as defined in Section 4.20.7 below, the Board of Directors of the Association may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

4.20.1 The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

4.20.2 The Board may relocate the principal office, or designate alternative principal offices, or authorize the officers to do so.

4.20.3 During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any reasonable manner, including publication or radio. The director or directors in attendance at such meeting shall constitute a quorum.

4.20.4 Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

4.20.5 Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, expect in the case of willful misconduct.

4.20.6 The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.20.7 An "emergency" exists for purposes of this Section during the time a quorum of the Association's directors cannot readily be assembled because of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other such occurrence. An "emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in, or have ordered evacuation of, the area in which LaMorada is located. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive validity.

4.21 Execution of Documents. The Board of Directors, except as in these Bylaws otherwise provided, hereby authorizes its President or Vice President, to enter into any contract or execute any instrument in the name and on behalf of the Association.

5. AUTHORITY OF THE BOARD.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in

exercising such powers, except such acts which by law or the Governing Documents may not be delegated to the Board of Directors by the Voting Members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

5.1 Operating and maintaining all Common Areas and Association Property and performing Neighborhood Maintenance.

5.2 Determining the expenses required for the operation of the Association, the operation and maintenance of the Common Areas and Association Property and the performance of Neighborhood Maintenance.

5.3 Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

5.4 Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised is described herein and in the Declaration.

5.5 Purchasing, leasing or otherwise acquiring property, including, without limitation, Lots, Units or other property within the Property at foreclosure or other judicial sales, all in the name of the Association, or its designee.

5.6 Making repairs, additions and improvements to, or alterations of, Common Areas and Association Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

5.7 Allocating income and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Association.

5.8 Levying Charges or fines against appropriate Members and Occupants for violations of the rules and regulations established by the Association to govern the conduct of Members and Occupants. No Charge or fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Member and, if applicable, his tenant, licensee or invitee as provided in Article 12 of these Bylaws.

5.9 Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of Common Areas and Association Property (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; subject to any limitations set forth in the Declaration.

5.10 Contracting for the management, maintenance, repair and replacement of the Common Areas and Association Property and for the performance of Neighborhood Maintenance and authorizing a management agent (who may be an affiliate of the Declarant) 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 the Governing Documents, maintenance, repair, and replacement of the Common Areas and Association Property and the performance of Neighborhood Maintenance with

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such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Governing Documents, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

5.11 At its discretion, authorizing Members or other persons to use portions of the Common Areas and Association Property for private parties and gatherings and imposing reasonable charges for such private use.

5.12 Exercising (i) all powers specifically set forth in the Governing Documents, (ii) all powers incidental thereto, and (iii) all other powers not prohibited to a Florida not for profit corporation or a Florida "homeowner's association" as defined in Chapter 720, Florida Statutes.

5.13 Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

5.14 Selecting, appointing and removing all officers, agents and employees of the Association, prescribing such powers and duties for them as may be consistent with law and the Governing Documents, and fixing their compensation, it any.

5.15 Changing the principal office for the transaction of the business of the Association; designating any place for the holding of any annual or special meeting or meetings of Members or Voting Groups consistent with the provisions hereof.

5.16 Fixing and levying from time to time Assessments upon the Owners, as provided in the Declaration; setting the due date for the payment of such Assessments and the date upon which the same shall become delinquent. Assessments shall be fixed and levied to provide for the payment of the expenses of the Association, expenses for the operation, maintenance, repair and replacement of Common Areas (including without limitation facilities constructed on the Common Areas) and Association Property, expenses for performance of Neighborhood Maintenance, for security and monitoring of the Property, and for taxes and governmental assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its Members, all in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration.

5.17 Enforcing the provisions of the Governing Documents and other agreements of the Association.

5.18 Contracting and paying for fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board

deems advisable, which may include, without limitation, medical expenses of persons injured on the Common Areas or Association Property and to bond the agents and employees of any management entity, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

5.19 Contracting and paying for maintenance, gardening, utilities, materials, and supplies, and services relating to the Common Areas and Association Property, and to employ personnel necessary for the operation of the Common Areas, Association Property, and the Association, including legal and accounting services (subject to limitations set forth in the Articles regarding claims against the Declarant), and contracting and paying for Improvements to Common Areas.

5.20 Contracting and paying for maintenance, gardening, materials, and supplies, and services relating to Neighborhood Maintenance, and contracting and paying for Improvements relating to Neighborhood Maintenance.

5.21 Delegating its powers as permitted by law.

5.22 Granting easements where necessary or desirable over the Common Areas.

5.23 Fixing, determining and naming from time to time, if necessary or advisable, the public agency, fund, foundation or non-profit corporation or association, which is then organized, to which the assets of this Association shall be distributed upon liquidation or dissolution, according to the Articles of Incorporation of the Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

5.24 Adopting such rules and regulations as the Board may deem necessary for the management of the Common Areas and Association Property, which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of directors attached to a copy of the rules and regulations of the Association, and (2) they are posted in a conspicuous place in the Common Areas. Such rules and regulations shall not materially adversely affect the rights, privileges or preferences of Declarant as established by the Governing Documents without the prior written approval of Declarant. Such rules and regulations may concern, without limitation, use of the Common Areas and Association Property, Neighborhood Maintenance, signs, parking restrictions, minimum standards of property maintenance consistent with the Declaration and the procedures of the Design Review Board; and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these Bylaws.

6. OFFICERS

6.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Officers need

not be directors. Any two offices may be held by the same person, but the office of President or Secretary may not be held by the same person.

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors, and each officer shall hold his office at the pleasure of the Board of Directors, until he shall resign or be removed or otherwise disqualified to serve or his successor shall be elected and have qualified to serve.

6.3 Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

6.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Association. The president shall be ex officio a member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws of the Association.

6.5 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled or refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or these Bylaws.

6.6 Secretary. The Secretary shall keep or cause to be kept the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members and/or Voting Groups at the principal office of the Association or at such other place as the Board of Directors may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give or cause to be given notices of meetings of the Members and/or Voting Groups and of the Board of Directors required by these Bylaws or by law to be given. The Secretary shall maintain or cause to be maintained a roster of the Owners with the information described in Section 2.6 of these Bylaws based on the information furnished to the Association, and such list shall be changed only at such time as satisfactory evidence of a change in ownership is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors.

6.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and other records of business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as

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may from time to time be designated by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the President and directors, upon request. an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

6.8 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in Section 4.16 hereof and by law.

7. COMPENSATION; RESIGNATION.

7.1 Compensation. Neither directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a director or officer as an employee of the Association, or from contracting with a director or officer for any other service to be supplied by such director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

7.2 Resignation. Any director or officer may resign his post at any time by written resignation delivered to the Board or to the President or Secretary of the Association. Any such resignation shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

8. BUDGET AND ASSESSMENTS

8.1 Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association and all Common Areas, Neighborhood Maintenance and Association Property governed and operated by the Association, determine the amount of Assessments payable by the Members to meet the expenses of the Association and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law).

8.2 Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year, the Board of Directors may call a special meeting of the Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said Subsection, or propose a budget in writing to the Voting Members, and if such budget is adopted by the Voting Members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

8.3 Assessments. Assessments (as defined in the Declaration) shall be levied and paid in such manner as provided in the Declaration. The funds collected pursuant to a Special Assessments shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future Assessments.

8.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board. All reserve and operating funds collected by the Association from Assessments or otherwise shall not be commingled in a single fund and shall be divided into more than one fund as determined by a majority of the Board. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.

8.5 Acceleration of Installment Upon Default. If a Member shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the balance of the current budget year's Assessments upon thirty (30) days' prior written notice to the Member and the filing of a claim of lien, and the then unpaid balance of the current budget year's Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Member, or not less than ten (10) days after the mailing of such notice to him by certified or registered mail, whichever shall first occur.

8.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event less than the greater of $100,000 or the maximum amount that will be in the custody or control of the Association or any persons handling or responsible for Association funds at any one time. The premiums on such bonds shall be paid by the Association as a Common Expense.

8.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Members or their authorized representatives at reasonable times on reasonable notice. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit or Lot designating the name and current mailing address of the Member, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Within one hundred twenty (120) days following the end of the fiscal year, the Board shall mail, deliver or electronically transmit to each Member a complete financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of audited financial statements for the preceding year prepared in accordance with generally accepted accounting principles.

9. AMENDMENTS TO BYLAWS

These Bylaws may be amended in the manner provided in the Declaration. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant without the consent of the Declarant in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

10. CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Florida, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other provisions of these Bylaws shall remain in full force and effect. In case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

11. INDEMNIFICATION OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND AGENTS

On the terms and conditions set forth in the Articles, the Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he is or was a director, officer, committee member, employer or agent of the Association against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

12. FINES; NOTICE AND HEARING.

In addition to its other remedies, the Association shall have the right to impose fines on a Owner for failure of the Owner, or any occupant, guest, invitee, tenant, contractor or employee of the member, to comply with the Declaration, Articles, Bylaws or Rules and regulations provided that the procedures set forth in these Bylaws are followed. The Association may not impose a fine unless the Association first provides at least fourteen (14) days' prior written notice and an opportunity for a hearing to the affected Owner and, if applicable, the Owner's Occupant, invitee or employee. The notice shall include:

12.1 A statement of the date, time and place of the hearing;

12.2 A statement of the provisions of the Declaration, Articles, Bylaws or Rules and regulations which have allegedly been violated; and

12.3 A short and plain statement of the matters asserted by the Association and the fine(s) sought.

The hearing must be held before a committee of three (3) other Owners who are neither Directors nor persons residing in a Director's household. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any matters asserted by the Association. Unless a higher amount is allowed by law, no fine may exceed $100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice, provided that no such fine for a continuing violation shall exceed $1,000 in the aggregate, unless a higher amount is allowed by law. If the committee does not agree with the fine, the fine may not be levied. No fine will become a lien against a Lot. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner or his or her occupant, guest, invitee, tenant, contractor or employee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant, guest, invitee, tenant or employee.

13. OFFICIAL RECORDS

The Association shall keep in its office for the transaction of business the original or a copy of the Governing Documents and all other official records of the Association required by law, including but not limited to the following:

13.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.

13.2 Copies of the Governing Documents.

13.3 The minutes of all meetings of the board of directors and of the Members, which minutes must be retained for at least seven (7) years.

13.4 A current roster of all Owners, their mailing addresses, Lot number, telephone numbers and electronic mail addresses.

13.5 All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

13.6 A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year.

13.7 The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

13.7.1 Accurate, itemized, and detailed records of all receipts and expenditures.

13.7.2 A current account and a periodic statement of the account for each Owner, designating the name and current address of each Voting Member who is obligated to pay Assessments, the due date and amount of each assessment or other charge against the Owner, the date and amount of each payment on the account, and the balance due.

13.7.3 All tax returns, financial statements, and financial reports of the Association.

13.7.4 Any other records that identify, measure, record, or communicate financial information.

13.8 A copy of the disclosure summary described in Section 720.401(1), Florida Statutes (2014).

13.9 All other written records of the association not specifically included in the foregoing which are related to the operation of the association.

13.10 Any other records required by applicable law.

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The official records shall be maintained within the state and must be open to inspection and available for photocopying by Owners or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access.

I HEREBY CERTIFY THAT the foregoing Bylaws of the Association were duly adopted by the Board of Directors of the Association.

APPROVED:

President

COLLIER COUNTY
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Exhibit "D"

Legal Description of portion of Property declared to be General Common Areas

Tract RD-1 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for use as a private road right-of-way with responsibility for maintenance.

That portion of Tract FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida more particularly described on Exhibit D-1 attached hereto (Frangipani Circle) for use as a private road right-of-way with responsibility for maintenance.

That portion of Tract FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida more particularly described on Exhibit D-2 attached hereto for use as a General Common Area.

That real property more particularly described on Exhibit D-3 attached hereto for use as the Amenities Center.

All drainage easements (DE) within Tracts RD-1, FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for stormwater management purposes with responsibility for maintenance.

All landscape buffer easements (LBE) within Tracts FD-1, FD-2, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida with responsibility for maintenance.

All lake maintenance easements (LME) within Tracts FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida with responsibility for maintenance.

All access easements (AE) within Tracts FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for access purposes with responsibility for maintenance.

All irrigation easements (IE) within Tract RD-1 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for irrigation purposes with responsibility for maintenance.

All maintenance easements (ME) within Tracts FD-1 and FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida with responsibility for maintenance.

Tracts C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for the

purposes of drainage, landscaping, signage, water management, walls, subject to the easements thereon, with responsibility for maintenance.

Tracts LK-1, LK-2, LK-3, LK-4, LK-5, LK-6 and LK-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida, for use as Lakes for stormwater management purposes with responsibility for maintenance.

Tracts P-1 and P-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida for use as preserve areas subject to the Conservation Easement.



EXHIBIT D-1

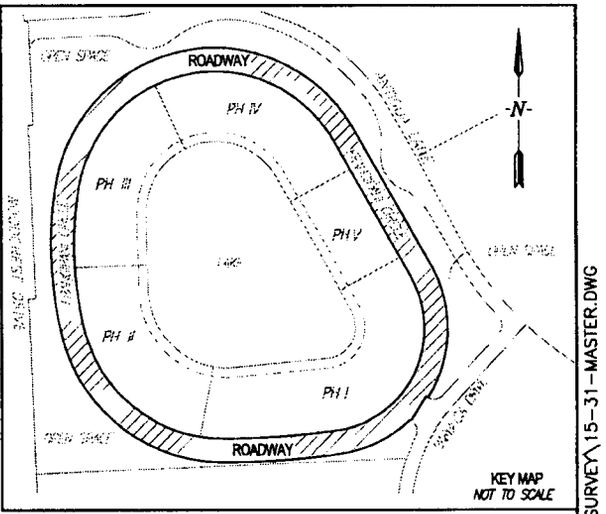
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH BOUNDARY OF SAID TRACT FD-2, NORTH 87°41'24" EAST, A DISTANCE OF 394.54 FEET; THENCE NORTH 02°18'36" WEST, A DISTANCE OF 8.30 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED,

THE SAME BEING A POINT ON A NON TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY 475.46 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 76°44'13", (CHORD BEARING NORTH 50°54'16" WEST, A DISTANCE OF 440.71 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE NORTHERLY 311.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 805.00 FEET, A CENTRAL ANGLE OF 22°11'14", (CHORD BEARING NORTH 01°26'33" WEST, A DISTANCE OF 309.78 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE EASTERLY 848.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 140°55'38", (CHORD BEARING NORTH 80°06'53" EAST, A DISTANCE OF 650.28 FEET) TO A POINT ON A LINE HEREINAFTER KNOWN AS LINE "A"; THENCE RUN ALONG SAID LINE "A", SOUTH 60°34'42" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE WESTERLY 725.60 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 140°55'38", (CHORD BEARING SOUTH 80°06'53" WEST, A DISTANCE OF 556.03 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE SOUTHERLY 292.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 755.00 FEET, A CENTRAL ANGLE OF 22°11'14", (CHORD BEARING SOUTH 01°26'33" EAST, A DISTANCE OF 290.54 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE SOUTHEASTERLY 408.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 76°44'13", (CHORD BEARING SOUTH 50°54'16" EAST, A DISTANCE OF 378.64 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE EASTERLY 254.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,595.00 FEET, A CENTRAL ANGLE OF 09°09'16", (CHORD BEARING NORTH 86°08'59" EAST, A DISTANCE OF 254.57 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE NORTHEASTERLY 416.50 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 110°59'39", (CHORD BEARING NORTH 26°04'32" EAST, A DISTANCE OF 354.36 FEET); THENCE NORTH 29°25'18" WEST, A DISTANCE OF 332.13 FEET TO A POINT ON THE AFOREMENTIONED LINE "A"; THENCE RUN ALONG SAID LINE "A", NORTH 60°34'42" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 29°25'18" EAST, A DISTANCE OF 332.13 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 282.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 61°06'12", (CHORD BEARING SOUTH 01°07'48" WEST, A DISTANCE OF 269.41 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE SOUTHERLY 6.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 35°51'09", (CHORD BEARING SOUTH 13°45'20" WEST, A DISTANCE OF 6.16 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHWESTERLY 2.03 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 04°38'47", (CHORD BEARING NORTH 60°09'06" WEST, A DISTANCE OF 2.03 FEET); THENCE NORTH 57°53'07" WEST, A DISTANCE OF 4.88 FEET; THENCE SOUTH 32°06'52" WEST, A DISTANCE OF 57.95 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 6.78 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 38°51'32", (CHORD BEARING SOUTH 66°16'27" WEST, A DISTANCE OF 6.65 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 160.62 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 34°43'41", (CHORD BEARING SOUTH 64°12'31" WEST, A DISTANCE OF 158.17 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE WESTERLY 262.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,645.00 FEET, A CENTRAL ANGLE OF 09°09'16", (CHORD BEARING SOUTH 86°08'59" WEST, A DISTANCE OF 262.55 FEET) TO THE POINT OF BEGINNING.

CONTAINING 2.97 ACRES, MORE OR LESS.



KEY MAP
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 87°41'24" EAST.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

* NOT A SURVEY *

NOT COMPLETE WITHOUT SHEETS 1-3 OF 3

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	WCILMCD
SCALE:	N/A
DATE:	11 MARCH 2015
FILE:	15-31-MASTER
SHEET:	1 of 3

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Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

CARRIAGE HOMES AT LAMORADA
MASTER CONDOMINIUM ASSOCIATION
ROADWAY
LYING IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

DATE SIGNED

DONALD L. SAINTENOY III, P.S.M
FL LICENSE #6761
FOR THE FIRM

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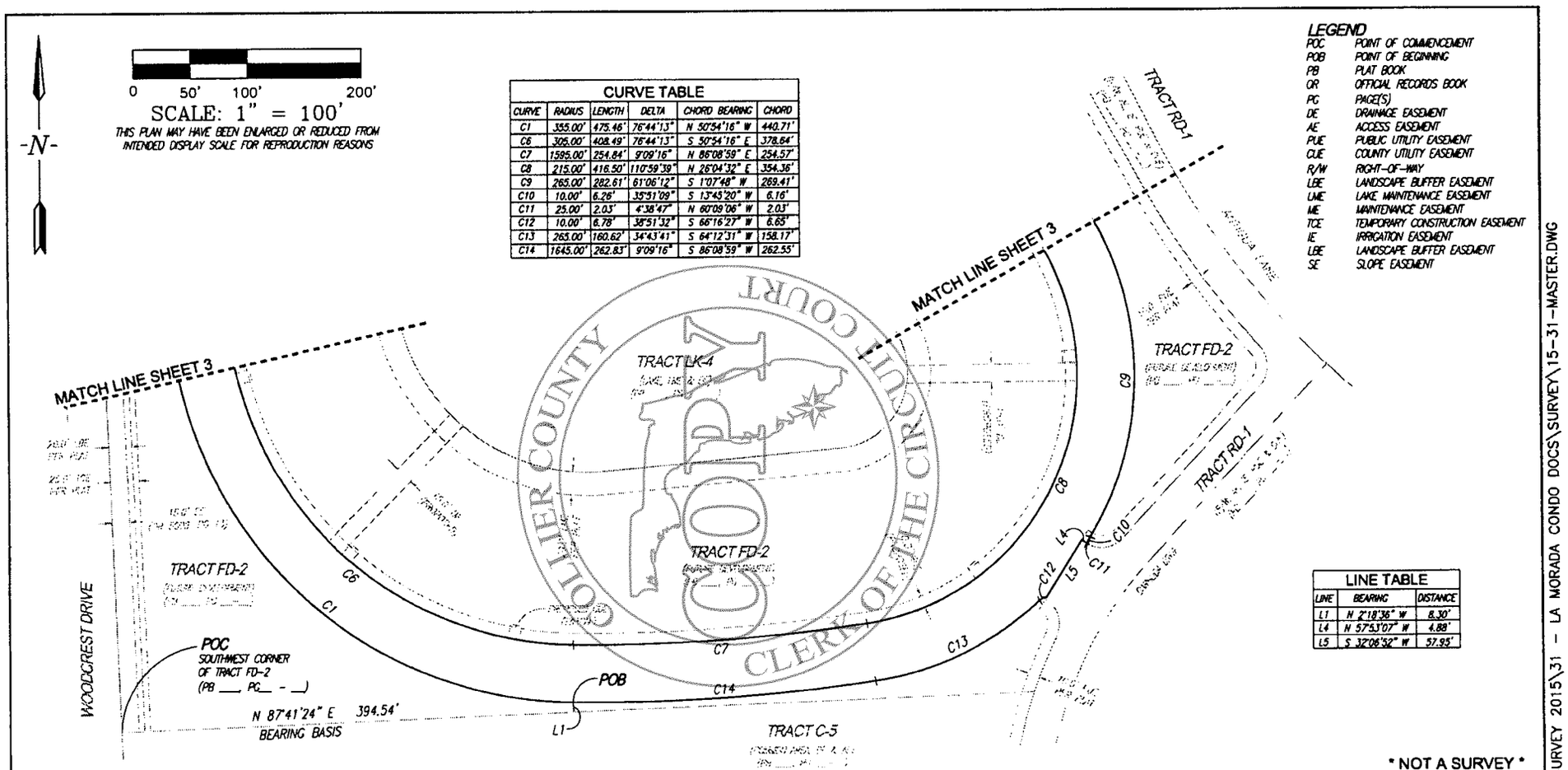
CLERK OF THE CIRCUIT COURT



DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	WCILMCD
SCALE:	1" = 100'
DATE:	11 MARCH 2015
FILE:	15-31-MASTER
SHEET:	2 of 3

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SKETCH AND DESCRIPTION

CARRIAGE HOMES AT LAMORADA
MASTER CONDOMINIUM ASSOCIATION
ROADWAY
LYING IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOT COMPLETE WITHOUT SHEETS 1-3 OF 3

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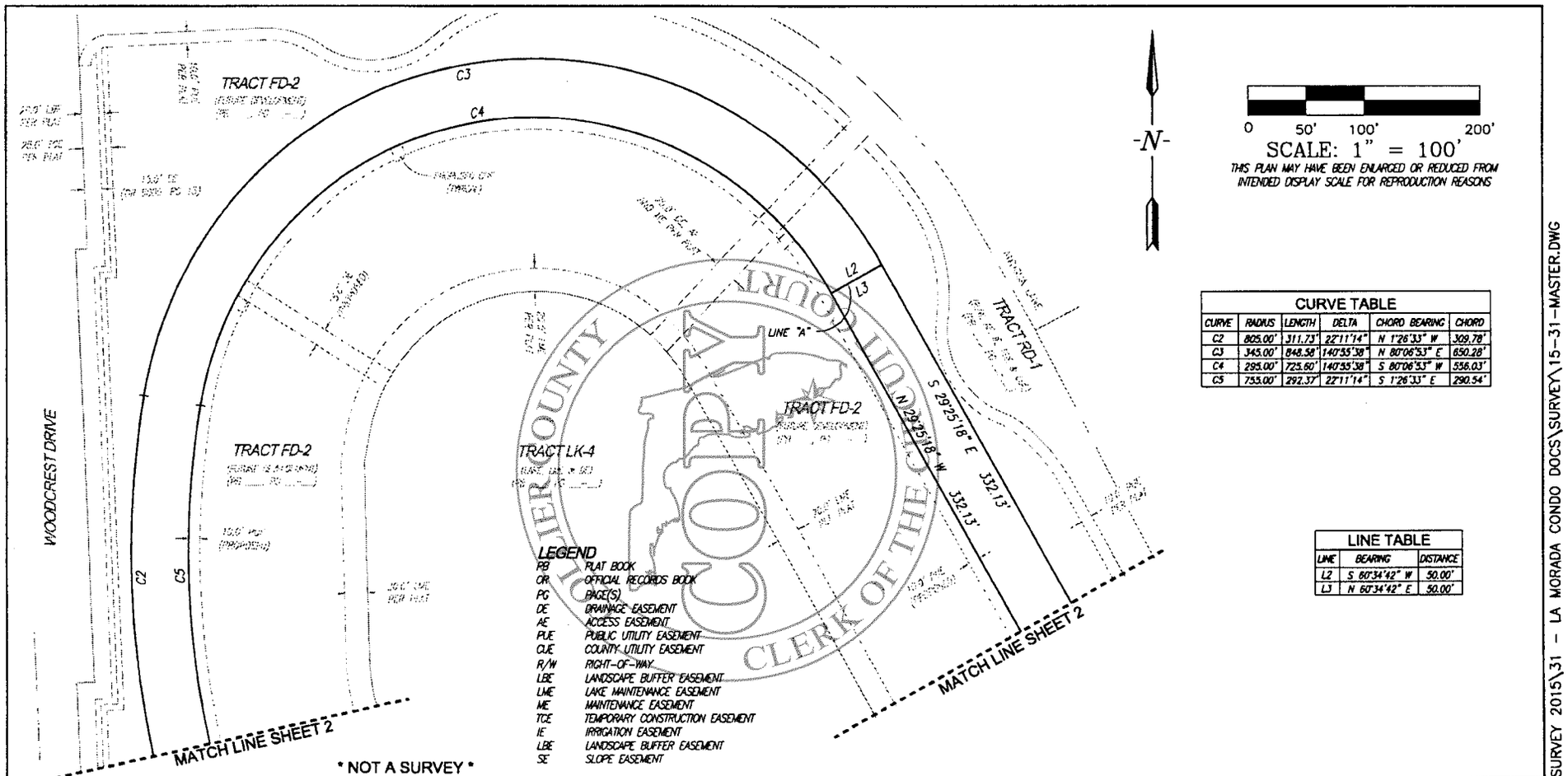
OR 5161 PG 2169



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C2	805.00'	311.73'	22°11'14"	N 1°26'33" W	309.78'
C3	345.00'	848.58'	140°55'38"	N 80°06'53" E	650.28'
C4	295.00'	725.60'	140°55'38"	S 80°06'53" W	556.03'
C5	755.00'	292.37'	22°11'14"	S 1°26'33" E	290.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S 60°34'42" W	50.00'
L3	N 60°34'42" E	50.00'

LEGEND

PB	PLAT BOOK
OR	OFFICIAL RECORDS BOOK
PG	PAGE(S)
DE	DRAINAGE EASEMENT
AE	ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
CUE	COUNTY UTILITY EASEMENT
R/W	RIGHT-OF-WAY
LBE	LANDSCAPE BUFFER EASEMENT
LME	LAKE MAINTENANCE EASEMENT
ME	MAINTENANCE EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
IE	IRRIGATION EASEMENT
LBE	LANDSCAPE BUFFER EASEMENT
SE	SLOPE EASEMENT

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	WCILMCD
SCALE:	1" = 80'
DATE:	11 MARCH 2015
FILE:	15-31-MASTER
SHEET:	3 of 3

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SKETCH AND DESCRIPTION

CARRIAGE HOMES AT LAMORADA
MASTER CONDOMINIUM ASSOCIATION
ROADWAY

LYING IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOT COMPLETE WITHOUT SHEETS 1-3 OF 3

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OR 5161 PG 2170

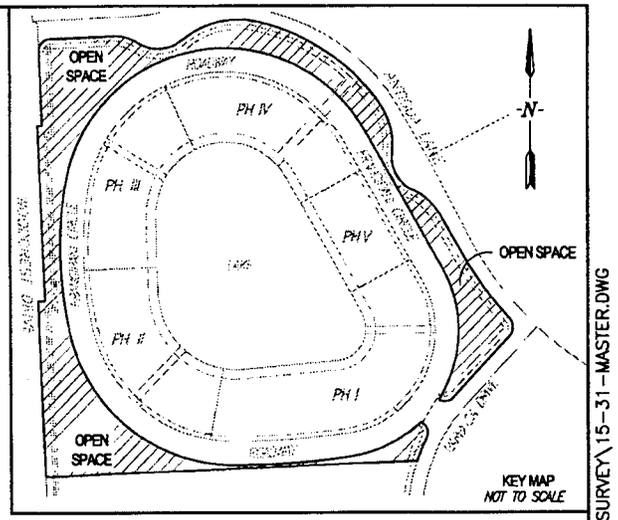
EXHIBIT D-2

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST BOUNDARY OF SAID TRACT FD-2 FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES, 1) NORTH 02°19'36" WEST, A DISTANCE OF 368.11 FEET; 2) THENCE NORTH 87°40'24" EAST, A DISTANCE OF 15.00 FEET; 3) THENCE NORTH 02°19'36" WEST, A DISTANCE OF 370.00 FEET; 4) THENCE NORTH 87°40'24" EAST, A DISTANCE OF 10.00 FEET; 5) THENCE NORTH 02°19'36" WEST, A DISTANCE OF 156.62 FEET TO A POINT ON THE BOUNDARY OF TRACT RD-1 OF SAID PLAT, THE SAME BEING A CURVE TO THE RIGHT; THENCE RUN ALONG SAID BOUNDARY FOR THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES, 1) NORTHEASTERLY 39.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°54'52", (CHORD BEARING NORTH 42°37'51" EAST, A DISTANCE OF 35.33 FEET); 2) THENCE NORTH 87°35'17" EAST, A DISTANCE OF 134.98 FEET TO A POINT ON A CURVE TO THE RIGHT; 3) THENCE EASTERLY 54.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 89.00 FEET, A CENTRAL ANGLE OF 35°11'03", (CHORD BEARING SOUTH 74°49'11" EAST, A DISTANCE OF 53.80 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; 4) THENCE EASTERLY 102.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 72°15'02", (CHORD BEARING NORTH 86°38'50" EAST, A DISTANCE OF 93.51 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; 5) THENCE EASTERLY 176.00 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 189.00 FEET, A CENTRAL ANGLE OF 53°21'19", (CHORD BEARING NORTH 77°11'58" EAST, A DISTANCE OF 169.71 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; 6) THENCE SOUTHEASTERLY 197.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 458.00 FEET, A CENTRAL ANGLE OF 24°42'03", (CHORD BEARING SOUTH 63°46'21" EAST, A DISTANCE OF 195.92 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; 7) THENCE SOUTHEASTERLY 118.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 403.00 FEET, A CENTRAL ANGLE OF 16°54'02", (CHORD BEARING SOUTH 42°58'18" EAST, A DISTANCE OF 118.44 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; 8) THENCE SOUTHERLY 108.89 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 41°37'50", (CHORD BEARING SOUTH 13°42'22" EAST, A DISTANCE OF 106.61 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; 9) THENCE SOUTHEASTERLY 100.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 76°00'37", (CHORD BEARING SOUTH 30°53'46" EAST, A DISTANCE OF 93.59 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; 10) THENCE SOUTHEASTERLY 17.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 61.50 FEET, A CENTRAL ANGLE OF 15°54'34", (CHORD BEARING SOUTH 60°56'48" EAST, A DISTANCE OF 17.02 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; 11) THENCE SOUTHEASTERLY 70.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 158.77 FEET, A CENTRAL ANGLE OF 25°31'22", (CHORD BEARING SOUTH 40°13'50" EAST, A DISTANCE OF 70.14 FEET); 12) THENCE SOUTH 30°02'04" EAST, A DISTANCE OF 55.68 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; 13) THENCE SOUTHEASTERLY 195.68 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 15°21'29", (CHORD BEARING SOUTH 35°17'55" EAST, A DISTANCE OF 195.09 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; 14) THENCE SOUTHERLY 37.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°49'21", (CHORD BEARING SOUTH 00°03'59" EAST, A DISTANCE OF 34.04 FEET); 15) THENCE SOUTH 42°50'41" WEST, A DISTANCE OF 172.12 FEET TO A POINT ON A CURVE TO THE LEFT; 16) THENCE SOUTHWESTERLY 4.06 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 00°36'44", (CHORD BEARING SOUTH 42°32'19" WEST, A DISTANCE OF 4.06 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; 17) THENCE WESTERLY 32.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 75°17'34", (CHORD BEARING SOUTH 79°52'44" WEST, A DISTANCE OF 30.54 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHERLY 6.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 35°51'09", (CHORD BEARING NORTH 13°45'20" EAST, A DISTANCE OF 6.16 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 282.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 61°06'12", (CHORD BEARING NORTH 01°07'48" EAST, A DISTANCE OF 269.41 FEET); THENCE NORTH 29°25'18" WEST, A DISTANCE OF 332.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 848.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 140°55'38", (CHORD BEARING SOUTH 80°06'53" WEST, A DISTANCE OF 650.28 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE SOUTHERLY 311.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 805.00 FEET, A CENTRAL ANGLE OF 22°11'14", (CHORD BEARING SOUTH 01°26'33" EAST, A DISTANCE OF 309.78 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE SOUTHEASTERLY 475.46 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 76°44'13", (CHORD BEARING SOUTH 50°54'16" EAST, A DISTANCE OF 440.71 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE EASTERLY 262.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,645.00 FEET, A CENTRAL ANGLE OF 09°09'16", (CHORD BEARING NORTH 86°08'59" EAST, A DISTANCE OF 262.55 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE NORTHEASTERLY 160.62 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 34°43'41", (CHORD BEARING NORTH 64°12'31" EAST, A DISTANCE OF 158.17 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY 6.78 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 38°51'32", (CHORD BEARING NORTH 66°16'27" EAST, A DISTANCE OF 6.65 FEET) TO A POINT ON THE BOUNDARY OF THE AFOREMENTIONED TRACT RD-1; THENCE RUN ALONG SAID BOUNDARY FOR THE FOLLOWING FOUR (4) COURSES AND DISTANCE, 1) SOUTH 32°06'52" WEST, A DISTANCE OF 2.05 FEET; 2) THENCE SOUTH 57°53'07" EAST, A DISTANCE OF 0.47 FEET TO A POINT ON A CURVE TO THE RIGHT; 3) THENCE SOUTHERLY 36.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°29'42", (CHORD BEARING SOUTH 15°38'17" EAST, A DISTANCE OF 33.62 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; 4) THENCE SOUTHWESTERLY 50.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 07°41'14", (CHORD BEARING SOUTH 22°45'57" WEST, A DISTANCE OF 50.95 FEET) TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT FD-2; THENCE RUN ALONG SAID BOUNDARY, SOUTH 87°41'24" WEST, A DISTANCE OF 793.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.01 ACRES, MORE OR LESS.



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING SOUTH 87°41'24" WEST.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1-3 OF 3

* NOT A SURVEY *

DRAWN BY:	KJG
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Civil Engineers • Land Surveyors • Planners • Landscape Architects

Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

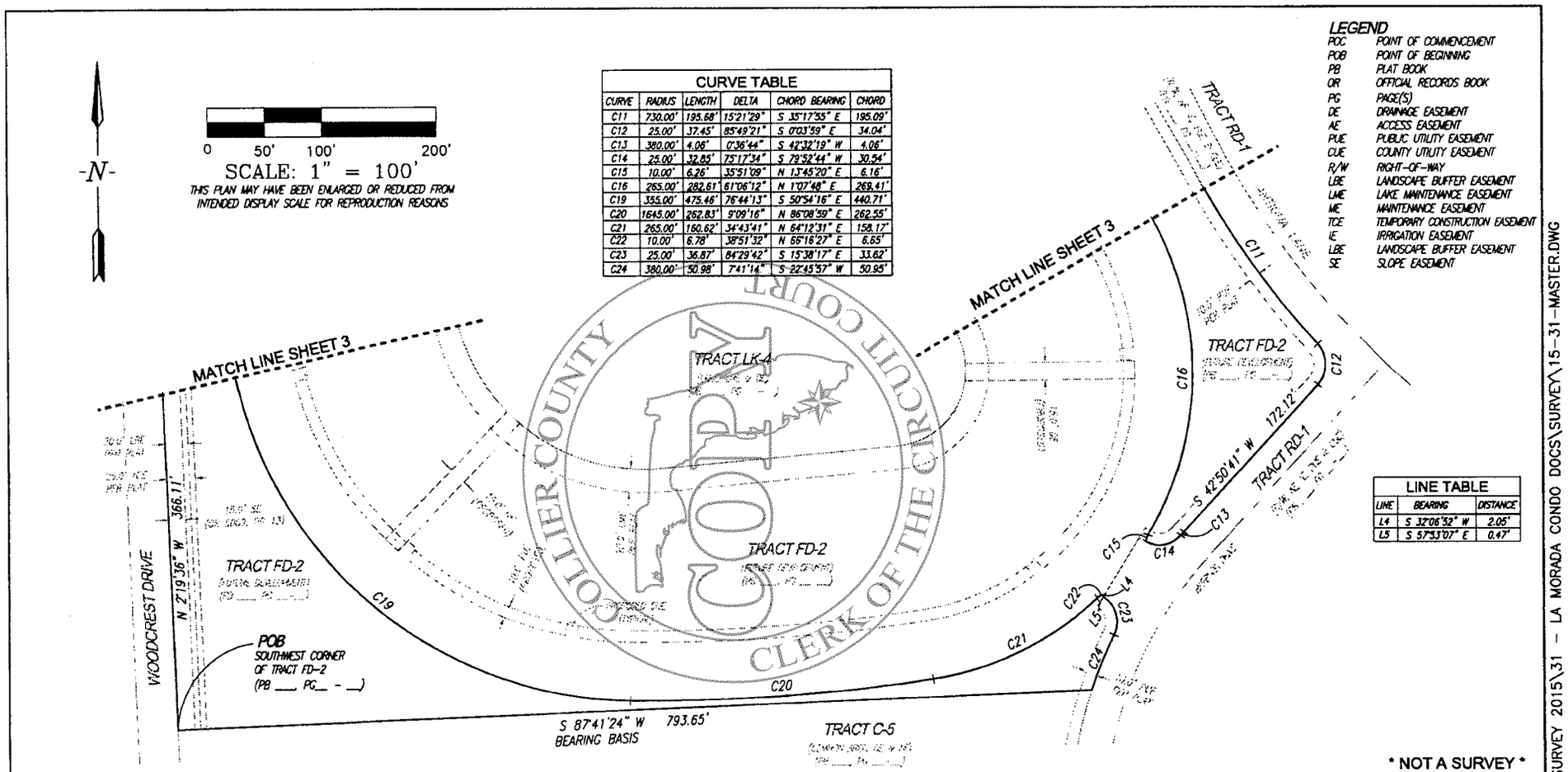
CARRIAGE HOMES AT LAMORADA
MASTER CONDOMINIUM ASSOCIATION
OPEN SPACE
LYING IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

DATE SIGNED

DONALD L. SAINTENOY III, P.S.M
FL LICENSE #6761
FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2015\31 - LA MORADA CONDO DOCS\SURVEY\15-31-MASTER.DWG

CLERK OF THE CIRCUIT COURT



DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	WCILMCD
SCALE:	1" = 100'
DATE:	11 MARCH 2015
FILE:	15-31-MASTER
SHEET:	2 of 3

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
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Bonita Springs, Florida 34134

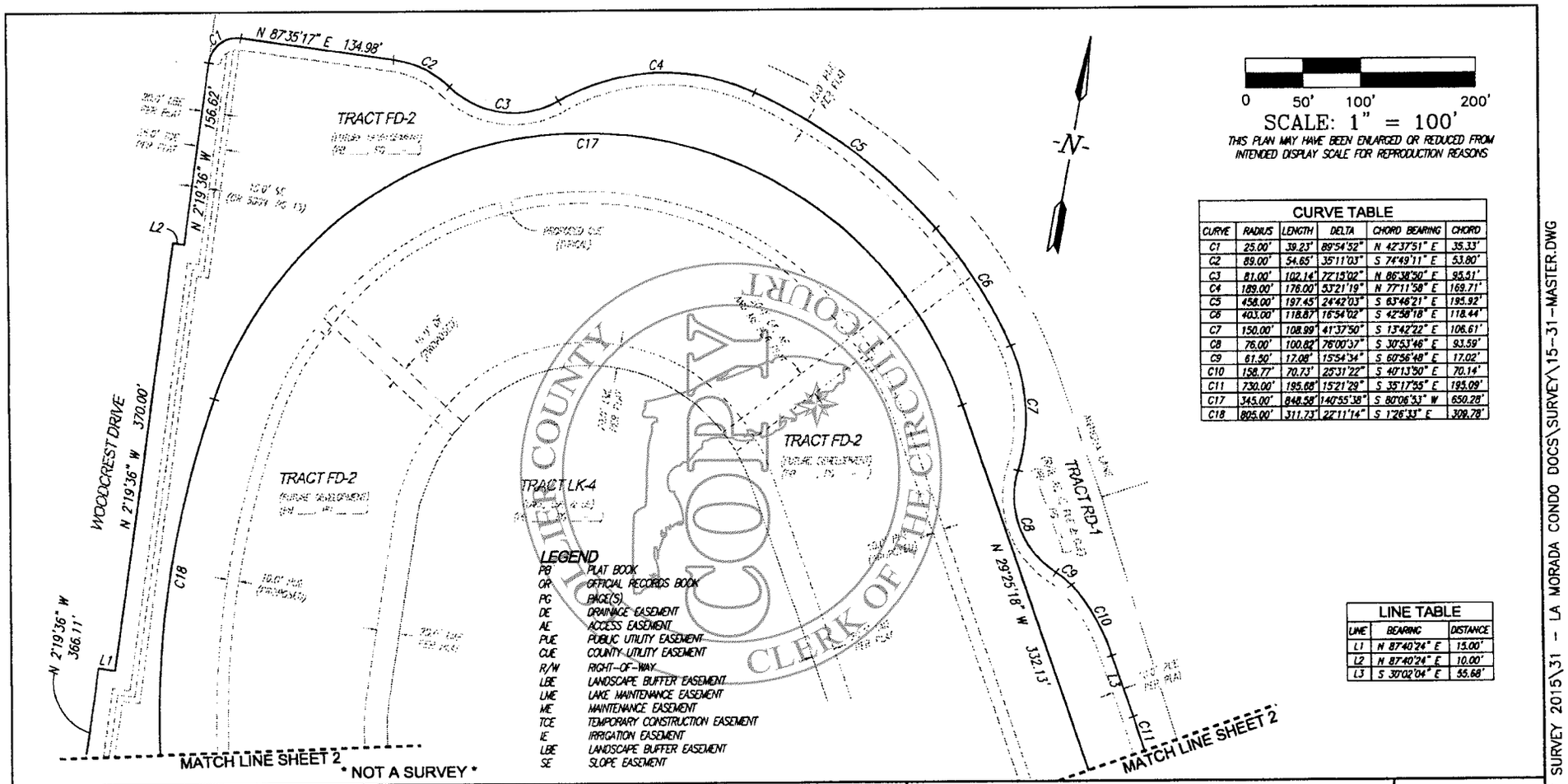
SKETCH AND DESCRIPTION

CARRIAGE HOMES AT LAMORADA
MASTER CONDOMINIUM ASSOCIATION
OPEN SPACE
LYING IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOT COMPLETE WITHOUT SHEETS 1-3 OF 3

G:\SURVEY\PROJECT SURVEY 2015\31 - LA MORADA CONDO DOCS\SURVEY\15-31-MASTER.DWG

OR 5161 PG 2172



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	39.23'	89°54'52"	N 42°37'51" E	35.33'
C2	89.00'	54.65'	35°11'03"	S 74°49'11" E	53.80'
C3	81.00'	102.14'	72°15'02"	N 86°38'30" E	95.51'
C4	189.00'	176.00'	53°21'19"	N 77°11'58" E	169.71'
C5	458.00'	197.45'	24°42'03"	S 63°46'21" E	195.92'
C6	403.00'	118.87'	16°54'02"	S 42°58'18" E	118.44'
C7	150.00'	108.99'	41°37'50"	S 13°42'22" E	106.61'
C8	76.00'	100.82'	76°00'37"	S 30°53'46" E	93.59'
C9	61.50'	17.08'	15°54'34"	S 60°56'48" E	17.02'
C10	158.77'	70.73'	25°31'22"	S 40°13'50" E	70.14'
C11	730.00'	195.68'	15°21'29"	S 35°17'55" E	195.09'
C17	345.00'	848.58'	140°55'38"	S 80°06'53" W	650.28'
C18	805.00'	311.73'	22°11'14"	S 1°26'33" E	309.78'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°40'24" E	15.00'
L2	N 87°40'24" E	10.00'
L3	S 30°02'04" E	55.68'

LEGEND

PB	PLAT BOOK
OR	OFFICIAL RECORDS BOOK
PG	PAGE(S)
DE	DRAINAGE EASEMENT
AE	ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
CUE	COUNTY UTILITY EASEMENT
R/W	RIGHT-OF-WAY
LBE	LANDSCAPE BUFFER EASEMENT
LME	LAKE MAINTENANCE EASEMENT
ME	MAINTENANCE EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
IE	IRRIGATION EASEMENT
LBE	LANDSCAPE BUFFER EASEMENT
SE	SLOPE EASEMENT

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	WCILMCD
SCALE:	1" = 80'
DATE:	11 MARCH 2015
FILE:	15-31-MASTER
SHEET:	3 of 3

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
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Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

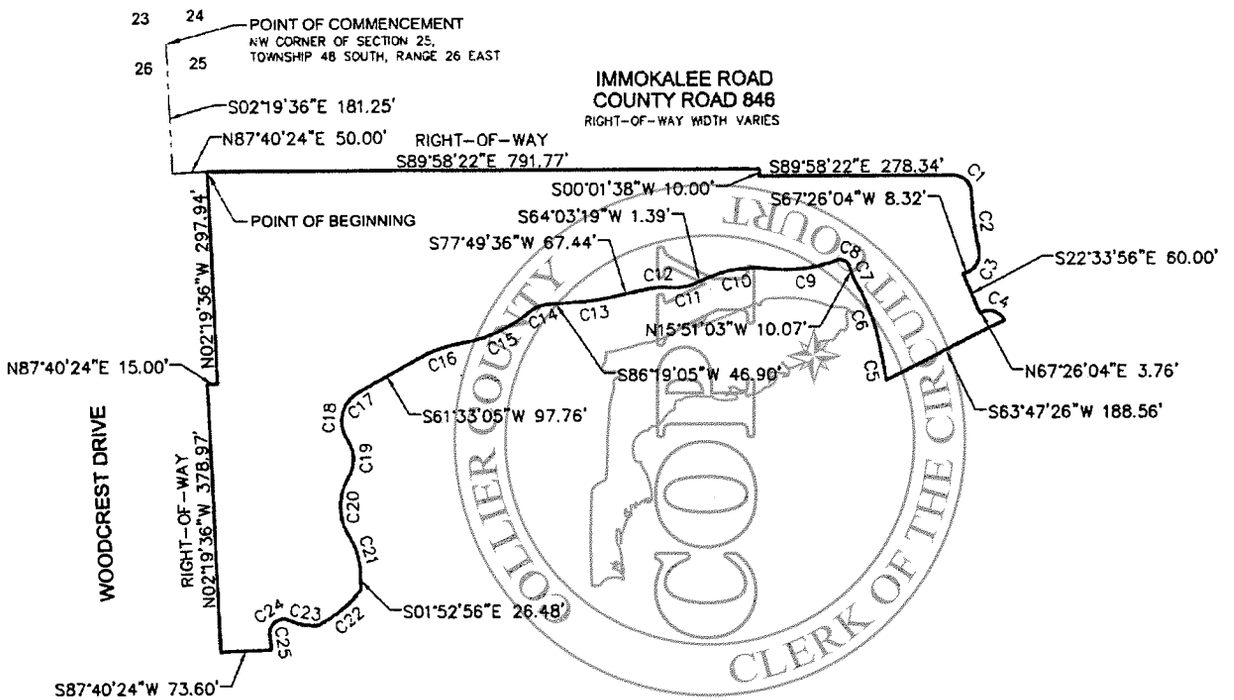
CARRIAGE HOMES AT LAMORADA
MASTER CONDOMINIUM ASSOCIATION
OPEN SPACE
LYING IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOT COMPLETE WITHOUT SHEETS 1-3 OF 3

G:\SURVEY\PROJECT SURVEY 2015\31 - LA MORADA CONDO DOCS\SURVEY\15-31-MASTER.DWG

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT

EXHIBIT D-3



N

0 50 100 200

(INTENDED DISPLAY SCALE: 1"=200')

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA ZONE EAST, NORTH AMERICAN DATUM OF 83 (NSRS 2011) WHEREIN THE WEST LINE OF SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEARS SOUTH 02° 19' 36" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. PARCEL CONTAINS 308,643 SQUARE FEET (7.09 ACRES) MORE OR LESS.

THIS IS NOT A SURVEY

BARRY E. SYREN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5365

DATE SIGNED: _____

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: NOT VALID WITHOUT SHEETS 2 & 3 OF 3

0:\2014\20149811-000\Surveying\Sketches & Descriptions\LaMoradu Amenity Center.dwg (AM1) MJM Apr 15, 2015 -- 4:04pm

LAMORADA AMENITY CENTER
SECTION 25, TOWNSHIP 48, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
L.B. #642

SKETCH & DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
4-15-2015	20149811-000	25-48-26	1"=200'	1 OF 3

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	25.00'	93°42'39"	S43°07'03"E	36.48'	40.89'
C2	421.84'	10°58'35"	S06°50'35"E	80.69'	80.81'
C3	25.00'	79°45'56"	S27°33'06"W	32.06'	34.80'
C4	25.06'	85°41'28"	S69°40'01"E	34.08'	37.48'
C5	1115.44'	1°44'14"	N11°27'07"W	33.82'	33.82'
C6	300.00'	22°27'48"	N19°22'57"W	116.87'	117.62'
C7	25.00'	14°45'48"	N23°13'57"W	6.42'	6.44'
C8	15.00'	94°44'14"	N63°13'10"W	22.07'	24.80'
C9	200.00'	27°35'35"	S83°12'30"W	95.39'	96.32'
C10	180.00'	32°56'59"	S80°31'48"W	102.09'	103.51'
C11	80.00'	31°14'19"	S79°40'28"W	43.08'	43.62'
C12	100.00'	17°28'01"	S86°33'37"W	30.37'	30.49'
C13	200.00'	8°29'30"	S82°04'21"W	29.61'	29.64'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C14	50.00'	35°51'22"	S68°23'24"W	30.78'	31.29'
C15	200.00'	30°46'18"	S65°50'52"W	106.13'	107.41'
C16	200.00'	19°40'57"	S71°23'33"W	68.37'	68.70'
C17	45.00'	17°22'15"	S52°51'57"W	13.59'	13.64'
C18	45.00'	78°34'37"	S04°53'31"W	56.99'	61.71'
C19	50.00'	66°48'18"	S00°59'39"E	55.05'	58.30'
C20	75.00'	65°13'49"	S00°12'25"E	80.85'	85.39'
C21	100.00'	30°56'23"	S17°21'08"E	53.35'	54.00'
C22	175.00'	26°36'34"	S51°38'55"W	80.55'	81.27'
C23	80.00'	29°42'40"	N79°19'03"W	41.02'	41.48'
C24	20.00'	118°29'01"	S56°17'46"W	34.37'	41.36'
C25	199.01'	6°32'02"	S06°12'36"E	22.68'	22.69'

FILED
COLLIER COUNTY
CLERK OF COURT

NOTE: NOT VALID WITHOUT SHEETS 1 & 3 OF 3

LAMORADA AMENITY CENTER
SECTION 25, TOWNSHIP 48, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
L.B. #642

SKETCH & DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
4-15-2015	20149811-000	25-48-26	N/A	2 OF 3

O:\2014\20149811-000\Surveying\Sketches & Descriptions\LaMorada Amenity Center.dwg (AM2) MJM Apr 15, 2015 - 4:02pm

DESCRIPTION
A PARCEL IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF SAID SECTION 25, S02°19'36"E, A DISTANCE OF 181.25 FEET; THENCE N87°40'24"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF IMMOKALEE ROAD (CR 846) AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING THENCE S89°58'22"E ALONG THE SOUTH RIGHT OF WAY OF SAID IMMOKALEE ROAD, A DISTANCE OF 791.77 FEET; THENCE S00°01'38"W ALONG SAID RIGHT OF WAY, A DISTANCE OF 10.00 FEET; THENCE S89°58'22"E ALONG SAID RIGHT OF WAY, A DISTANCE OF 278.34 FEET; THENCE DEPARTING SAID RIGHT OF WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°42'39", A CHORD BEARING OF S43°07'03"E, AND A CHORD DISTANCE OF 36.48 FEET, FOR AN ARC DISTANCE OF 40.89 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 421.84 FEET, A CENTRAL ANGLE OF 10°58'35", A CHORD BEARING OF S06°50'35"E, AND A CHORD DISTANCE OF 80.69 FEET, FOR AN ARC DISTANCE OF 80.81 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°45'56", A CHORD BEARING OF S27°33'06"W, AND A CHORD DISTANCE OF 32.06 FEET, FOR AN ARC DISTANCE OF 34.80 FEET; THENCE S67°26'04"W, A DISTANCE OF 8.32 FEET; THENCE S22°33'56"E, A DISTANCE OF 60.00 FEET; THENCE N67°26'04"E, A DISTANCE OF 3.76 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 25.06 FEET, A CENTRAL ANGLE OF 85°41'28", A CHORD BEARING OF S69°40'01"E, AND A CHORD DISTANCE OF 34.08 FEET, FOR AN ARC DISTANCE OF 37.48 FEET; THENCE S63°47'26"W, A DISTANCE OF 188.56 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 1,115.44 FEET, A CENTRAL ANGLE OF 01°44'14", A CHORD BEARING OF N11°27'07"W, AND A CHORD DISTANCE OF 33.82 FEET, FOR AN ARC DISTANCE OF 33.82 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 22°27'48", A CHORD BEARING OF N19°22'57"W, AND A CHORD DISTANCE OF 116.87 FEET, FOR AN ARC DISTANCE OF 117.62 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 14°45'48", A CHORD BEARING OF N23°13'57"W, AND A CHORD DISTANCE OF 6.42 FEET, FOR AN ARC DISTANCE OF 6.44 FEET; THENCE N15°51'03"W, A DISTANCE OF 10.07 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 94°44'14", A CHORD BEARING OF N63°13'10"W, AND A CHORD DISTANCE OF 22.07 FEET, FOR AN ARC DISTANCE OF 24.80 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 27°35'35", A CHORD BEARING OF S83°12'30"W, AND A CHORD DISTANCE OF 95.39 FEET, FOR AN ARC DISTANCE OF 96.32 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 32°56'59", A CHORD BEARING OF S80°31'48"W, AND A CHORD DISTANCE OF 102.09 FEET, FOR AN ARC DISTANCE OF 103.51 FEET; THENCE S64°03'19"W, A DISTANCE OF 1.39 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 31°14'19", A CHORD BEARING OF S79°40'28"W, AND A CHORD DISTANCE OF 43.08 FEET, FOR AN ARC DISTANCE OF 43.62 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 17°25'01", A CHORD BEARING OF S86°33'37"W, AND A CHORD DISTANCE OF 30.37 FEET, FOR AN ARC DISTANCE OF 30.49 FEET; THENCE S77°49'36"W, A DISTANCE OF 67.44 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 08°29'30", A CHORD BEARING OF S82°04'21"W, AND A CHORD DISTANCE OF 29.61 FEET, FOR AN ARC DISTANCE OF 29.64 FEET; THENCE S86°19'05"W, A DISTANCE OF 46.90 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 35°51'22", A CHORD BEARING OF S68°23'24"W, AND A CHORD DISTANCE OF 30.78 FEET, FOR AN ARC DISTANCE OF 31.29 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 30°46'18", A CHORD BEARING OF S65°50'52"W, AND A CHORD DISTANCE OF 106.13 FEET, FOR AN ARC DISTANCE OF 107.41 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 19°40'57", A CHORD BEARING OF S71°23'33"W, AND A CHORD DISTANCE OF 68.37 FEET, FOR AN ARC DISTANCE OF 68.70 FEET; THENCE S61°33'05"W, A DISTANCE OF 97.76 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 17°22'15", A CHORD BEARING OF S52°51'57"W, AND A CHORD DISTANCE OF 13.59 FEET, FOR AN ARC DISTANCE OF 13.64 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°34'37", FOR AN ARC DISTANCE OF 61.71 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 66°48'18", A CHORD BEARING OF S00°59'39"E, AND A CHORD DISTANCE OF 55.05 FEET, FOR AN ARC DISTANCE OF 58.30 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 65°13'49", A CHORD BEARING OF S00°12'25"E, AND A CHORD DISTANCE OF 80.85 FEET, FOR AN ARC DISTANCE OF 85.39 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 30°56'23", A CHORD BEARING OF S17°21'08"E, AND A CHORD DISTANCE OF 53.35 FEET, FOR AN ARC DISTANCE OF 54.00 FEET; THENCE S01°52'56"E, A DISTANCE OF 26.48 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 26°36'34", A CHORD BEARING OF S51°38'55"W, AND A CHORD DISTANCE OF 80.55 FEET, FOR AN ARC DISTANCE OF 81.27 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 29°42'40", A CHORD BEARING OF N79°19'03"W, AND A CHORD DISTANCE OF 41.02 FEET, FOR AN ARC DISTANCE OF 41.48 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 118°29'01", A CHORD BEARING OF S56°17'46"W, AND A CHORD DISTANCE OF 34.37 FEET, FOR AN ARC DISTANCE OF 41.36 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 199.01 FEET, A CENTRAL ANGLE OF 06°32'02", A CHORD BEARING OF S06°12'36"E, AND A CHORD DISTANCE OF 22.68 FEET, FOR AN ARC DISTANCE OF 22.69 FEET; THENCE S87°40'24"W, A DISTANCE OF 73.60 FEET TO A POINT ON THE EAST RIGHT OF WAY OF WOODCREST DRIVE; THENCE N02°19'36"W ALONG SAID RIGHT OF WAY, A DISTANCE OF 378.97 FEET; THENCE N87°40'24"E ALONG SAID RIGHT OF WAY, A DISTANCE OF 15.00 FEET; THENCE N02°19'36"W ALONG SAID RIGHT OF WAY, A DISTANCE OF 297.94 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF IMMOKALEE ROAD AND THE POINT OF BEGINNING.

CONTAINING 308,643 SQUARE FEET OR 7.09 ACRES, MORE OR LESS.

NOTE: NOT VALID WITHOUT SHEETS 1 & 2 OF 3

O:\2014\20149811-000\Surveying\Sketches & Descriptions\LaMorada Amenity Center.dwg (AM3) MJM Apr 15, 2015 - 4:01pm

LAMORADA AMENITY CENTER
SECTION 25, TOWNSHIP 48, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
L.B. #642

SKETCH & DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
4-15-2015	20149811-000	25-48-26	N/A	3 OF 3

Exhibit "E"

Legal Description of LaMorada Community

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND RUN SOUTH 02°19'36" EAST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 179.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IMMOKALEE ROAD (C.R. 846); THENCE RUN SOUTH 89°58'22" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 50.04 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89°58'22" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 791.77 FEET; THENCE SOUTH 00°01'38" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 10.00 FEET; THENCE SOUTH 89°58'22" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 479.04 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 02°13'55" EAST ALONG SAID EAST LINE FOR 1148.67 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4: THENCE SOUTH 89°58'30" EAST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 FOR 352.75 FEET; THENCE NORTH 02°13'55" WEST FOR 1158.66 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF IMMOKALEE ROAD (C.R. 846); THENCE SOUTH 89°58'22" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 307.47 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 02°11'04" EAST ALONG SAID EAST LINE FOR 1158.61 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 89°58'30" EAST ALONG THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 FOR 659.27 FEET TO THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 02°08'14" WEST ALONG THE WEST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 1158.53 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF IMMOKALEE ROAD (C.R. 846); THENCE SOUTH 89°58'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 447.43 FEET; THENCE SOUTH 00°01'54" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 9.99 FEET; THENCE SOUTH 89°58'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 212.91 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 02°02'32" EAST ALONG SAID EAST LINE FOR 1148.41 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 89°58'22" EAST ALONG THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 658.06 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 01°56'51" EAST ALONG SAID EAST LINE FOR 1337.46 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 89°58'38" WEST ALONG THE SOUTH LINE OF THE SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 FOR 342.79 FEET; THENCE NORTH 74°37'09" WEST DEPARTING SAID SOUTH LINE FOR 80.74 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 3555.00 FEET (DELTA 13°58'41") (CHORD BEARING NORTH 83°20'50" WEST) (CHORD 865.14 FEET) FOR 867.29 FEET; THENCE SOUTH 89°39'49" WEST FOR 268.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1055.00 FEET (DELTA 18°40'14") (CHORD BEARING SOUTH 80°19'42" WEST) (CHORD 342.26 FEET) FOR 343.78 FEET; THENCE NORTH 55°49'41" WEST FOR 148.27 FEET; THENCE NORTH 73°26'19" WEST FOR 261.57 FEET: THENCE NORTH 84°39'24" WEST FOR 388.96 FEET; THENCE SOUTH 08°27'11" EAST FOR 128.56 FEET; THENCE SOUTH 66°24'51" WEST FOR 60.00 FEET TO A POINT ON A NON-

TANGENTIAL CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 270.00 FEET (DELTA 11°42'38") (CHORD BEARING SOUTH 17°43'50 EAST) (CHORD 55.09 FEET) FOR 55.19 FEET; THENCE SOUTH 11°52'31" EAST FOR 155.72 FEET; THENCE SOUTH 08°30'02" WEST FOR 382.30 FEET; THENCE SOUTH 34°34'23" WEST FOR 642.14 FEET; THENCE SOUTH 57°17'42" EAST FOR 28.48 FEET; THENCE SOUTH 32°42'18" WEST FOR 356.14 FEET; THENCE SOUTH 89°37'22" WEST FOR 632.63 FEET; THENCE NORTH 02°18'36" WEST FOR 1329.41 FEET; THENCE NORTH 02°19'36" WEST FOR 686.80 FEET; THENCE NORTH 87°40'24" EAST FOR 15.00 FEET; THENCE NORTH 02°19'36" WEST FOR 370.00 FEET; THENCE NORTH 87°40'24" EAST FOR 10.00 FEET; THENCE NORTH 02°19'36" WEST FOR 220.00 FEET; THENCE SOUTH 87°40'24" WEST FOR 10.00 FEET; THENCE NORTH 02°19'36" WEST FOR 460.00 FEET; THENCE SOUTH 87°40'24" WEST FOR 15.00 FEET; THENCE NORTH 02°19'36" WEST FOR 460.00 FEET; THENCE NORTH 87°40'24" EAST FOR 15.00 FEET; THENCE NORTH 02°19'36" WEST FOR 297.94 FEET TO THE SAID POINT OF BEGINNING.

PARCEL CONTAINS 8,873,631 SQUARE FEET OR 203.7 ACRES, MORE OR LESS.

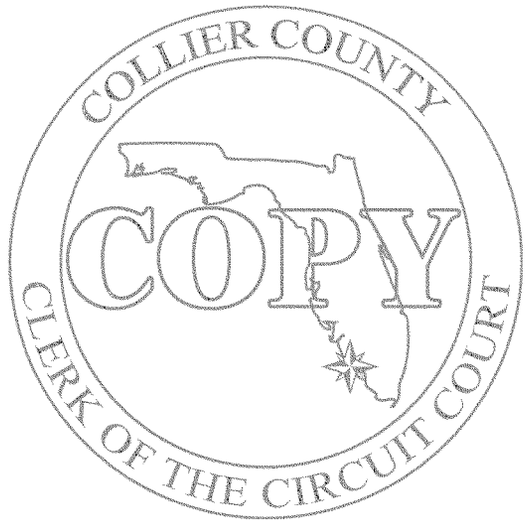


Exhibit "F"

Legal Descriptions of portions of Property declared to be a Neighborhood

GRAND VILLAS NEIGHBORHOOD:

Lots 129 - 223 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida.

CLASSICS NEIGHBORHOOD:

Lots 1 – 10, Lots 17 – 25 and Lots 75 -128 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida.

ESTATES NEIGHBORHOOD:

Lots 11 – 16 and Lots 26 - 74 of LAMORADA, according to the Plat thereof recorded in Plat Book ____, Page ____ of the Public Records of Collier County, Florida,

CARRIAGE HOMES AT LA MORADA CONDOMINIUM NEIGHBORHOOD:

Condominium Unit Nos. 1-101, 1-102, 1-201, 1-202, 2-101, 2-102, 2-201, 2-202, 3-101, 3-102, 3-201, 3-202, 15-101, 15-102, 15-201 and 15-202, of CARRIAGE HOMES AT LA MORADA, a Condominium, according to the Declaration of Condominium thereof, recorded under Instrument No. _____ in Official Records Book _____, at Page _____, of the Public Records of Collier County, Florida, together with an undivided interest in the common elements appurtenant thereto

COLLIER COUNTY COPY OF THE CIRCUIT

Exhibit "G"

Legal Descriptions of portion of Property declared to be Limited Common Areas

NONE AT THIS TIME

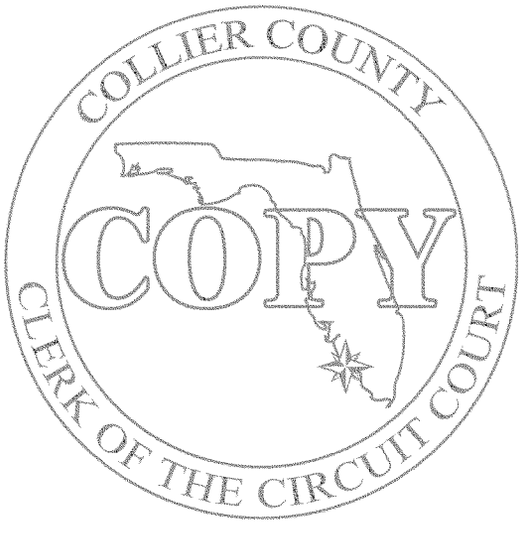


Exhibit "H"

Copy of SFWMD Permit



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 11-01839-P-02
DATE ISSUED:April 3, 2015

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

PROJECT DESCRIPTION: This Environmental Resource Permit Modification authorizes construction and operation of a stormwater management system serving 203.71 acres of residential development for a project known as La Morada (fka Indian Hill Estates).

PROJECT LOCATION: COLLIER COUNTY, SEC 25 TWP 48S RGE 26E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 141010-5, dated October 10, 2014. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statues (F.S).

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

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 16 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 3rd day of April, 2015, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: Melissa M Roberts
Melissa M. Roberts, P.E.
Regulatory Administrator
Lower West Coast Service Center

NOTICE OF RIGHTS

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

RIGHT TO REQUEST ADMINISTRATIVE HEARING

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

FILING INSTRUCTIONS

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery, or e-mail. **Filings by facsimile will not be accepted after October 1, 2014.** A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the District Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the District Clerk's Office at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

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

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

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

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

MEDIATION

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

RIGHT TO SEEK JUDICIAL REVIEW

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

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

GENERAL CONDITIONS

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 shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S. (2012).

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), 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" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

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 12.3.3 of Applicant's Handbook Volume I) as filed with the 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 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

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CIRCUIT

GENERAL CONDITIONS

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 any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work 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 notification shall be provided in accordance with Section 872.05, F.S.

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

GENERAL CONDITIONS

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.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on April 3, 2035.
The construction phase of this permit shall expire on April 3, 2020.

2. Operation and maintenance of the stormwater management system and Preserves 1 and 2 shall be the responsibility of the Home Owners Association. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.

3. Discharge Facilities:

Structure: CS-1
1-17" W X 6" H RECTANGULAR weir with crest at elev. 13' NGVD 29.
2-44" W X 2" H RECTANGULAR ORIFICEs with invert at elev. 12.5' NGVD 29.
1-37" W X 49" L drop inlet with crest at elev. 15.4' NGVD 29.
Receiving body : Immokalee Road Canal
Control elev : 12.5 feet NGVD 29.

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

5. 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.

6. Minimum building floor elevation: See Exhibit 2.0.

7. Minimum road crown elevation: See Exhibit 2.0.

8. Operation of the offsite operable structure known as (CS-5) will continue as previously permitted via Special Condition 8 of Application No. 060609-6.

9. 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. All previously approved wildlife management plans under Permit No. 11-01839-P will be followed and the residents will receive copies of the FWC Living with Bears and Living with Panthers brochure.

10. The permittee shall utilize the criteria contained in the Construction Pollution Prevention Plan (Exhibit No. 2.1) and on the applicable approved construction drawings for the duration of the project's construction activities.

11. The Urban Stormwater Management Plan shall be implemented in accordance with Exhibit No. 2.2.

12. No work shall occur within the District's right-of-way until all necessary right-of-way occupancy permits are obtained authorizing the proposed work in the District's right-of-way.

13. The exhibits and special conditions in this permit apply only to this application. They do not supersede or delete any requirements for other applications covered in Permit No. 11-01839-P-02 unless otherwise specified herein.

COLLIER COUNTY
FLORIDA
CIRCUIT COURT
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SPECIAL CONDITIONS

14. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (http://my.sfwmd.gov/ePermitting) under this application number.

    Exhibit No. 1.0 Location Map
    Exhibit No. 2.0 Plans, Pages 1-21
    Exhibit No. 2.1 Construction Pollution Prevention Plan, Pages 1-10
    Exhibit No. 2.2 Urban Stormwater Management Program, Pages 1-5
    Exhibit No. 3.0 Bald Eagle nest location

15. Prior to the commencement of construction activities within the multi-family area, a permit modification will be required to demonstrate consistency with the assumed land use.

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

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Last Date For Agency Action: April 10, 2015

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: La Morada (F K A Indian Hill Estates)
Permit No.: 11-01839-P-02
Application No.: 141010-5
Application Type: Environmental Resource (Conceptual Approval Modification And New Construction/Operation)
Location: Collier County, S25/T48S/R26E
Permittee : W C I Communities, L L C
Operating Entity : Home Owners Association
Project Area: 203.71 acres
Permit Area: 203.71 acres
Project Land Use: Residential
Drainage Basin: WEST COLLIER **Sub Basin:** IMMOKALEE ROAD CANAL
Receiving Body: Immokalee Road Canal **Class:** CLASS III
Special Drainage District: NA
Mitigation Previously Permitted: Yes
Conservation Easement To District : No
Sovereign Submerged Lands: No

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PROJECT SUMMARY:

This Environmental Resource Permit Modification authorizes construction and operation of a stormwater management system serving 203.71 acres of residential development for a project known as La Morada (fka Indian Hill Estates).

This modification is for construction of a residential phase within a previously approved Conceptual Permit. Prior to construction of buildings and associated parking, within the multi-family area, a permit modification will be required to demonstrate consistency with the assumed land use. See Exhibit 2.0 for stormwater management system design elements.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code (F.A.C.).

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PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located south of Immokalee Road between Woodcrest Drive and Richard Street, in Collier County. Refer to Exhibit 1 for a location map.

There are permitted water management facilities within the project area. The site contains existing stormwater management lakes, previously cleared/disturbed land, a tree nursery, native upland habitats, jurisdictional wetlands, and nonjurisdictional wetland habitats (pursuant to 62-340 F.A.C.). There are two preserves located in the northern portion of the permit area (total 10.06 acres of District preserve with an additional 4.48 acres of Collier County uplands) located outside of the perimeter berm.

BACKGROUND:

Calusa Pines was originally permitted under Application No. 000331-9 for conceptual approval of a golf course, residential parcels, clubhouses, golf maintenance facility, and an interconnected wet detention lake system. Subsequent permit modifications separated the stormwater management basins within the northern and southern portions of the property, and separated the outfalls. The north half of the property (FKA Indian Hill Estates currently known as La Morada) drains north and the south half of the project (Calusa Pines) drains to the south and discharges through two outfall structures.

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COLLIER COUNTY
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WATER QUANTITY :

Discharge Rate :

The project maximum discharge (13.2 cfs) is less than the previously permitted (Application No. 060609-6) allowable discharge of 13.9 cfs.

Discharge Storm Frequency : 25 YEAR-3 DAY Design Rainfall : 11.7 inches

Finished Floors :

Building Storm Frequency : 100 YEAR-3 DAY Design Rainfall : 14.7 inches

Road Design :

Road Storm Frequency : 25 YEAR-3 DAY Design Rainfall: 11.7 inches

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
Basin	189.17	12.5		Previously Permitted

Receiving Body :

Basin	Str.#	Receiving Body
Basin	CS-1	Immokalee Road Canal

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

Inlets:

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.

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Discharge Structures:

Inlets:

Basin	CS-1	1	Fdot Mod D Drop Inlet	37"	49"	15.4

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Basin	CS-1	1	Rectangular	17"	6"			13 (crest)

Water Quality Structures:

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

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Basin	CS-1	2	Rectangular Orifice	44"	2"				12.5

WATER QUALITY :

Water quality treatment will be provided in wet detention lakes. The project provides the required 15.7 acre-feet of water quality treatment volume based on 1.0 inch over the basin area.

Pursuant to Appendix E of Volume II, the water quality treatment volume provided includes an additional 50% treatment volume above the requirements in Section 4.2 of Volume II to provide reasonable assurance that the project will not have an adverse impact on the quality of the downstream receiving body. The project discharges to the Cocohatchee (Inland Segment), FDEP WBID No. 3278D; this watershed has been identified as impaired for Dissolved Oxygen.

The land use is consistent with the existing permit for this area; therefore, nutrient removal calculations were not required as a part of the current application.

The project also includes implementation of an Urban Stormwater Management Program (Exhibit 2.2) and a Stormwater Pollution Prevention Plan (Exhibit 2.1) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Basin		Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd
Basin	Treatment	Wet Detention	15.7	23.6

WETLANDS:

Wetlands And Other Surface Waters:

There are no proposed changes to the previously permitted preserve areas. Please see Exhibit 2.0 for a FLUCCS habitat map (plan sheet C-06).

Fish And Wildlife Issues:

The applicant is required to follow the previously permitted wildlife management plans under Permit No. 11-01839-P. In addition, the District received correspondence from Florida Fish and Wildlife Conservation Commission (FWC) on November 6, 2014 with updated guidance on listed species. An additional listed species survey was conducted within Phase 1 in September 2014; no listed species were observed.

The FWC comment letter stated the following:
1) The project area is within the core foraging area of three wood stork nesting colonies.

2) The project area is within the primary range of the Big Cypress population of the Florida black bear. FWC recommends that the residents receive the Living with Black Bears brochure and that best management practices be followed during construction.

3) The site provides potential habitat for Eastern indigo snake, Florida bonneted bat, gopher tortoise, and Big Cypress fox squirrel.

4) The site is within the consultation area for red-cockaded woodpecker and Florida panther. FWC recommends that residents receive the Living with Panthers brochure.

5) Eagle nest COO31 has been documented within Preserve 5 of what is now Calusa Pines to the south of La Morada. A small portion of the south western La Morada project area is located within the 660-ft buffer zone. The previously permitted USFWS guidelines for construction will be followed. Per the FWC Bald Eagle Management Plan, no additional permitting from FWC for this site is required. Please see Exhibit 3.0 for the new nest location (CO-031B).

The US Fish and Wildlife Service determined on May 21, 2014 that the planned projects within the entire 525-acre La Morada and Calusa Pines area may affect, but are not likely to adversely affect the Eastern indigo snake, wood stork, Florida panther, Florida bonneted bat, and red-cockaded woodpecker. Please see Application No. 060609-6 for additional listed species information.

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

CERTIFICATION, OPERATION, AND MAINTENANCE:

Pursuant to Chapter 62-330.310 Florida Administrative Code (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 stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of stormwater management 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 will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume I for Minimum Operation and

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Maintenance Standards.



RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that irrigation will be conducted under the existing irrigation permit, 11-03548-W.

The applicant has indicated that dewatering will be conducted under the existing dewatering permit, 11-03542-W.

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

CERP:

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

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Potable Water Supplier:

Collier County Utilities

Waste Water System/Supplier:

Collier County Utilities

Right-Of-Way Permit Status:

A District Right-of-Way Permit Application No. 15-0316-3 has been submitted to construct a drainage connection via horizontal directional drill from LaMorada to the Cocohatchee Canal.

Historical/Archeological Resources:

Pursuant to Application No. 060609-6, the District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded in the project area and the project is therefore unlikely to have an effect upon any such properties.This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DEO/CZM Consistency Review:

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

Third Party Interest:

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

Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

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DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:

Laura Layman

DATE: 4/3/15

SURFACE WATER MANAGEMENT:

Ricardo A. Valera, P.E.

DATE: April 3, 2015



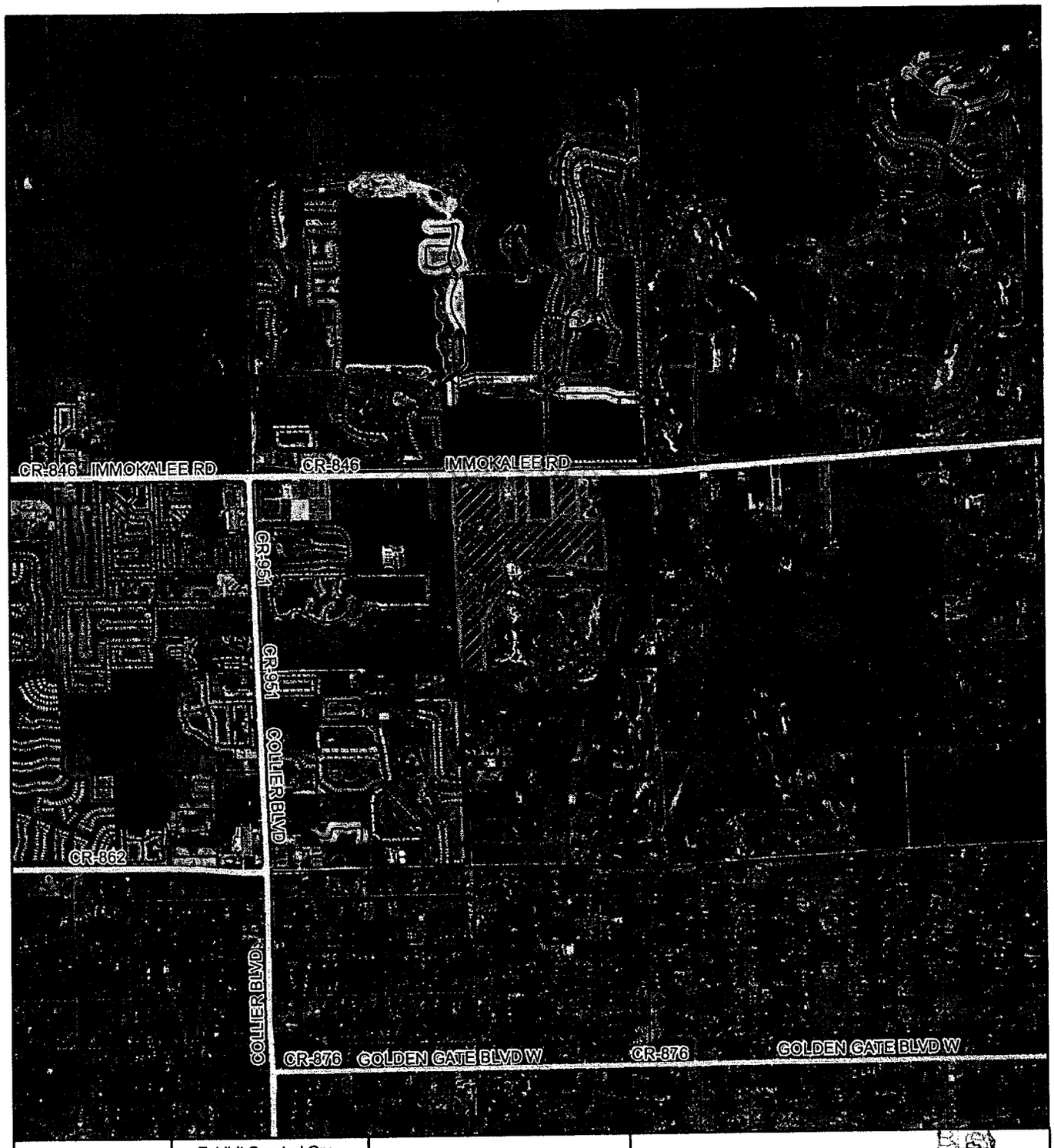


Exhibit No: 1	Exhibit Created On: 2015-03-31	COLLIER COUNTY, FL

REGULATION DIVISION

Project Name: LA MORADA (F K A INDIAN HILL ESTATES)

0 0.5 1 Miles

N

Application

Permit No: 11-01839-P-02

Application Number: 141010-5

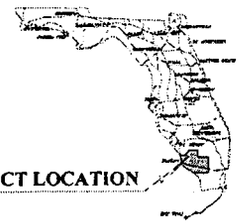
sfwmd.gov

Created by Regulation GIS Section

South Florida Water Management District

Exhibit 1.0
Application No. 141010-5
Page 1 of 1

ENVIRONMENTAL RESOURCE PERMIT PLANS
FOR
LaMorada

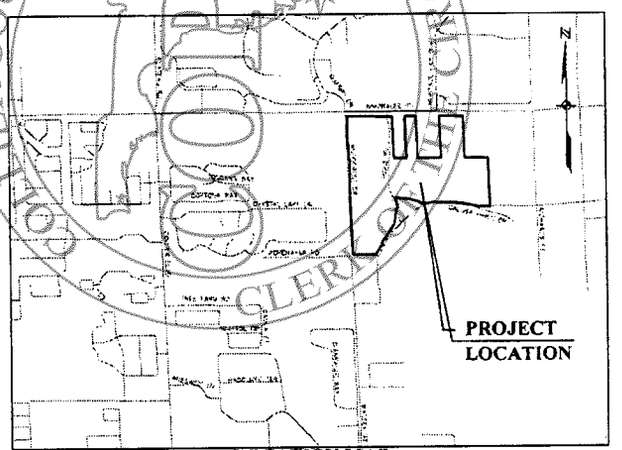


PROJECT LOCATION

INDEX OF PLANS

SHEET NO.	DESCRIPTION
C-01	COVER SHEET
C-02	GENERAL NOTES
C-03	AERIAL AND EXISTING DRAINAGE MAP
C-04	SOILS MAP
C-05	TOPOGRAPHIC MAP
C-06	FLUCFCS MAP
C-07	EROSION CONTROL PLAN
C-08	SITE PLAN
C-09 TO C-12	DRAINAGE PLAN
C-13	CONTROL STRUCTURE DETAILS
C-14	DRAINAGE DETAILS
C-15 TO C-16	TYPICAL SECTIONS
R-01	EROSION CONTROL DETAILS
R-02 TO R-05	FDOT DRAINAGE DETAILS

SECTION 25, TOWNSHIP 48 S, RANGE 26 E
COLLIER COUNTY, FLORIDA



LOCATION MAP

0 1,500 3,000
(INTENDED DISPLAY SCALE: 1" = 1,500')

FEBRUARY 2015

SIZE OF PARCEL
± 207.01 ACRES

COLLIER COUNTY FOLIO NUMBERS
00191882001

COUNTY COMMISSIONERS
DISTRICT 1 - DONNA FIALA
DISTRICT 2 - GEORGIA A. HILLER, ESQ.
DISTRICT 3 - TOM HENNING
DISTRICT 4 - PENNY TAYLOR
DISTRICT 5 - TIM NANCE

SERVICE PROVIDERS

JOHNSON ENGINEERING

2330 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9100
E.B. 8142

REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 60024

JARED R. BROWN, P.E.

DATE

SFWMD ERP SUBMITTAL

SHEET NUMBER C-01

Exhibit 2.0
Application No. 141010-5
Page 1 of 21

ABBREVIATIONS

ABV	ABOVE
ALT	ALTERNATE
ASPHALT	ASPHALTIC
ASB	ASBESTOS
BM	BENCH MARK
BLDG	BUILDING
BOTT	BOTTOM
CB	CATCH BASIN
CF	CUBIC FEET
CFM	CUBIC FEET PER MINUTE
CIP	CAST IRON PIPE
CJ	CONSTRUCTION JOINT
CMP	CORRUGATED METAL PIPE
CL	CENTERLINE
CO	CENTER WHERE
CONC	CONCRETE
CY	CUBIC YARD
CLF	CHAIN LINK FENCE
CL/CNL	CHANNEL CANAL
CONST	CONSTR
CONSTR	CONSTRUCTION
CONTR	CONTRACTOR
CONTIN	CONTINUE
CORR	CORRUGATED
DIA	DIAMETER
DW	DRIVEWAY
DWG	DRAWING
DIST	DISTANCE
DUCTILE IRON PIPE	
DE	DRAINAGE EASEMENT
DRAWING	
E	EAST
EL	ELEVATION
EQUIP	EQUIPMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EXIST	EXISTING
FF	FINISHED FLOOR
FFE	FINISHED FLOOR ELEVATION
FSM	FLARE SLOPE MITER
FDC	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION
FRPP	FIBERGLASS REINFORCED PLASTIC
FT	FEET
GAS	NATURAL GAS
GC	GENERAL CONTRACTOR
GALV	GALVANIZED IRON
GPM	GALLONS PER MINUTE
GV	GATE VALVE
GRADE	
GRAD	GRADING
HDW	HARDWARE
HRWL	HEADWALL
HDPE	HIGH DENSITY POLYETHYLENE
HORIZ	HORIZONTAL
HYD/FH	HYDRANT
INSIDE DIAMETER	
LOW DRAINAGE DISTRICT	
INVERT	
INSULATION	
LAKE ACCESS EASEMENT	
LEE COUNTY UTILITY EASEMENT	
LINEAL FEET	
LAKE MAINTENANCE EASEMENT	
MEDIAN CALIBRE PIPE DIAM	
MANHOLE	
MECH	MECHANICAL JOINT
MJ	ALUMINUM
MET	METAL/METALLIC
MITERED END SECTION	
MFR	MANUFACTURED
MH	MANHOLE
MISC	MISCELLANEOUS
NAT	NATURAL
NTS	NOT TO SCALE
NWL	NORTH
NORM	NORMAL
NG	NATURAL GAS
OC	ON CENTER
OE	OR EQUAL EACH WAY
OD	OUTSIDE DIAMETER
PE	POLYETHYLENE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PE	POLYETHYLENE
PROP	PROPERTY
PC	POINT OF CURVATURE
PCL	PROPOSED CANAL LINE
PL	PROPERTY LINE
PVMT	PAVEMENT
PLYWD	PLYWOOD
POTW	POTABLE WATER
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
PI	POINT OF VERTICAL INTERSECTION
QUANTITY	
RADIUS	
RCP	REINFORCED CONCRETE PIPE
REQ	REQUIRED
ROW	RIGHT OF WAY
RL	RIDGE LINE
R/W	RIGHT OF WAY
S	SOUTH
SE	SOUTHEAST
SW	SOUTHWEST
SAN	SANITARY SEWER
SANIT	SANITARY
SEC	SECTION
SECTION	
SHT	SHEET
SPEC	SPECIFICATION
SQ/SQ	SQUARE
ST	STREET
STA/STN	STATION
STD	STANDARD
STANDARDS	
SYM	SYMBOL
SYMMETRICAL	
TOE OF SLOPE	
TOP OF BANK	
TEMP	TEMPORARY
TEMPERATURE	
TYPICAL	
UTILITY EASEMENT	
VERTICAL	
VERT	VERTICAL
W	WATER
WM	WATER MAIN
WITH	
WITHOUT	
WOOD	
WEIGHT	
WWM	WATER MAIN
WV	WATER VALVE
WHY	WELL HYDRANT

SYMBOLS

- SATE VALVE
- TEE ASSEMBLY
- REDUCER
- BLOW OFF
- FIRE HYDRANT
- FIRE HYDRANT ASSEMBLY W/ GATE VALVE
- MITERED END SECTION
- MANHOLE W/ NUMBER
- FLEX VALVE
- IRRIGATION SERVICE GROUNDED
- IRRIGATION SERVICE STRAIGHT
- SEWER SERVICE STR/ELB
- SEWER SERVICE CROSS
- WATER SERVICE STR/ELB
- WATER SERVICE CROSS
- HEADWALL
- CHECK VALVE (SEE PLAN FOR TYPE)
- THROAT INLET
- FLARED END SECTION

HATCH PATTERNS

- WETLAND
- EXISTING LAKE
- FUTURE DEVELOPMENT
- RECOMMENDED LAKE
- UPLAND PRESERVE
- LITTORAL SHELF AREA
- INDIGENOUS AREA
- RIPRAP / GRAVEL
- NATURAL AREA
- BERM / SWALES
- FILTER MARSH
- PRESERVE

NOTE: HATCH PATTERNS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL HATCH PATTERNS OR SPACING MAY VARY IN SCALE & ANGLE

LINETYPES

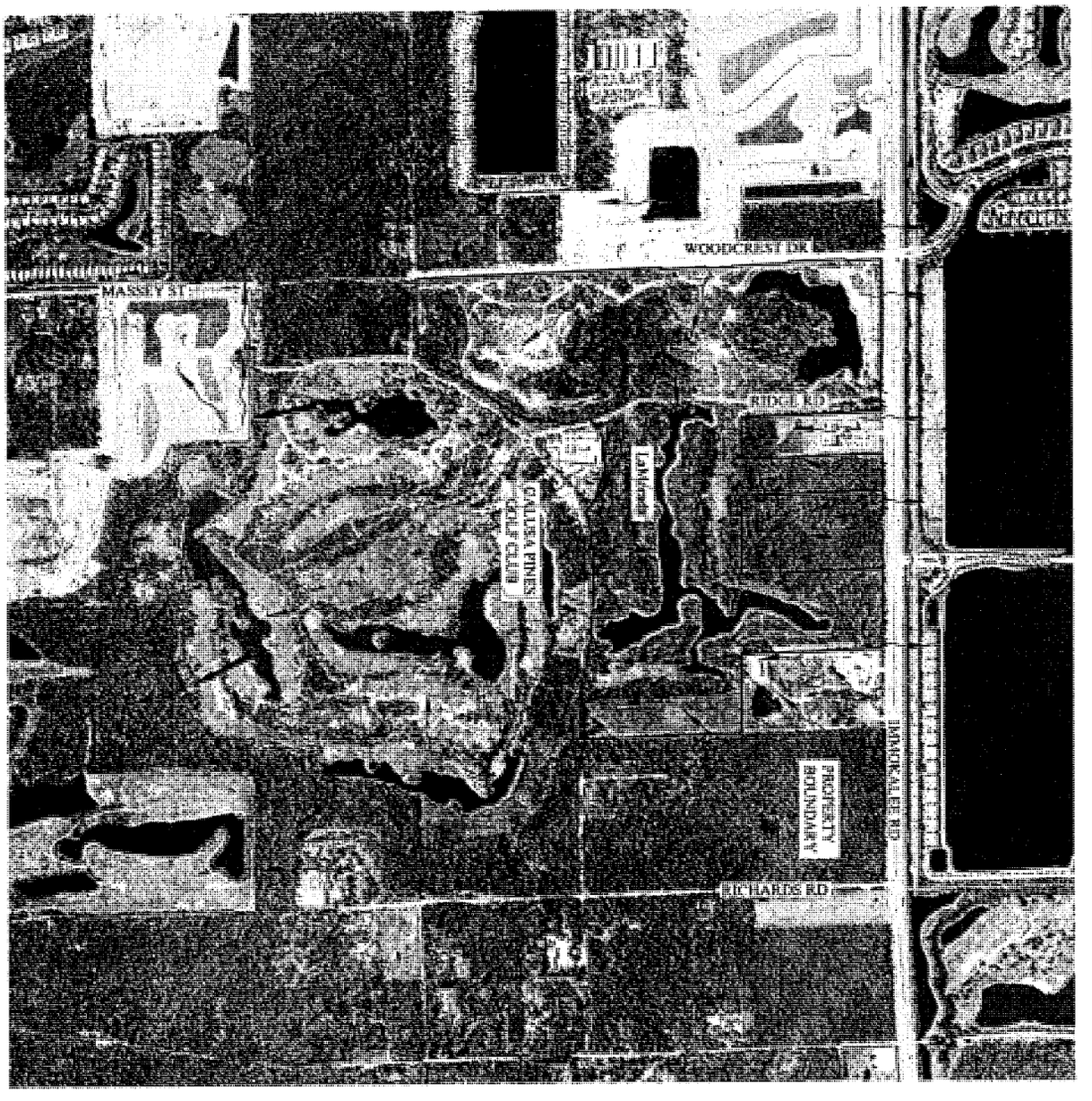
	EXISTING	PROPOSED
RIGHT-OF-WAY LINE		
CENTER LINE		
LAKE MAINTENANCE EASEMENT		
PUBLIC UTILITY EASEMENT		
DRAINAGE EASEMENT		
ROADWAY EASEMENT		
FORCE MAIN		FM
SANITARY SEWER		SS
WATER MAIN		WM
IRRIGATION MAIN		IRR
RE-USE MAIN		RU
REMOVED MAIN		
FENCE LINE		
SILT FENCE		
RUNNING		
STRUCTURAL BUFFER		

GENERAL NOTES:

1. ELEVATIONS ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929. TO CONVERT TO NAVD 88, SUBTRACT 1.71'.
2. THE REVIEW AND APPROVAL OF IMPROVEMENT PLANS DOES NOT AUTHORIZE THE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH THE EXISTING EASEMENTS OF RECORD.
3. EASEMENTS DEPICTED ARE FOR INFORMATIONAL PURPOSES ONLY. ACTUAL EASEMENTS TO BE RECEIVED ARE DEPICTED ON THE PLAT ENTITLED
4. THE LOCATION OF EXISTING UTILITIES, EASEMENT, VEGETATION, AND MISCELLANEOUS IMPROVEMENTS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR
5. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PRESERVED. IF A CORNER MONUMENT IS IN DANGER OF BEING DISTURBED AND HAS NOT BEEN PROPERLY REFERENCED, THE SURVEYOR UNDER NOTIFY THE OWNER IMMEDIATELY.
6. EXISTING FACILITIES SHALL BE RESTORED TO A CONDITION EQUIVALENT TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION, AT NO ADDITIONAL COST TO OWNER
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION), COLLIER COUNTY DEVELOPMENT STANDARDS AND SPECIFICATIONS AND COLLIER COUNTY UTILITIES REQUIREMENTS.
8. LOCATIONS OF INLETS AND CROWN GRADES MAY BE FIELD ADJUSTED TO AVOID/SAVE EXISTING VEGETATION.
9. THE CONTRACTOR IS REQUIRED TO ADJUST ALL VALVE BOXES, MANHOLE RIMS, WATER, ETC. AS NECESSARY TO MATCH FINISHED GRADES.
10. CONTRACTOR TO PROVIDE SILT FENCE, STAKED HAY BALES AND OTHER APPROPRIATE MEASURES TO PROTECT THE POTENTIAL OF SURFACE WATER FLOWS AND TO PROVIDE EROSION PROTECTION DURING CONSTRUCTION ACTIVITIES. PROTECTION AT TOE MUST BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED AREAS HAVE BEEN STABILIZED WITH GRASS OR SUITABLE EROSION PROTECTION TREATMENT.
11. ALL UNPAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS NOTED.
12. EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE MAINTAINED DURING CONSTRUCTION.
13. CONTRACTOR SHALL RETAIN, ON THE WORK SITE, COPIES OF ANY PERMITS NECESSARY FOR CONSTRUCTION
14. CONTRACTOR SHALL PROMPTLY REPORT ALL FIELD CHANGES TO THE ENGINEER.
15. CONTRACTOR SHALL CLEAR ALL EXCAVATION AND FILL AREAS, ARTICAL LIMITS OF CLEARING SHALL BE DETERMINED IN THE FIELD BY OWNER OR ENGINEER.
16. CONTRACTOR SHALL REMOVE ALL WOOD AND OTHER UNSUITABLE MATERIAL FROM FILL AREAS PRIOR TO PLACEMENT OF FILL MATERIAL. ALL WOOD AND OTHER UNSUITABLE MATERIAL EXCAVATED FROM LAKES OR REMOVED FROM FILL AREAS SHALL BE STOCKPILED AT THE PROPOSED PROJECT AS DETERMINED BY THE OWNER.
17. SITE GRADES MAY BE ADJUSTED, IN FIELD, BY ENGINEER.
18. LOCATION OF STORM DRAINAGE HEADWALLS ARE SUBJECT TO MODIFICATION IN THE FIELD BY OWNER OR ENGINEER TO PRESERVE EXISTING VEGETATION.
19. CONTRACTOR SHALL USE DESIGNATED CONSTRUCTION ENTRANCES FOR DELIVERIES AND DELIVERY OF MATERIALS.
20. THE CONTRACTOR IS ENTITLED TO EARTH AND STORM TECHNICAL DRAWING ON THIS PLAN HAVE BEEN TAKEN FROM FIELD MEASUREMENTS AND INTERPOLATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXACT LOCATION PRIOR TO CONSTRUCTION AND PRIOR TO ORDERING ANY IMPROVEMENTS OR THE CONTRACT.
21. ALL CONSTRUCTION, GRATE INLET AND JUNCTION BOX INLETS SHALL BE CONNECTED WITH FILTER FABRIC (SIMILAR TO MIRAFI 140N) EXPANSION JOINTS AT BOTH ENDS AND TIED FROM PULLING INTO THE INLET.
22. CONTRACTOR IS REQUIRED TO OBTAIN FROM THE ENGINEER AND OWNER WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT SITE. TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH THE FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE MEASURES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND UTILITY OCCUPANCY.
24. CONTRACTOR SHALL USE DRY WEED AND MULCH ALL CUL-DE-SAC AND MEDIAN ISLANDS.
25. ALL EXCESS EXCAVATED AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF SITE IN ACCORDANCE WITH APPROVED REGULATIONS.
26. ALL EXISTING DRAINAGE IMPROVEMENTS ASSOCIATED WITH THE CURRENT PHASE OF DEVELOPMENT, INCLUDING PERIMETER BERMS, SERVICE ROADWAYS AND OUTFALL SYSTEMS AND ON-SITE PERMITTED SWALES SHALL BE COMPLETED AND OPERATIONAL PRIOR TO COMMENCEMENT OF CONSTRUCTION OF FUTURE IMPROVEMENTS.
27. THIS PROJECT IS ZONED: MPUD – RETAINING LANDS AND MAY BE DEVELOPED UTILIZING TRANSFER OF DEVELOPMENT RIGHTS (TDR'S).

ROADWAY PAVING NOTES

1. THE MINIMUM ALLOWABLE SUBGRADE SHALL HAVE A L.B.R. OF 40 AND SHALL BE COMPACTED TO NOT LESS THAN 100% DENSITY AS DETERMINED BY AASHTO T-180.
2. THE COMPACTED LIME ROCK BASE SHALL HAVE A L.B.R. OF 100 AND SHALL BE PLACED IN TWO (2) LIFTS, WITH EACH LIFT COMPACTED TO NOT LESS THAN 98% DENSITY AS DETERMINED BY AASHTO T-180.
3. LIME ROCK BASE SHALL BE PRIMED IN ACCORDANCE WITH SECTION 300-5 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION).
4. ONE (1) FIELD DENSITY TEST SHALL BE REQUIRED EVERY 300 L.F. OR PART THEREOF, ON THE FINISHED SUBGRADE MATERIAL OR LIFT OF LIME ROCK BASE MATERIAL.
5. THE FIELD DENSITY AS DETERMINED BY AASHTO T-180.
6. FLOW ACROSS DRIVEWAYS SHALL HAVE A CONTINUOUS SLOPE FROM EDGE OF PAVEMENT TO MATCHING ROAD OR SWALE GRADE. FLOW ACROSS DRIVEWAYS SHALL NOT BE ALLOWED WHERE THE SLOPE FROM BACK OF SIDEWALK TO BACK OF CURB EXCEEDS 12%.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT WATER UNDISTURBED FROM THE SITE DURING CONSTRUCTION SHALL NOT BE CARRIED ONTO ADJACENT PROPERTIES. SPECIFICALLY, THE CURRENTS



LEGEND

OUTFALL STRUCTURES

DIRECTION OF EXISTING FLOW

0 200 400 800

(INTENDED DISPLAY SCALE 1"=400')

NOTE:
AERIAL IMAGERY IS FROM COLLIER COUNTY PROPERTY APPRAISER'S OFFICE AND WAS TAKEN ON DECEMBER 16, 2013.

AERIAL AND EXISTING DRAINAGE MAP

C-03

REVISIONS

NO.	DESCRIPTION	DATE

DATE: OCTOBER, 2014
PROJECT NO: 2014001.00E
FILE NO:
SCALE: AS SHOWN

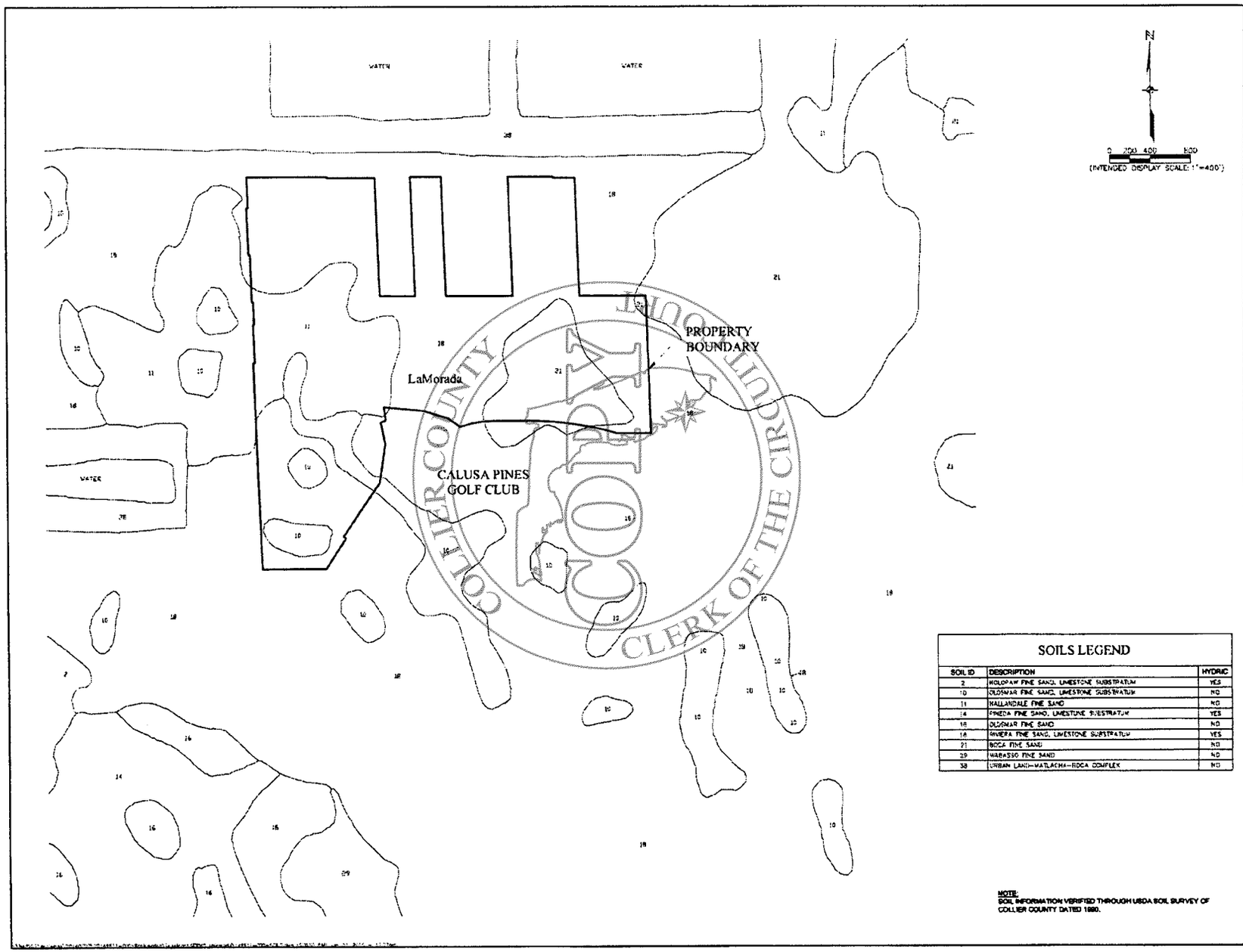
LaMorada

COLLIER COUNTY, FLORIDA

WCI COMMUNITIES, LLC

JOHNSON ENGINEERING

Exhibit 2.0
Application No. 141010-04
Page 3 of 21



SOILS LEGEND

SOIL ID	DESCRIPTION	HYDRIC
2	HOLOPAW FINE SAND, LIMESTONE SUBSTRATUM	YES
10	OLDSMAR FINE SAND, LIMESTONE SUBSTRATUM	NO
11	HALLANDALE FINE SAND	NO
14	PINEDA FINE SAND, LIMESTONE SUBSTRATUM	YES
16	OLDSMAR FINE SAND	NO
18	RIVIERA FINE SAND, LIMESTONE SUBSTRATUM	YES
21	BOCA FINE SAND	NO
29	WABASSO FINE SAND	NO
38	URBAN LAND—MATLACHA—BOCA COMPLEX	NO

NOTE:
SOIL INFORMATION VERIFIED THROUGH USDA SOIL SURVEY OF COLLIER COUNTY DATED 1990.

JOHNSON ENGINEERING

WCI COMMUNITIES, LLC

LaMorada
COLLIER COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE

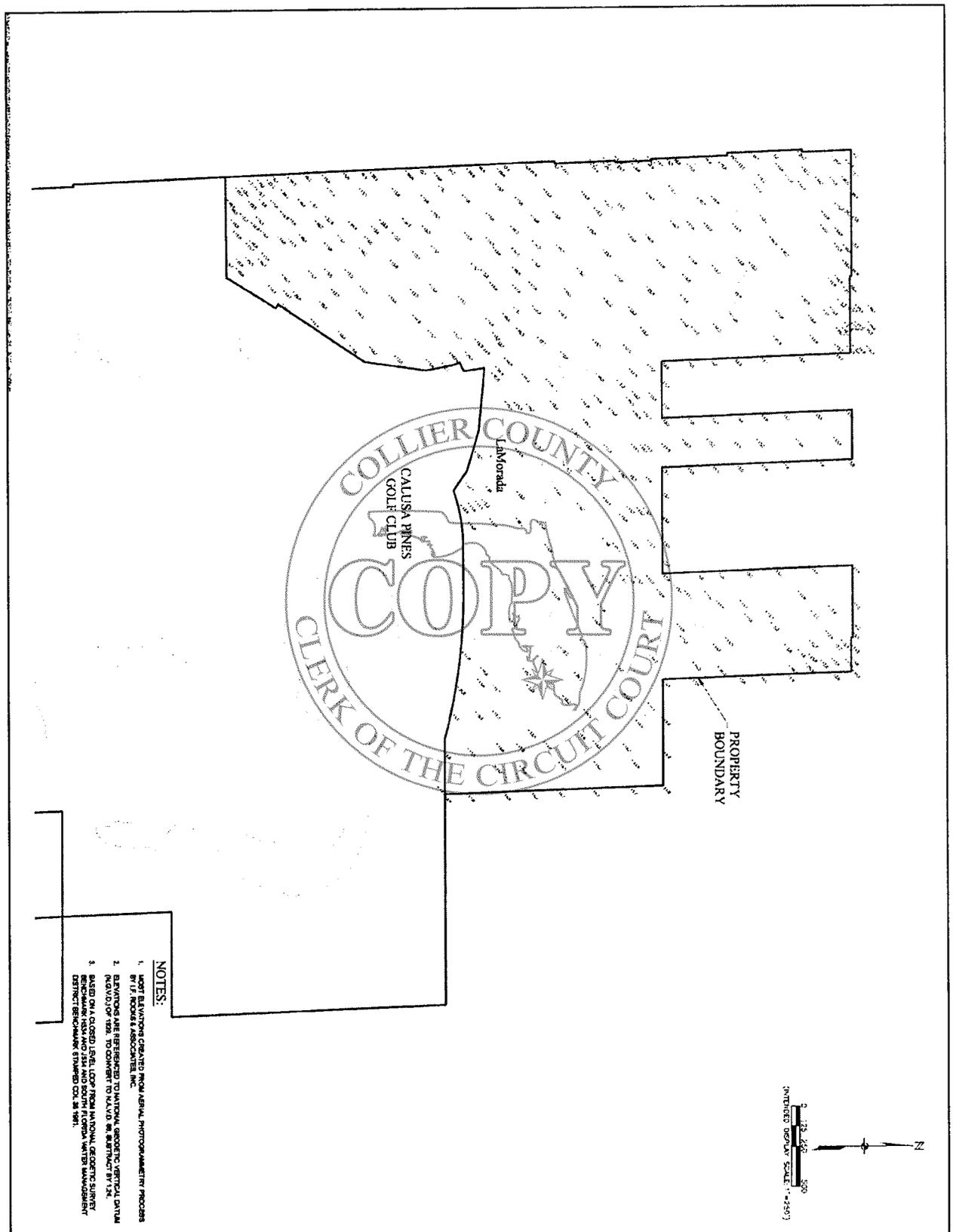
DATE: OCTOBER 2014
PROJECT NO. 20140811-000
FILE NO. 25-49-26
SCALE: AS SHOWN

SOILS MAP

SHEET NUMBER
C-04

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

Exhibit 2.0
Application No. 141010-5
Page 4 of 21



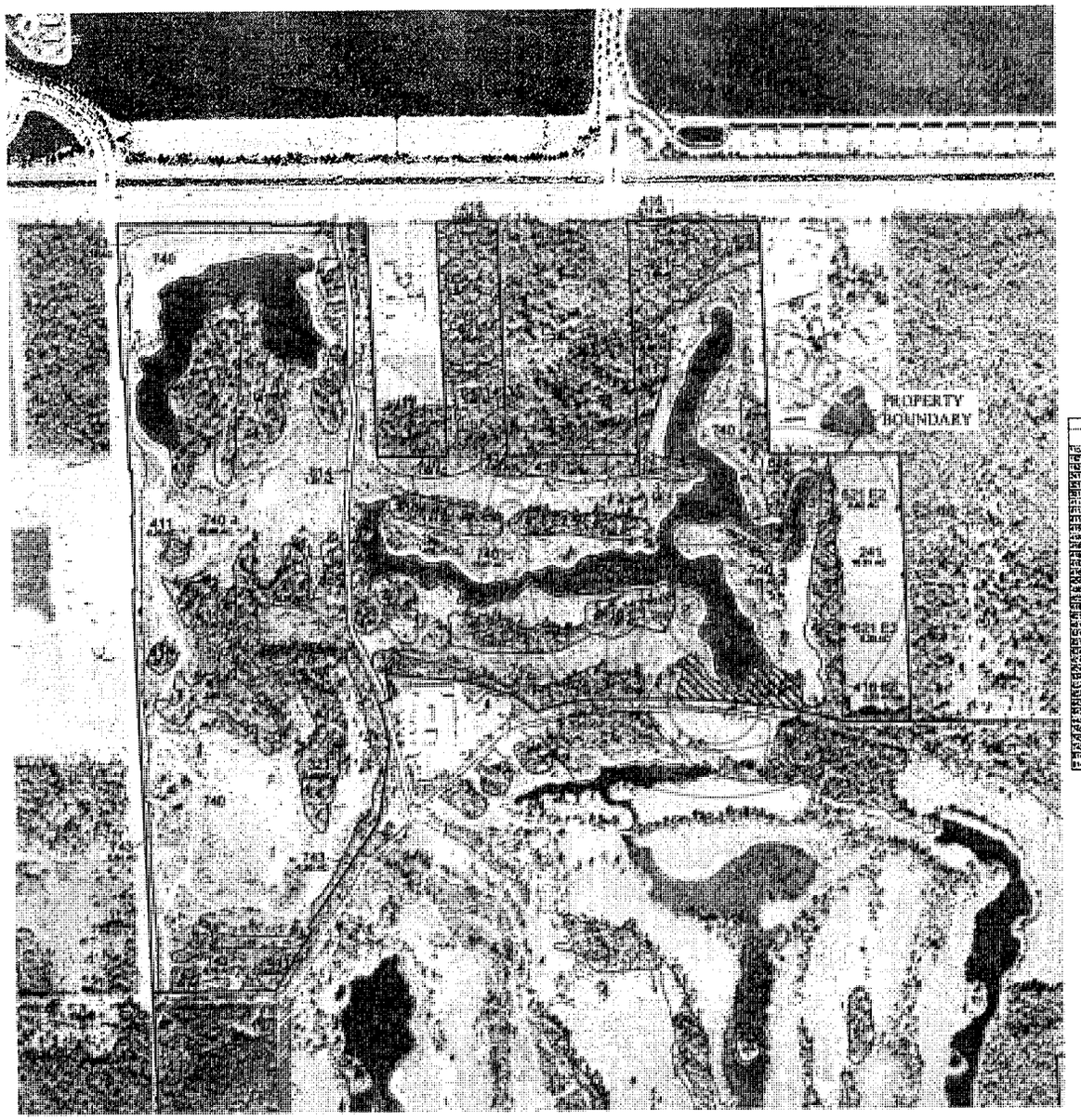
TOPOGRAPHIC MAP	LaMorada COLLIER COUNTY, FLORIDA	WCI COMMUNITIES, LLC	KIMLEY-HORN ENGINEERING

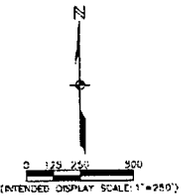
REVISIONS

NO	DESCRIPTION	DATE

DATE: OCTOBER 2014
PROJECT NO: 2014-0011-000
FILE NO: 35-48-26
SCALE: AS SHOWN

SHEET NUMBER: C-05





FLUCFCS TABLE

FLUCFCS CODE	DESCRIPTION	ACREAGE	STATE STATUS	NATIVE VEG.
[illegible]	[illegible]	0.00	U	Y
[illegible]	GOLF COURSE AND ASSOCIATED FEATURES	0.00	U	N
[illegible]	NATIVE TREES WITHIN THE GOLF COURSE	0.00	U	N
[illegible]	TREE NURSERY	10.31	U	N
[illegible]	PALMETTO	2.75	U	Y
[illegible]	PALMETTO W/ EXOTICS 5-24%	0.00	U	Y
[illegible]	PINE FLATWOODS	4.00	U	Y
[illegible]	PINE FLATWOODS W/ EXOTICS 5-24%	0.00	U	Y
[illegible]	PINE FLATWOODS W/ EXOTICS 25-49%	0.00	U	Y
[illegible]	USED PINE W/ EXOTICS 25-49%	0.00	U	Y
[illegible]	PINE W/ GRAMINOID UNIVERSITY	16.10	U	Y
[illegible]	PINE W/ GRAMINOID W/ EXOTICS 5-24%	0.00	U	Y
[illegible]	PINE W/ GRAMINOID W/ EXOTICS 25-49%	7.39	U	Y
[illegible]	PINE W/ GRAMINOID W/ EXOTICS 50-75%	7.39	U	Y
[illegible]	PINE W/ GRAMINOID UNDERSTORY DISTURBED W/ EXOTICS 5-24%	0.00	U	Y
[illegible]	MELALEUCA	0.00	U	N
[illegible]	CABBAGE PALM	0.00	U	Y
[illegible]	POND	0.00	OSW	N
[illegible]	HYDRIC MELALEUCA	0.00	W	N
[illegible]	CYPRESS, JURISDICTIONAL	6.33	W	Y
[illegible]	CYPRESS, NON JURISDICTIONAL	0.57	U	Y
[illegible]	CYPRESS W/ EXOTICS 25-49%	1.50	U	Y
[illegible]	CYPRESS W/ EXOTICS 50-75%	0.33	U	Y
[illegible]	USED PINE AND CYPRESS	4.00	U	Y
[illegible]	PINE AND CYPRESS DISTURBED DURING EXOTIC REMOVAL	0.00	U	Y
[illegible]	USED PINE W/ CYPRESS 5-24%	0.00	U	Y
[illegible]	USED PINE W/ CYPRESS 25-49%	4.07	U	Y
[illegible]	PINE AND CYPRESS, JURISDICTIONAL W/ EXOTICS 25-49%	0.00	W	Y
[illegible]	USED PINE W/ CYPRESS 50-75%	3.33	U	Y
[illegible]	PREVIOUSLY FORESTED SHRUB AND BRUSH	1.58	U	Y
[illegible]	SHRUB AND BRUSH W/ EXOTICS 10-34%	0.00	U	Y
[illegible]	PREVIOUSLY FORESTED SHRUB AND BRUSH W/ EXOTICS 50-75%	0.00	W	Y
[illegible]	PREVIOUSLY CLEARED/DISTURBED LAND	102.60	U	N
[illegible]	BORROW AREA	22.48	OSW	N
[illegible]	SPOIL/BERM	0.00	U	N
[illegible]	PAVED ROAD	1.81	U	N
[illegible]	DIRT ROAD	0.00	U	N
	TOTAL	207.01		

* = JURISDICTIONAL WETLAND (221.62 AC.)

WETLANDS

FLUCFCS 740 (UTILITY EASEMENT) (2.76 AC.) PERMITTED AND CONSTRUCTED BY COLLIER COUNTY UNDER DEP PERMIT 11-0313428-001 AND ACOE PERMIT SAJ-2012-02353 IN THE FALL OF 2012.

NOTES:

1. AERIAL IMAGERY IS FROM COLLIER COUNTY PROPERTY APPRAISER'S OFFICE AND WAS TAKEN ON DECEMBER 18, 2013.
2. NOMENCLATURE AND DELINEATIONS AS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS), (FDOT, 1999).
3. THE FLUCFCS LINES AND ACREAGES HAVE BEEN ESTIMATED FROM A 2005 FLORIDA DIGITAL AERIAL IMAGE, AND ARE APPROXIMATE.
4. INITIAL FLUCFCS INFORMATION PROVIDED BY WILSON MILLER, INC. THE FLUCFCS LINES AND ACREAGES HAVE BEEN MODIFIED BY JOHNSON ENGINEERING TO REFLECT CHANGES IN LAND USE AND EXOTIC COVERAGE THAT HAVE OCCURED SINCE ORIGINAL PERMITTING.
5. THE BOUNDARY WAS ESTABLISHED FROM A SURVEY BY JOHNSON ENGINEERING, WITH A FIELD DATE OF APRIL 21, 2006.
6. LIMITS OF WETLAND JURISDICTION WERE VERIFIED BY SFWMD STAFF ON AUGUST 16, 2006.

JOHNSON ENGINEERING

WCI COMMUNITIES, LLC

LaMorada

COLLIER COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE

DATE: OCTOBER 2014
PROJECT NO. 30149911-000
FILE NO. 26-48-26
SCALE: AS SHOWN

FLUCFCS MAP

SHEET NUMBER
C-06

Exhibit 2.0
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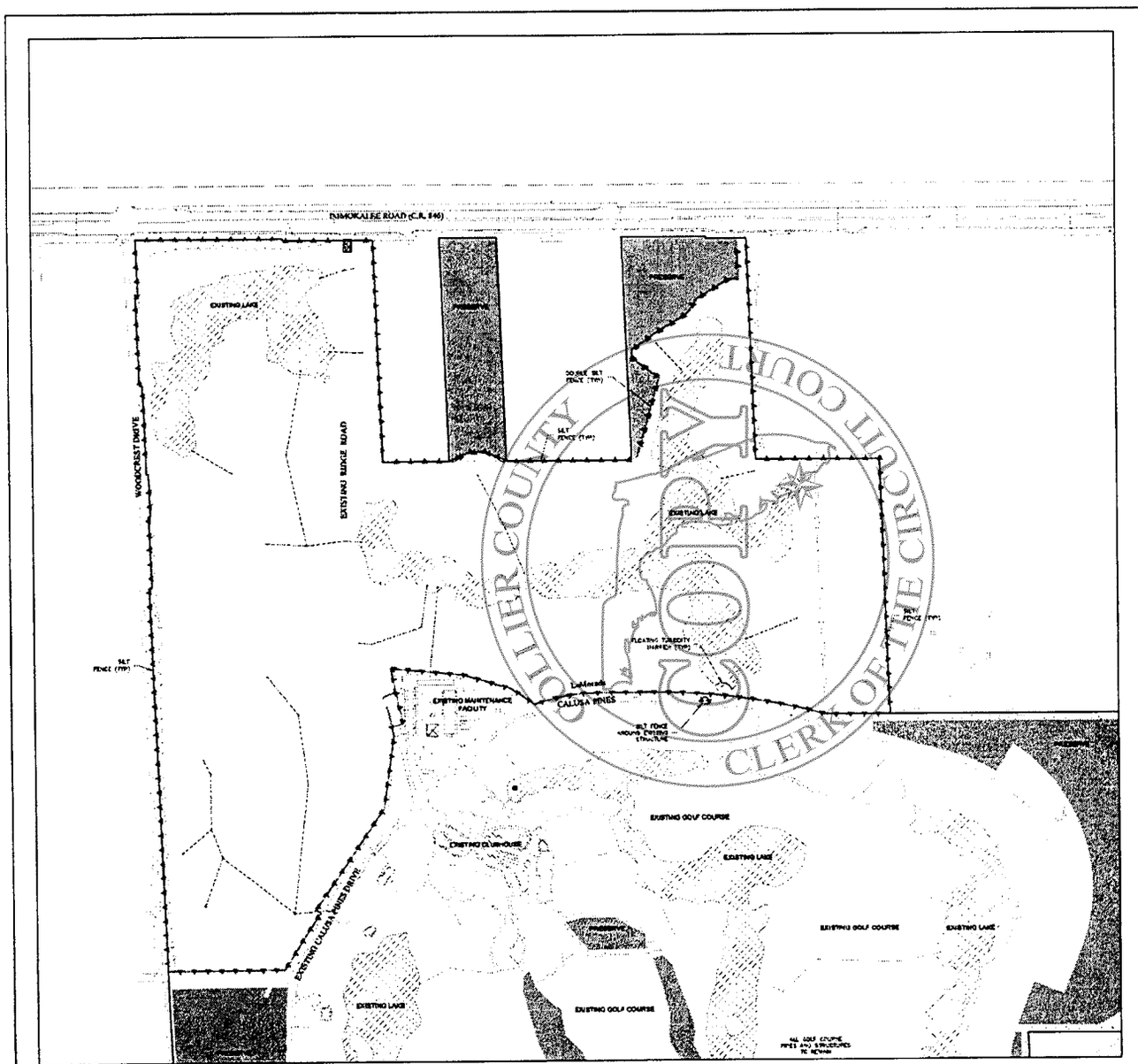

N

0 125 250 500

(INTENDED DISPLAY SCALE: 1"=250')

LEGEND

PRESERVE

EXISTING LAKE

CLEARING AND EROSION CONTROL NOTES:

1. ALL PROHIBITED EXOTIC VEGETATION SHALL BE REMOVED FROM THE SITE AND IT SHALL BE MAINTAINED FREE OF EXOTICS IN PERPETUITY.
2. THE REVIEW AND APPROVAL OF IMPROVEMENT PLANS DOES NOT AUTHORIZE THE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EASEMENTS OF RECORD.
3. THE PROPERTY OWNER IS RESPONSIBLE FOR REPLACEMENT OF ALL DEAD LANDSCAPE MATERIAL AND FOR MAINTENANCE OF THE REQUIRED IRRIGATION SYSTEM.
4. NO EXISTING NATIVE VEGETATION WILL BE RETAINED IN THE CLEARED AREA. CONTRACTOR IS TO CLEAR & FILL LOTS DURING THE EXCAVATION OF THE LAKES.
5. BARRICADES AND SILT BARRIERS WILL REMAIN IN PLACE UNTIL FINAL GRADING AND SEEDING OR SODDING IS COMPLETE.
6. ALL PROPOSED INLETS SHALL BE PROTECTED WITH FILTER FABRIC DURING CONSTRUCTION.
7. ACCESS POINT SHALL BE A MINIMUM 8" THICK #1 FLOT STONE, AND IS TO EXTEND A MINIMUM OF 50' INTO THE PROJECT.
8. ALL DISTURBED AREAS TO BE STABILIZED WITH SOD OR SEED AND MULCH.
9. ALL PROPOSED EROSION CONTROL MEASURES ARE RECOMMENDED AND MAY BE MODIFIED AS NEEDED BY THE CONTRACTOR.
10. PLASTIC SNOW FENCING WILL BE USED AS A BARRICADE TO PROTECT PRESERVED VEGETATION
11. PROTECTIVE BARRIERS WILL BE INSTALLED AT THE PERIMETER OF PRESERVED VEGETATION AT THE COMMENCEMENT OF ANY SITE IMPROVEMENTS AND WILL REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION. BARRIERS SHALL BE HIGHLY VISIBLE WITH BRIGHTLY COLORED ALL-WEATHER MESH MATERIAL OR EQUIVALENT, AND STAKES SHALL BE NO MORE THAN 10' APART.
12. TEMPORARY SIGNS IDENTIFYING THE PRESERVE SHALL BE PLACED AROUND THE PERIMETER DURING CONSTRUCTION

JOHNSON ENGINEERING

WCI COMMUNITIES, LLC

LaMorada

COLLIER COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE

DATE: OCTOBER 2014
PROJECT NO. 2014WCI1-000
FILE NO. 25-48-26
SCALE: AS SHOWN

EROSION CONTROL PLAN

SHEET NUMBER

C-07

Exhibit 2.0
Application No. 141010-5
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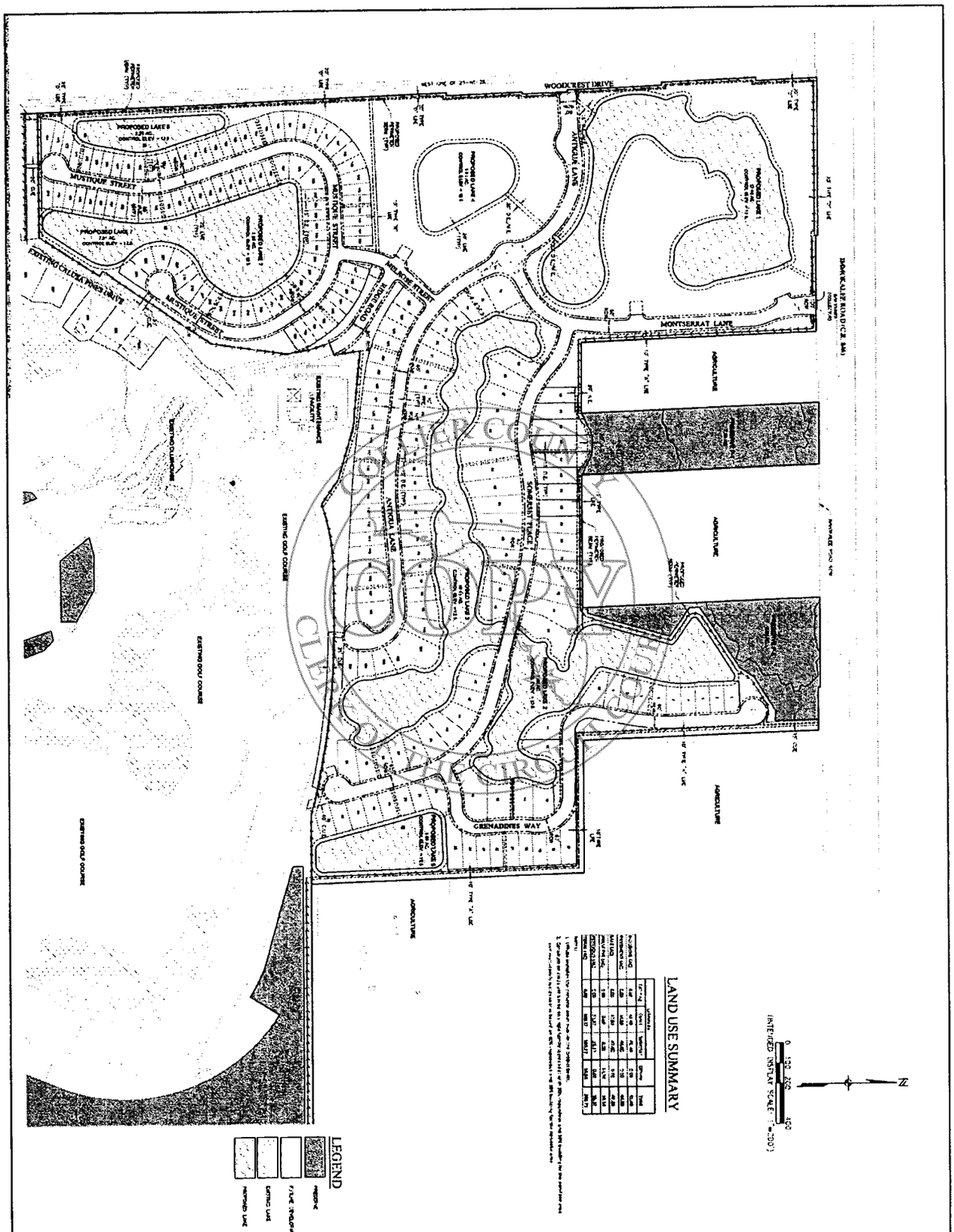
OR 5161 PG 2204



SITE PLAN	REVISIONS NO. / DESCRIPTION / DATE	LaMorada COLLIER COUNTY, FLORIDA	WCI COMMUNITIES, LLC
SHEET NUMBER C-08	DATE: OCTOBER 2014 PROJECT NO. 20141011-000 FILE NO. 20-49-26 SCALE: AS SHOWN		

JOHNSON ENGINEERING

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Application No. 141010-5
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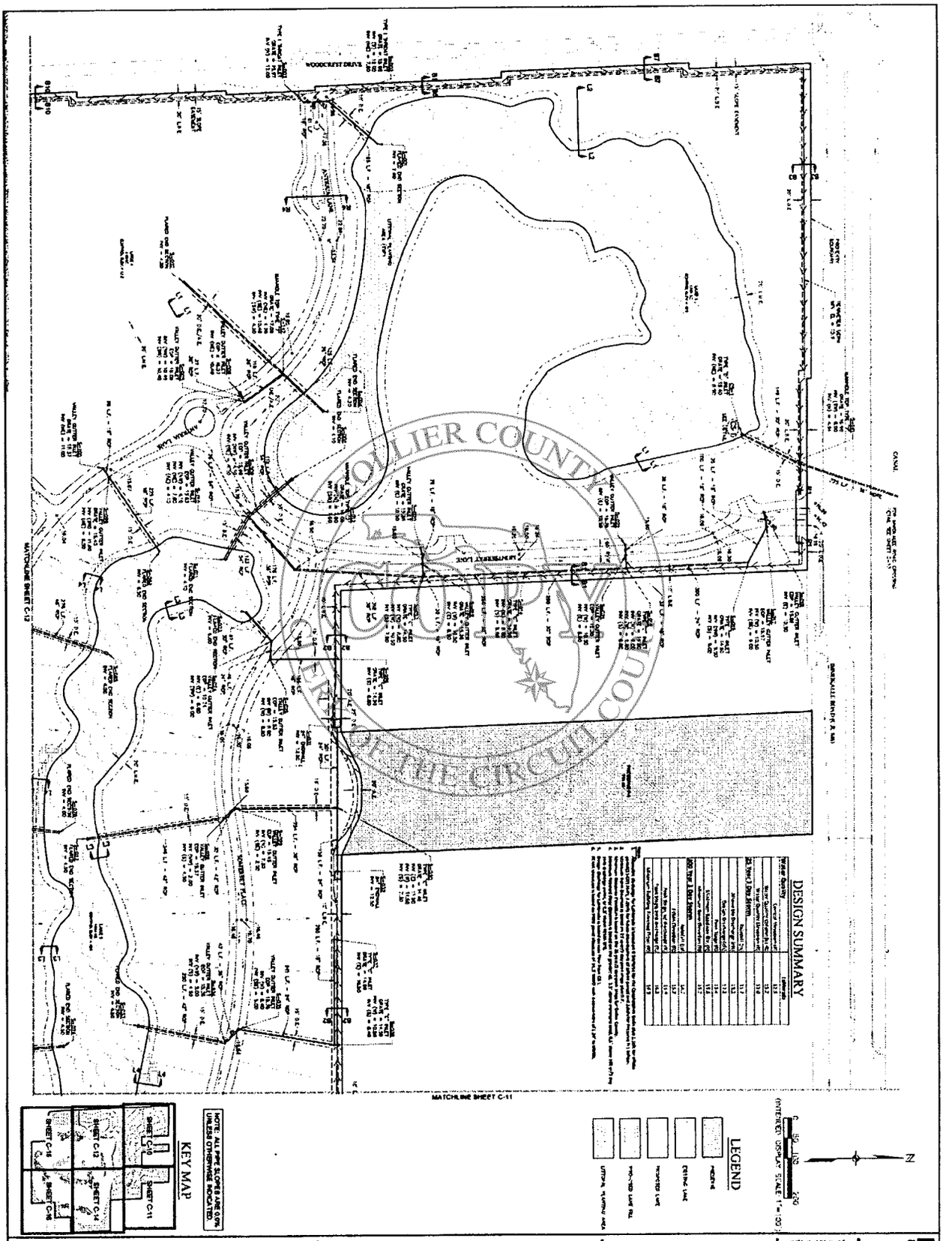
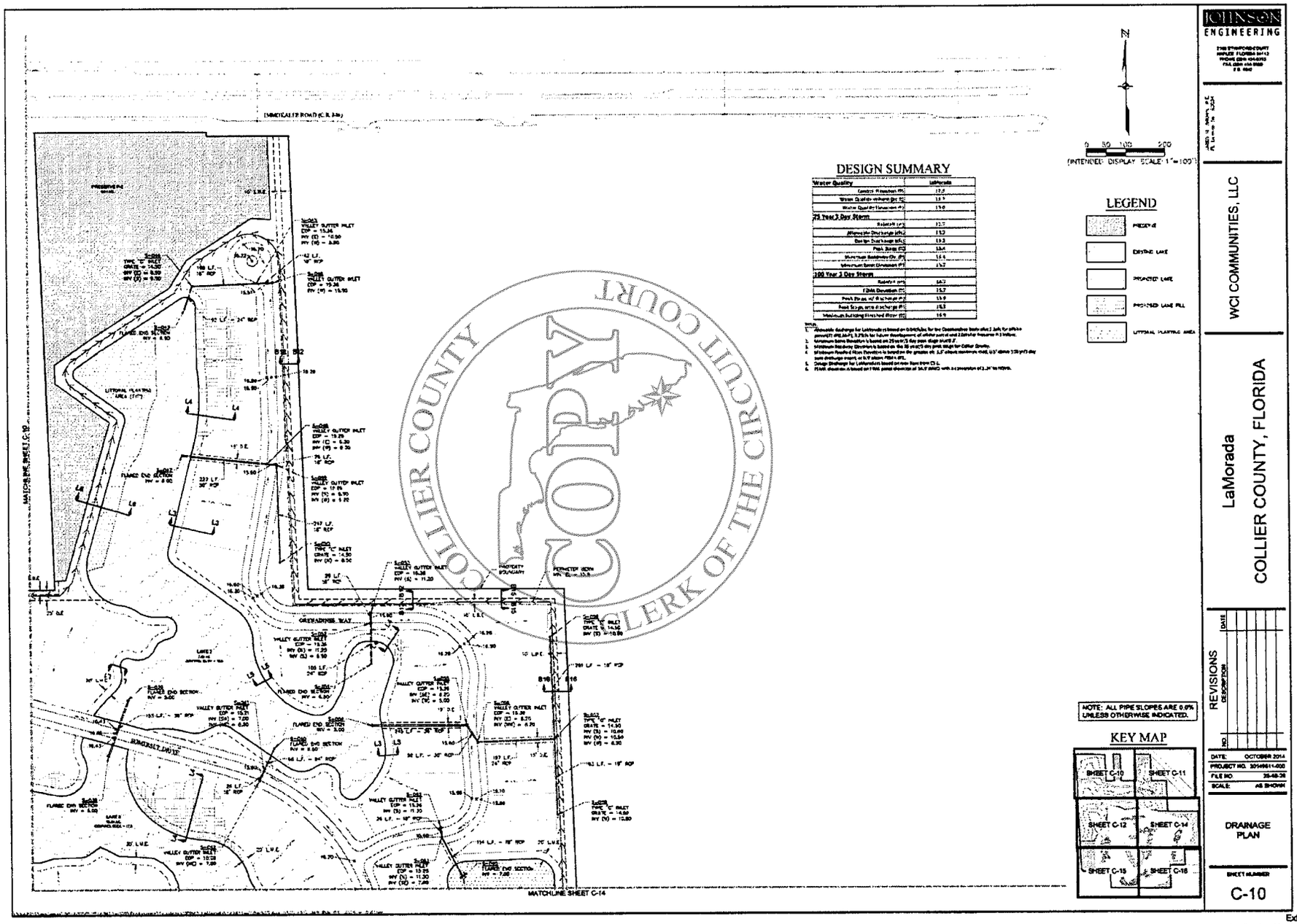


COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY



COLLIER COUNTY CIRCUIT COURT
COPY
CLERK OF THE CIRCUIT COURT

JOHNSON ENGINEERING

WCI COMMUNITIES, LLC

LaMorada
COLLIER COUNTY, FLORIDA

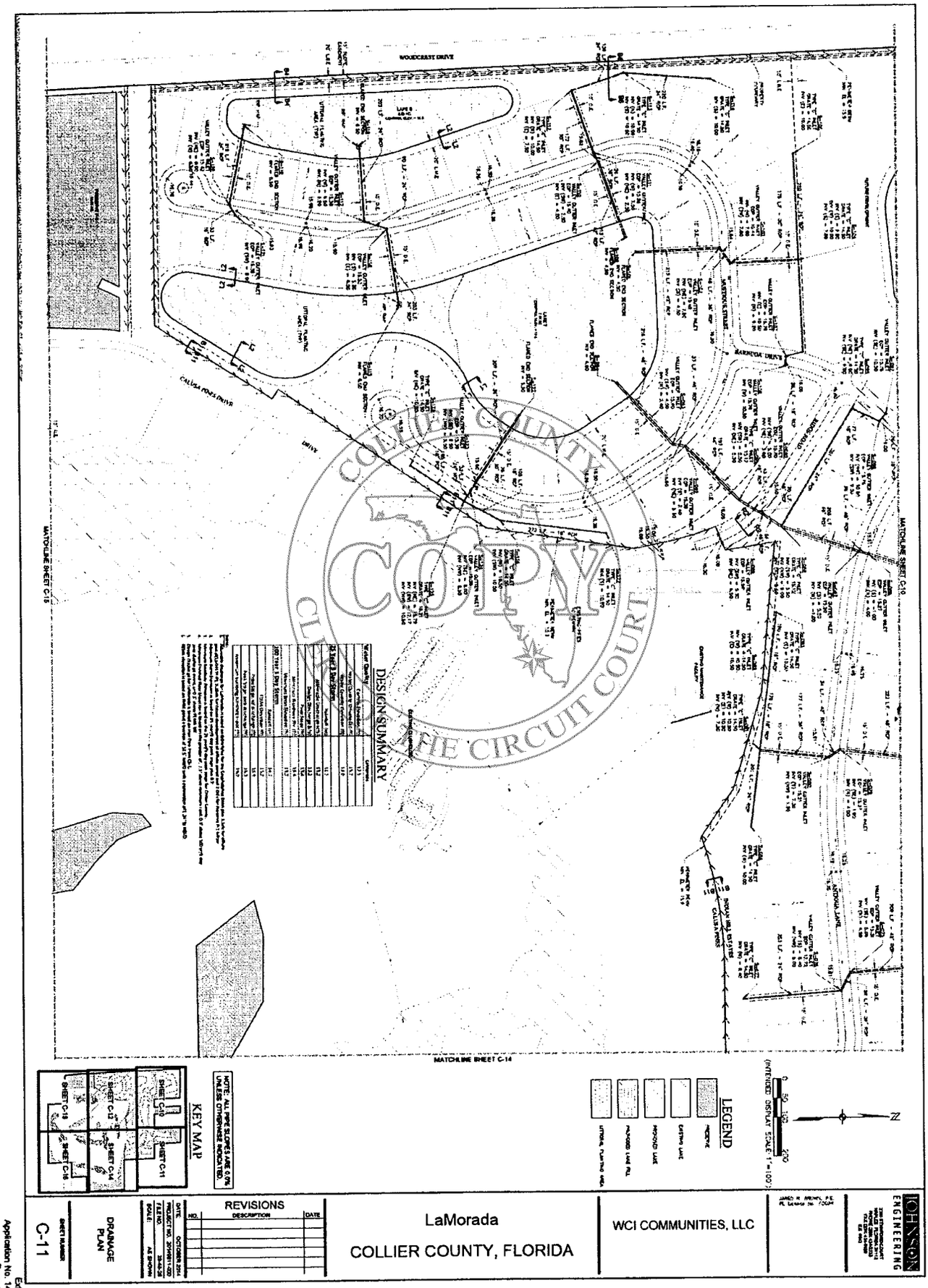
REVISIONS
NO. | DESCRIPTION | DATE

DATE: OCTOBER 2014
PROJECT NO. 30149911.400
FILE NO.
SCALE: AS SHOWN

DRAINAGE PLAN

SHEET NUMBER
C-10

OR 5161 PG 2207



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CLERK OF THE CIRCUIT COURT

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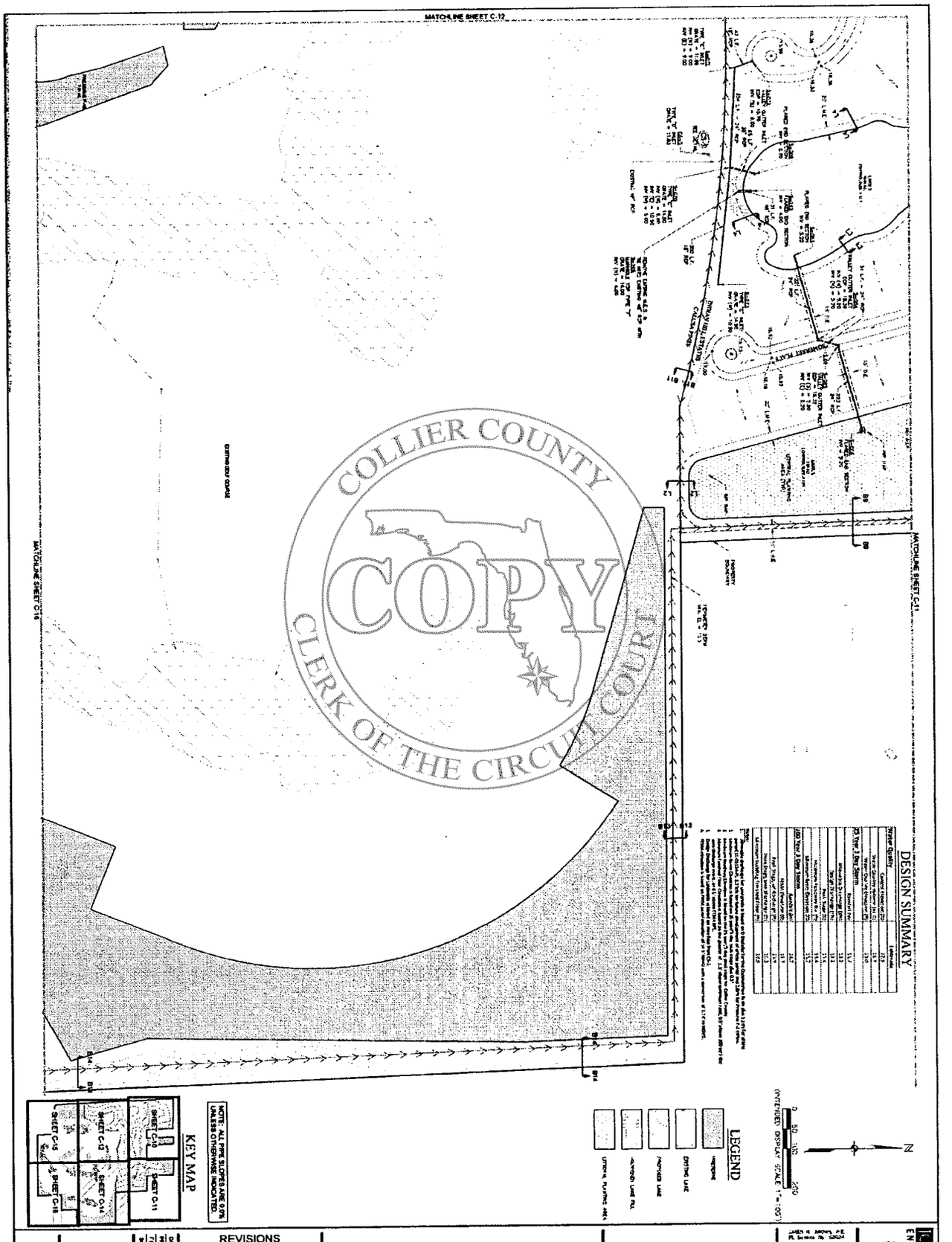
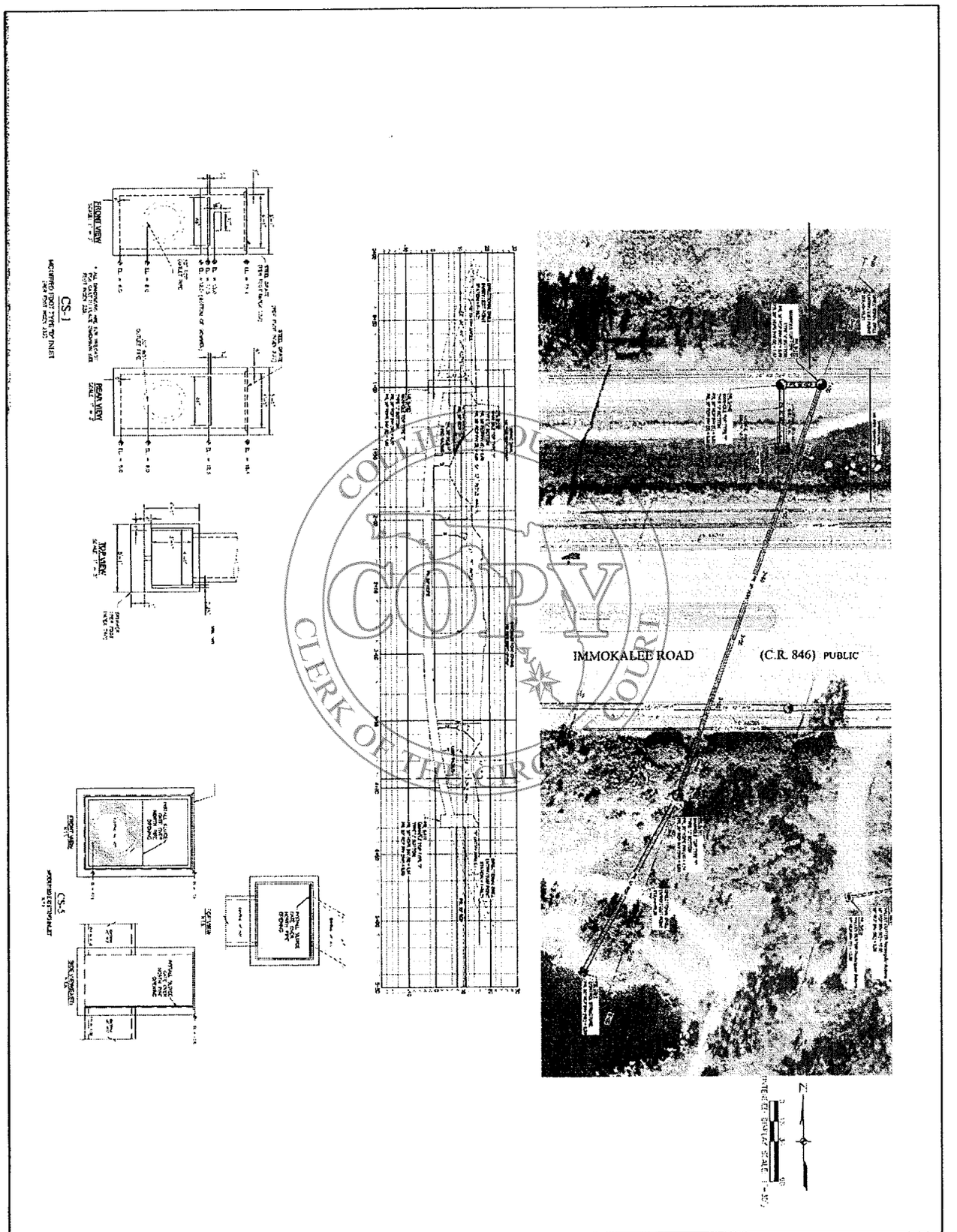


COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



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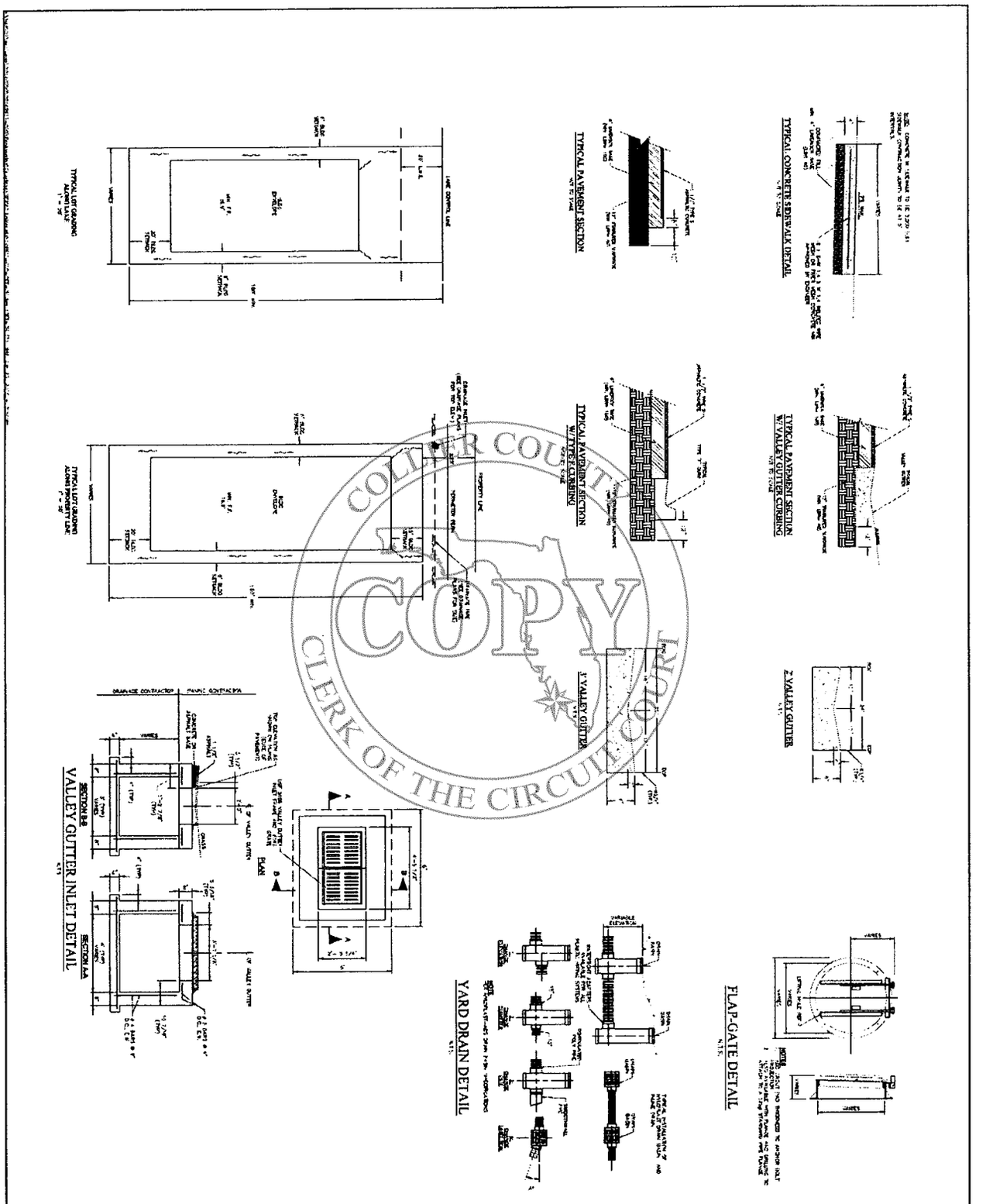
SHEET NUMBER C-13	CONTROL STRUCTURE DETAILS	DATE OCTOBER 2014 / PROJECT NO. 20W9811-000 / FILE NO. / SCALE AS SHOWN	REVISIONS (DESCRIPTION) / NO. / DATE	LaMorada COLLIER COUNTY, FLORIDA	WCI COMMUNITIES, LLC	JOHNSON ENGINEERING



COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

SHEET NUMBER C-14	DRAINAGE DETAILS	DATE: OCTOBER 2014	REVISIONS NO. / DESCRIPTION / DATE	LaMorada COLLIER COUNTY, FLORIDA	WCI COMMUNITIES, LLC

JOHNSON ENGINEERING

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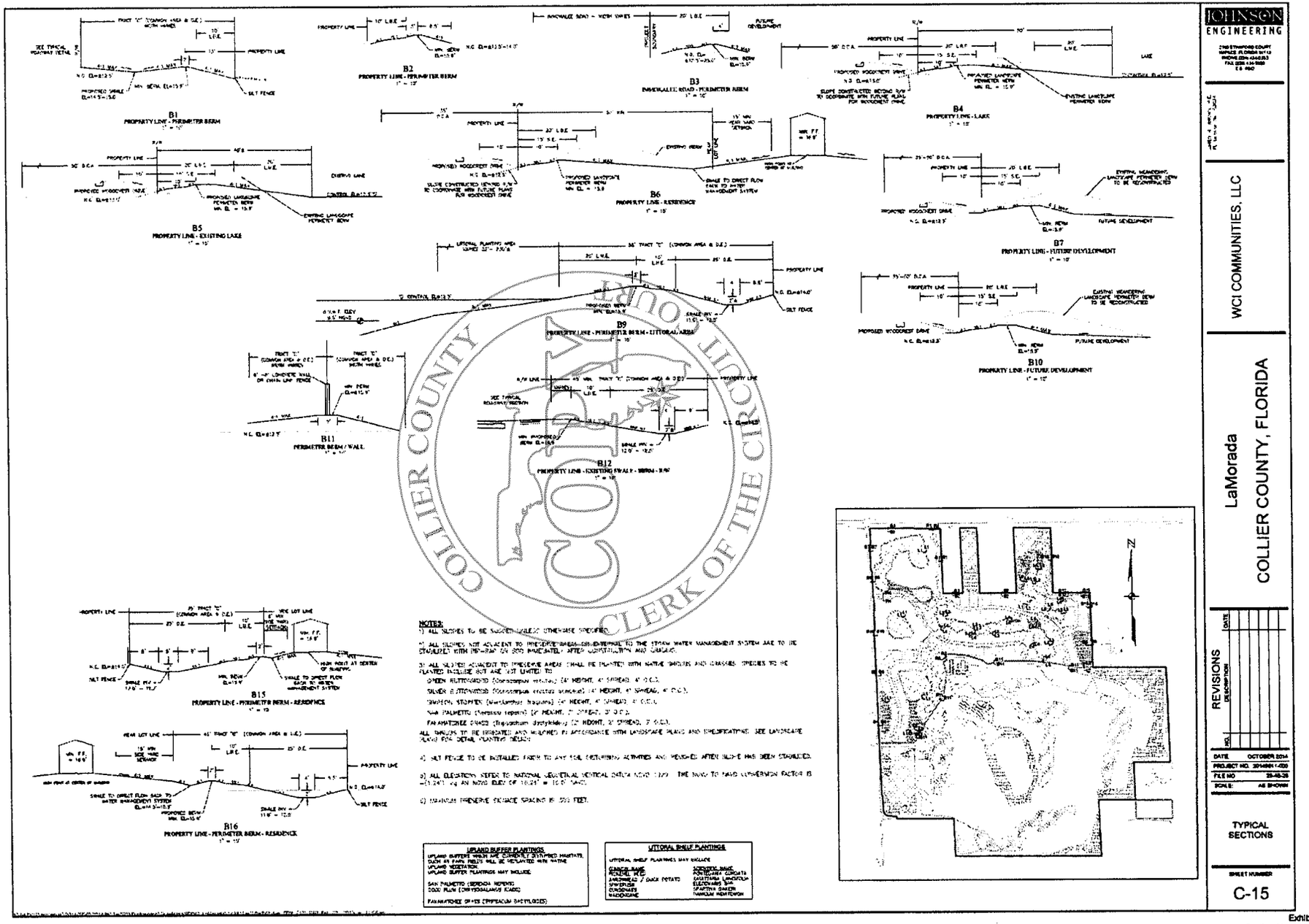

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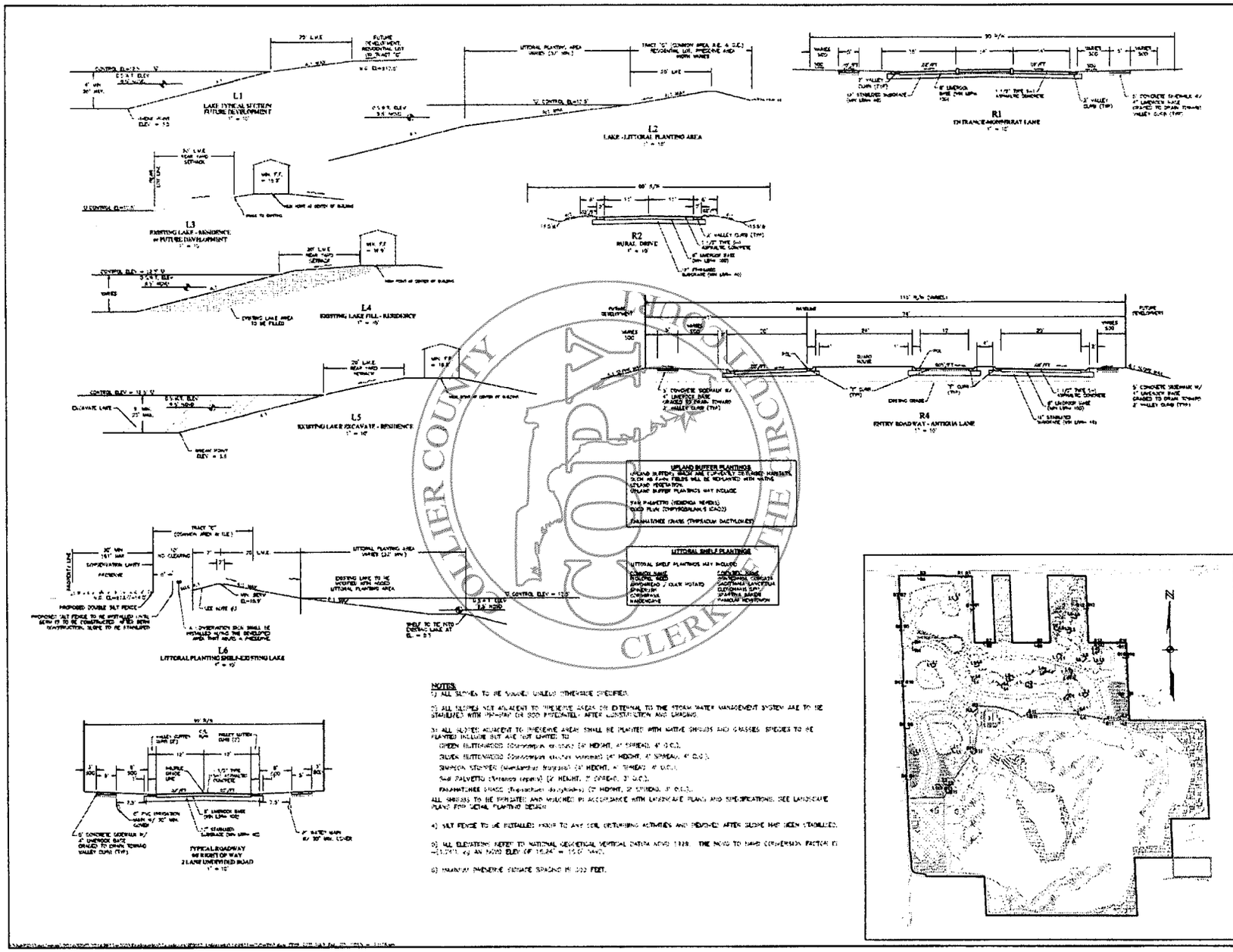

JOHNSON ENGINEERING

WCI COMMUNITIES, LLC

LaMorada
COLLIER COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE

DATE: OCTOBER 2014
PROJECT NO. 2014R011-000
FILE NO. 25-46-26
SCALE: AS SHOWN

TYPICAL SECTIONS

SHEET NUMBER
C-16

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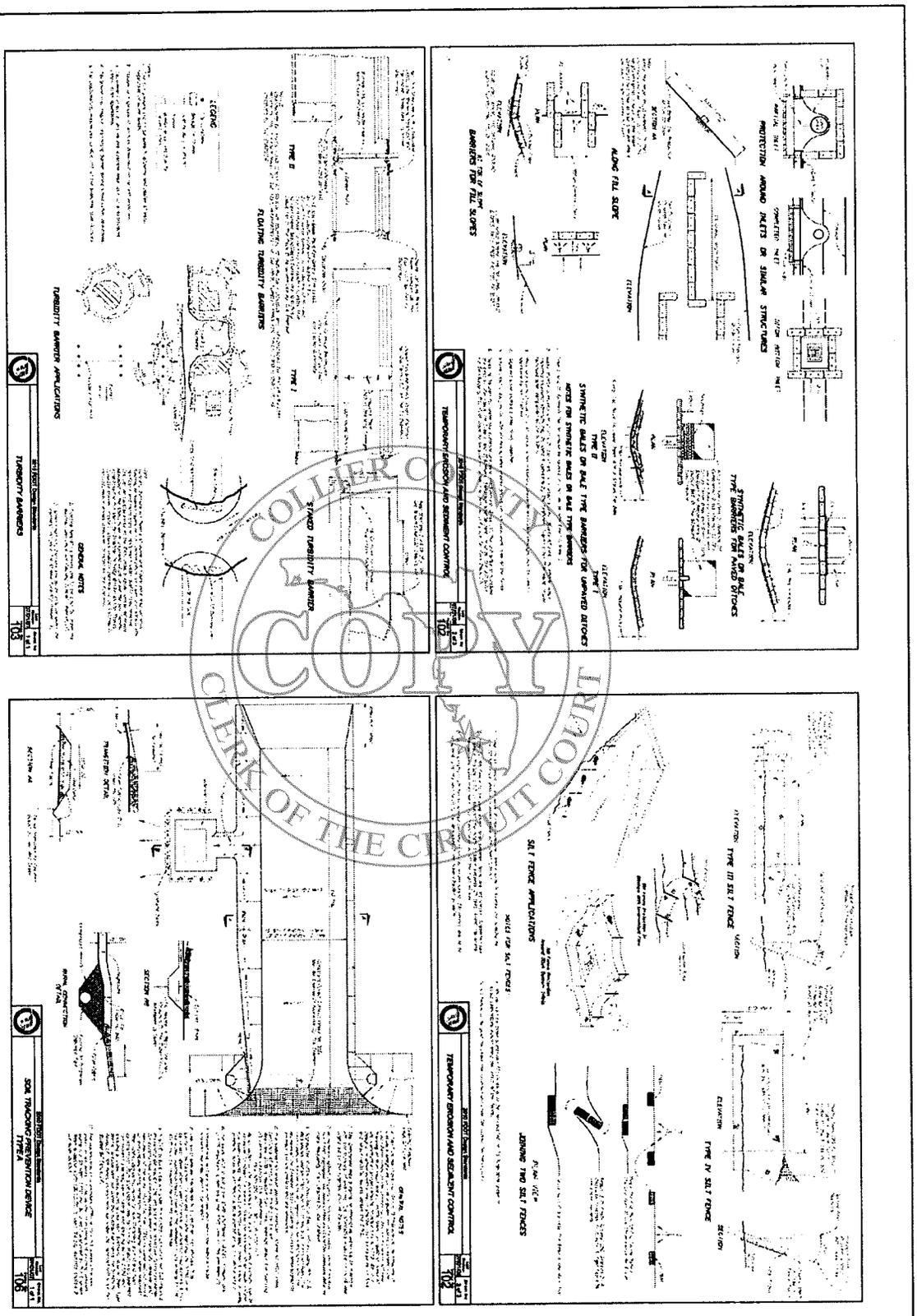

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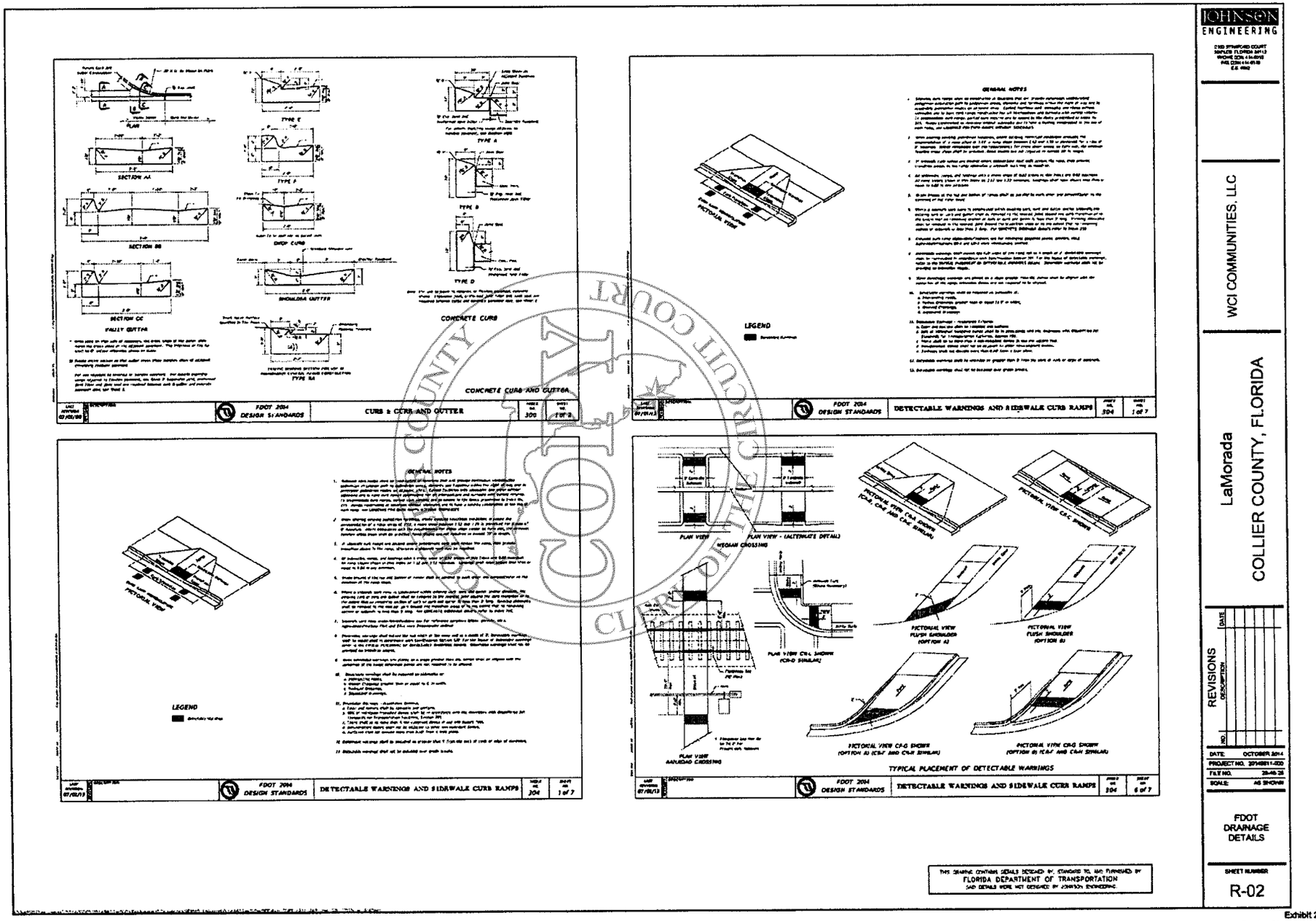
JOHNSON ENGINEERING	
WCI COMMUNITIES, LLC	
LaMorada COLLIER COUNTY, FLORIDA	REVISIONS NO / DESCRIPTION / DATE
EROSION CONTROL DETAILS	SHEET NUMBER R-01



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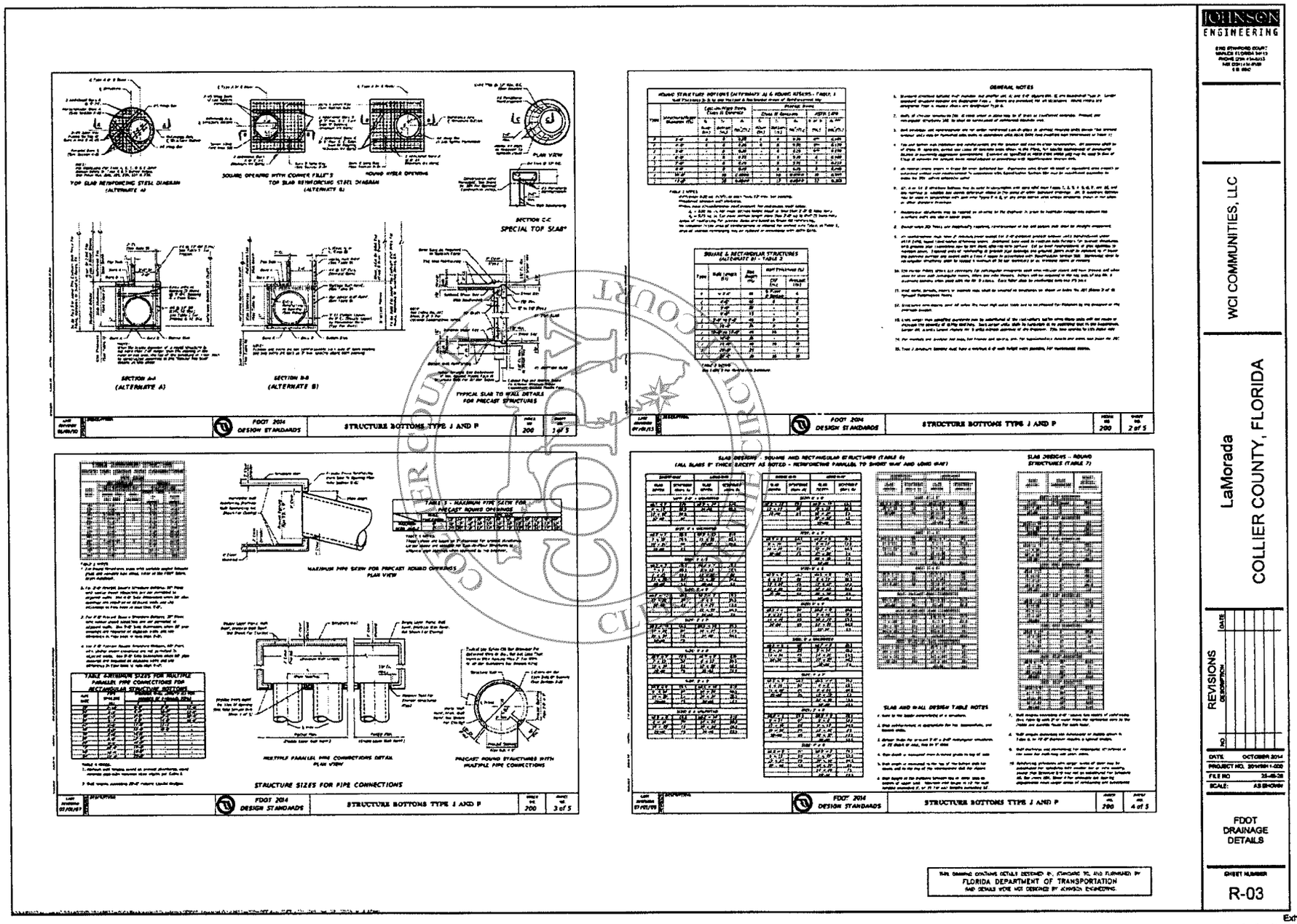

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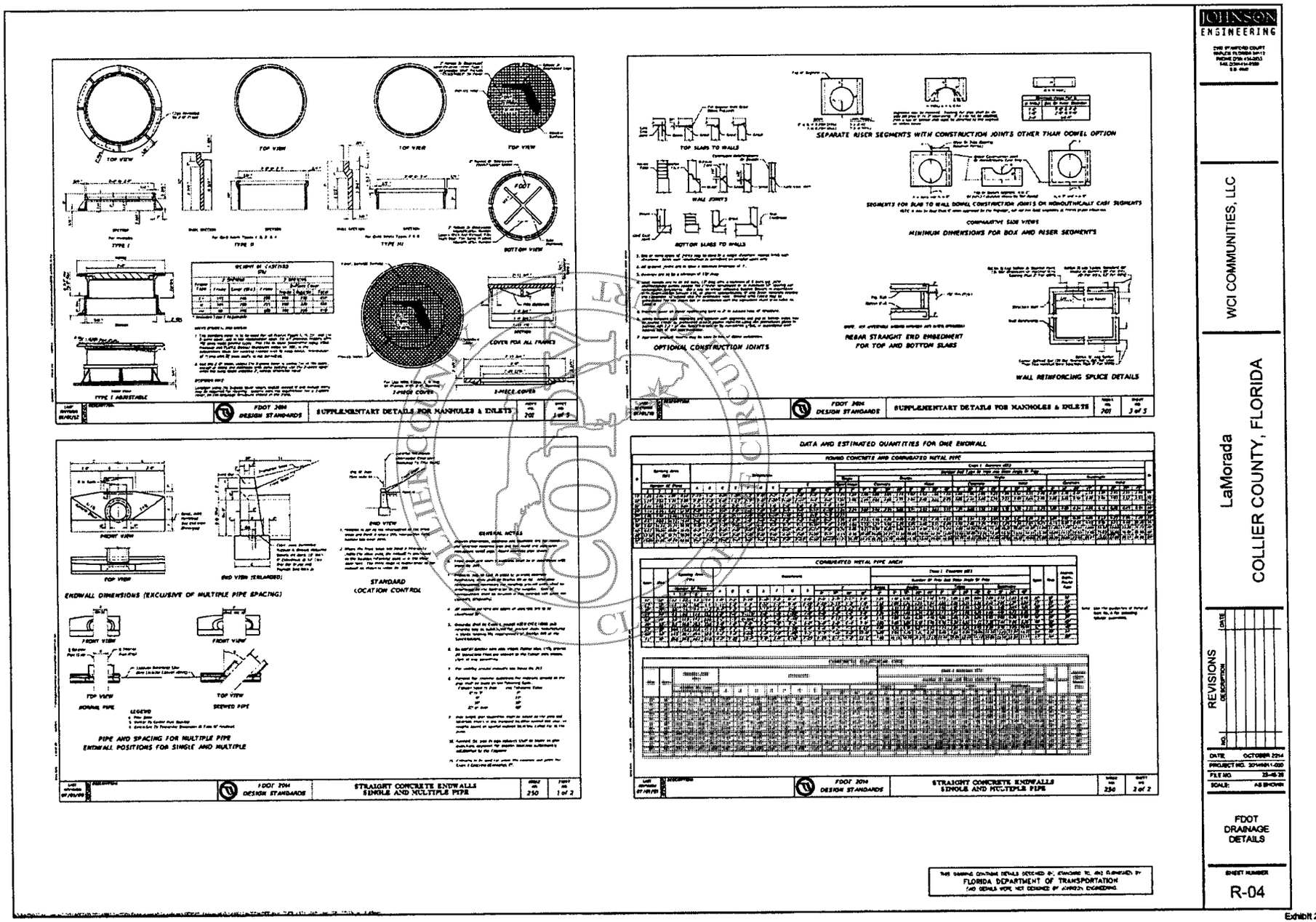
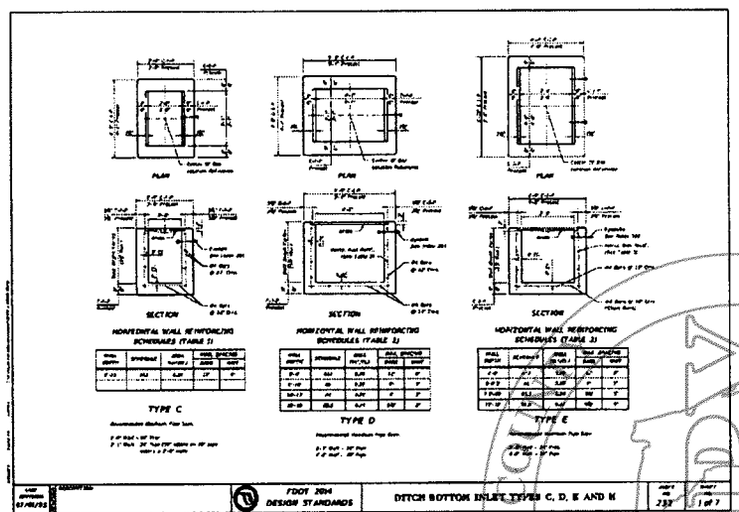
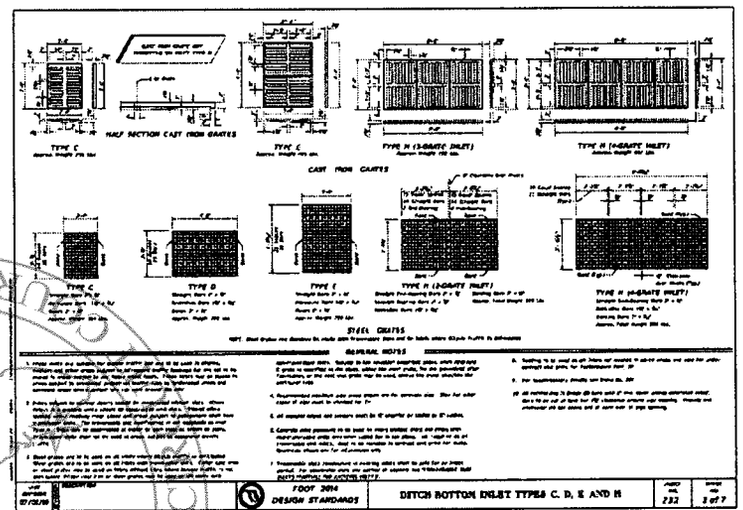

JOHNSON ENGINEERING
WCI COMMUNITIES, LLC
LaMorada
COLLIER COUNTY, FLORIDA
REVISIONS
DATE: OCTOBER 2014
FDOT DRAINAGE DETAILS
SHEET NUMBER
R-04
SUPPLEMENTARY DETAILS FOR MANHOLES & INLETS
FDOT 2014 DESIGN STANDARDS
SEPARATE RISER SEGMENTS WITH CONSTRUCTION JOINTS OTHER THAN DOWEL OPTION
MINIMUM DIMENSIONS FOR BOX AND RISER SEGMENTS
OPTIONAL CONSTRUCTION JOINTS
REBAR STRAIGHT END EMBEDMENT FOR TOP AND BOTTOM SLABS
WALL REINFORCING SPLICE DETAILS
ENDWALL DIMENSIONS (EXCLUSIVE OF MULTIPLE PIPE SPACING)
STANDARD LOCATION CONTROL
PIPE AND SPACING FOR MULTIPLE PIPE ENDWALL POSITIONS FOR SINGLE AND MULTIPLE
STRAIGHT CONCRETE ENDWALLS SINGLE AND MULTIPLE PIPE
DATA AND ESTIMATED QUANTITIES FOR ONE ENDWALL
FLORIDA DEPARTMENT OF TRANSPORTATION





COLLIER COUNTY CLERK OF THE CIRCUIT COURT

THIS DRAWING CONTAINS DETAILS DESIGNED AS, STANDARD TO, AND FURNISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION AND DETAILS WERE NOT DESIGNED BY JOHNSON ENGINEERING

JOHNSON ENGINEERING

WCI COMMUNITIES, LLC

LaMorada
COLLIER COUNTY, FLORIDA

REVISIONS

NO	DESCRIPTION	DATE

DATE: OCTOBER 2014
PROJECT NO. 201W011-000
FILE NO. 25-46-26
SCALE: AS SHOWN

FDOT DRAINAGE DETAILS

SHEET NUMBER
R-05

CONSTRUCTION POLLUTION PREVENTION PLAN
for

SITE DESCRIPTION

Project Name and Location: (Latitude, Longitude, or Address)	Indian Hill Estates 2250 Ridge Rd Naples, FL 34120	Owner Name and Address:	WCI Communities 24301 Walden Center Drive Bonita Springs, FL 34134
Description: (Purpose and Types of Soil Disturbing Activities)	The proposed soil disturbing activities are to include the construction of a residential development to be called Indian Hill Estates in place of the previously proposed 18 hole golf course.		

Construction in this project will generally consist of site clearing, lake excavation, and construction of roadways, utility infrastructure, and multi-use vertical construction.

Soil disturbing activities will include: clearing and grubbing, installing a stabilized construction entrance, perimeter berming and other erosion and sediment controls; grading; excavation for the storm water management lake, storm sewer, utilities, and building foundations; construction of curb and gutter, road, and parking areas; and preparation for final planting, sodding, seeding and mulching.

Runoff Coefficient:	0.35-0.98
Site Area:	524.97ac

Sequence of Major Activities:

The order of activities will be as follows:

1. Installation of stabilized construction entrance.
2. Clearing and grubbing.
3. Install perimeter berm(s) or silt fences straw bale barrier(s) adjacent to wetland areas.
4. Construction of storm water management lakes.
5. Stockpile excavated soil.
6. Stabilize denuded areas and stockpiles within 21 days of last construction activity in that area.
7. Install utilities, storm sewer, curb and gutter.
8. Complete grading, subgrade and base course construction.
9. Complete final paving.
10. Complete landscape grading and install permanent seeding and plantings.
11. When all construction activity is complete and the site is stabilized, remove temporary earth berms, straw bale barriers and filter fences and re-seed any areas disturbed by their removal.

Name of Receiving Waters:	Cocohatchee Canal

CONTROLS

Erosion and Sediment Controls

Stabilization Practices

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

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

COLLIER COUNTY
FLORIDA

CONTROLS (Continued)

Structural Practices

Silt Fence / Straw Bale Barrier - will be constructed along those areas of the project that border adjacent wetlands. At a minimum, the silt fence and/or straw bale barrier will be placed along all wetland buffers and all Corps of Engineers jurisdictional wetland boundaries.

Straw Bale Drop Inlet Sediment Filter - will be placed around all constructed storm drain inlets immediately upon completion of construction and shall remain in-place until the contributing drainage area is stabilized. Alternatively, grate inlets can be covered with filter fabric material until stabilization.

Storm Water Management

The project will utilize a system of lakes to provide the required water quality treatment and attenuation. Discharges from the water management system will be regulated by a series of water control structures. These control structures will be used to maintain water levels in the detention facilities that will maintain or restore the hydroperiod in the wetlands and flowways. The water control structures will also be used to restrict the discharges from the project as described above. Dry pre-treatment will be provided for the golf course maintenance facilities and commercial parking lot runoff prior to discharge into the lake system.

Spreader swales will be used at appropriate locations to disperse flow and dissipate energy of runoff into wetlands. Spreader swales will also be used at appropriate locations to disperse flows discharged from the water management system into receiving flowways. Spreader swales will be heavily planted with native vegetation to help buffer the transition from the manmade lakes to the natural systems.

DISCHARGE RATES varies

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OTHER CONTROLS

Waste disposal:

Waste Materials:

All waste materials will be collected and stored in a trash dumpster which will meet all local and State solid waste management regulations. All trash and construction debris from the site will be deposited in this dumpster. The dumpster will be emptied as required due to use and/or State and local regulations, with the trash disposed of at the appropriate landfill operation. No construction waste materials will be buried onsite. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the construction office trailer.

Hazardous Waste:

All hazardous waste materials will be disposed of in the manner specified by local or State regulation or by the manufacturer. Site personnel will be instructed in these practices.

Sanitary Waste:

All sanitary waste will be collected from the portable units by a local, licensed, Collier County sanitary waste management contractor, as required by local regulation.

Offsite Vehicle Tracking:

A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. As they are completed, paved streets will be swept as needed to remove any excess muck, dirt, or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

TIMING OF CONTROLS/MEASURES

Installation of hay bail / silt fence barriers (around wetlands) and stabilized construction entrance will be constructed prior to extensive clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 21 days will be stabilized with a temporary seed and mulch within 14 days of the last disturbance. Once construction activity ceases permanently in an area, that area will be stabilized with permanent sod, seed and mulch, landscaping, and/or other equivalent stabilization measures (e.g., rip-rap, geotextiles). After the entire site is stabilized, the silt fence / straw bale barriers can be removed.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The storm water pollution prevention plan reflects the United States Environmental Protection Agency and the South Florida Water Management District (SFWWD) requirements for storm water management and erosion and sediment control, as established in the Chapter 40E-4 FAC and Chapter 373 FS.

MAINTENANCE/INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.

- All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater.
- All measures will be maintained in good working order; if a repair is necessary, it shall be corrected as soon as possible, but in no case later than 7 days after the inspection.
- Built up sediment will be removed from silt fence when it has reached one-half the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- Temporary seeding and permanent sodding and planting will be inspected for bare spots, washouts, and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.
- The Owner will appoint one individual who will be responsible for inspections, maintenance and repair activities, and for completing the inspection and maintenance reports.
- Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

Non-Storm Water Discharge

It is expected that the following non-storm water discharges will occur from the site during the construction period:

- Water from water line flushings.
- Pavement wash waters (when no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation).
- All non-storm water discharges will be directed to the storm water management facilities prior to discharge.

INVENTORY FOR POLLUTION PREVENTION PLAN

The materials or substances listed below are expected to be present onsite during construction:

- Concrete
- Detergents
- Paints (enamel and latex)
- Metal Studs
- Asphalt
- Roofing Shingles
- Fertilizers
- Petroleum Based Products
- Cleaning Solvents
- Wood
- Masonry Block
- Clay or concrete bricks

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SPILL PREVENTION

Material Management Practices

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

Good Housekeeping:

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

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

Hazardous Products:

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

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

Product Specific Practices

The following produce specific practices will be followed onsite:

Petroleum Products:

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

Fertilizers:

Fertilizers will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints:

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

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SPILL PREVENTION (Continued)

Spill Control Practices

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

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

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POLLUTION PREVENTION PLAN CERTIFICATION

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR'S CERTIFICATION

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

Signature	For	Responsible for
_____ Date: _____ _____ Date: _____ _____ Date: _____ _____ Date: _____		

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CONSTRUCTION POLLUTION PREVENTION PLAN
for

_____

Inspection And Maintenance Report Form

(To be completed every 7 days and within 24 hours of a rainfall event of 0.5 inches or more)

INSPECTOR: _____ DATE: _____

INSPECTOR'S QUALIFICATIONS:

_____

_____

Days since last rainfall: _____ Amount of last rainfall _____ inches

STABILIZATION MEASURES

Area	Date Since Last Disturbed	Date of Next Disturbance	Stabilized? (yes / no)	Stabilized With	Condition

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Stabilized required:

_____

_____

To be performed by: _____ on or before: _____

CONSTRUCTION POLLUTION PREVENTION PLAN
for

_____

Inspection And Maintenance Report Form
Structural Controls

DATE: _____

SILT FENCE / STRAW BALE BARRIER

From	To	Is Silt Fence / Straw Bale Barrier in place?	Is there evidence of washout or over-topping?

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Maintenance required for silt fence / straw bale barrier:

_____

_____

_____

To be performed by: _____ on or before: _____

CONSTRUCTION POLLUTION PREVENTION PLAN
for

_____

Inspection And Maintenance Report Form
Structural Controls

DATE: _____

EARTHEN PERIMETER BERM

From	To	Is berm stabilized ?	Is there evidence of washout or over-topping?

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Maintenance required for perimeter berm:

_____

_____

To be performed by: _____ on or before: _____

CONSTRUCTION POLLUTION PREVENTION PLAN
for

Inspection And Maintenance Report Form

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

REASONS FOR CHANGES:

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

Signature Date

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

URBAN STORMWATER MANAGEMENT PROGRAM

Indian Hill Estates
November 20, 2013

INTRODUCTION

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

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

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1.0 NUTRIENT AND PESTICIDE MANAGEMENT

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

Each homeowner must commit themselves to the practice of responsible and careful landscape design and maintenance of each lot to prevent contamination of surface waters. The guidelines included in this section are intended to help homeowners make educated environmental choices regarding the maintenance of individual yards within the community. These maintenance and management guidelines are meant to promote an attractive neighborhood that preserves the health of adjacent waterways and environmental features.

1.1 General Requirements

A landscape plan must be developed for each residence. The plan must be comprehensive in nature and follow the landscape design guidelines established by the Homeowners Association and must promote revegetation of each lot as quickly as possible.

Commercial applicators of chemical lawn products must register with the Homeowners Association annually and provide a copy of their current occupational

license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and individual lot owners are permitted to apply chemicals within the property on a private lot. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds.

1.2 Nutrient Management Program

Management and application of nutrients and fertilizers within **Indian Hill Estates** will adhere to the following guidelines:

A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.
B. No fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.
C. Fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5 feet of the edge of water or within 5 feet of a drainage facility.
D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.
E. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied thorough an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.
F. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of a drainage facility.

1.3 Pest Management Program

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

A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should

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

C. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manger and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

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

A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides.
B. Must have the minimum potential for leaching into groundwater or loss from runoff
C. Products must be EPA-approved.
D. The half-life of products used shall not exceed seventy (70) days.

2.0 SOLID WASTE MANAGEMENT

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

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is considered the responsibility of the individual homeowner. Local requirements for refuse collection will be brought to the attention of every homeowner at closing for the sale of the property. Information will be distributed as necessary stating specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales and street gutters. All homeowners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

3.0 STORMWATER MANAGEMENT AND TREATMENT SYSTEM

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

3.1 Wet Detention Lakes and Lake Interconnect Pipes

The basic element of the stormwater management system consists of a series of interconnected wet detention ponds that provide stormwater treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts

similar to a natural lake by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to slow controlled discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

A. Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the outfall system.
B. Review the banks of the lakes and canals to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.
C. Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.
D. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared, listing any deficiencies that need to be addressed or corrected by the Homeowners Association.

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3.2 Stormwater Inlets, Pipes and Culverts

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

3.3 Swales and Grassed Water Storage Areas

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

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. Culverts underneath driveways should be checked for blockage, and, if necessary, flushed with

a high-pressure hose. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

3.4 Ditches or Canals

Fill material, yard waste, clippings and vegetation, sediment, trash, appliances, garbage bags, shopping carts, tires, cars, etc. should be completely removed. Also check to make sure there are no dead trees or any type of obstructions which could block the drainage flow way.

Maintenance cleaning/excavation must be limited to the same depth, width and side slope as approved in the current permit. Making a ditch deeper or wider may trigger a need for a permit modification. Provisions must also be made to prevent any downstream silting or turbidity *(Contact the SFWMD Resource Compliance staff if you are unsure or need clarification.)* Be sure to dispose of all removed material properly so it won't affect any other water storage or conveyance system, environmental area, or another owner's property.

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

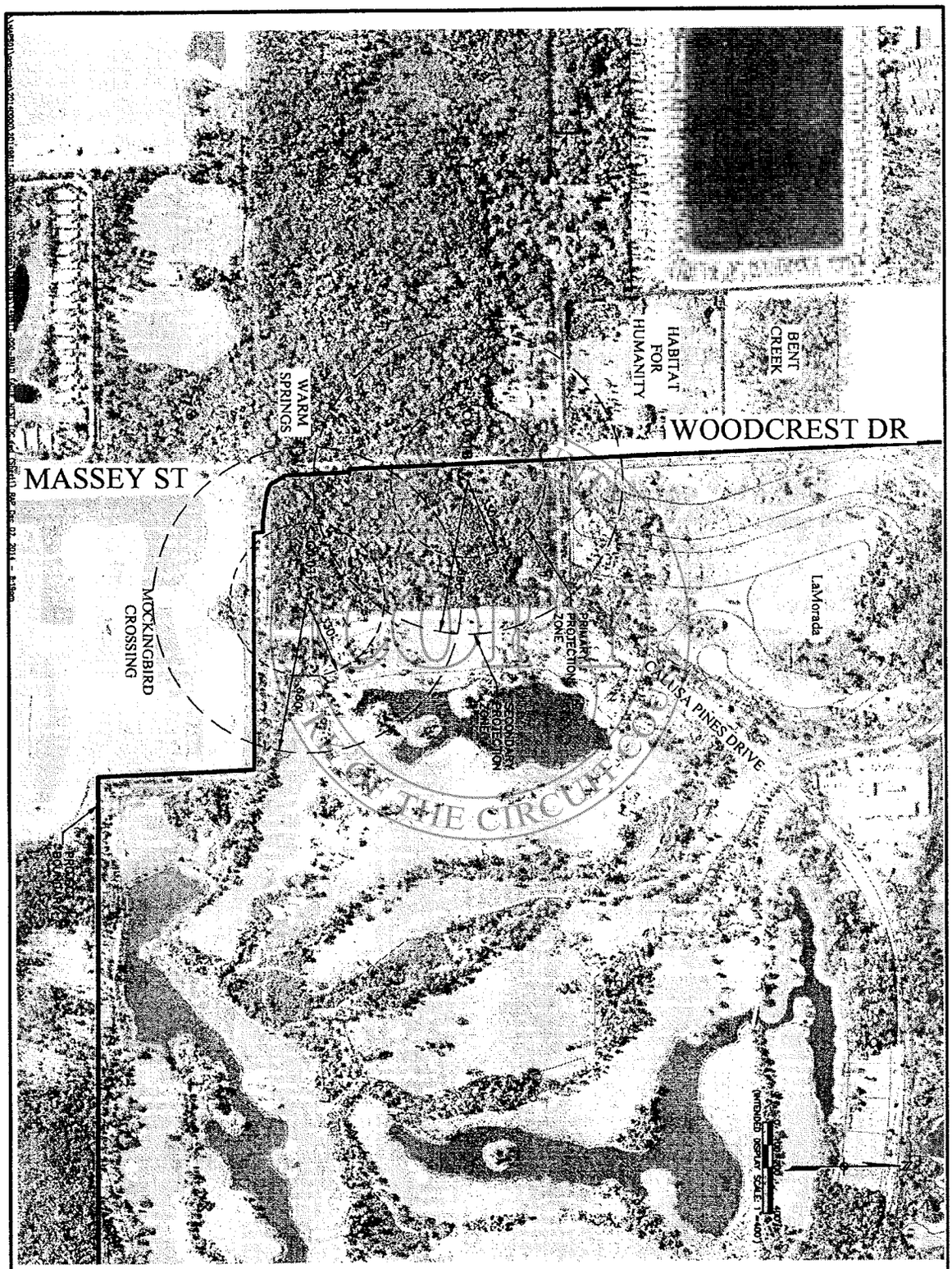
The outfall structure should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a "baffle" or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

3.6 Earthen Embankments (Dikes and Berms)

Check for proper elevations, width and stabilization. Worn down berms - especially if used by all-terrain vehicles or equestrian traffic - and rainfall - created washouts should be immediately repaired, compacted and re-vegetated.

4.0 CONSTRUCTION ACTIVITIES

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.



BALD EAGLE NEST LOCATION CO-031A/B

REVISIONS
NO. DESCRIPTION

LaMorada
COLLIER COUNTY, FLORIDA

WCI COMMUNITIES, LLC

JOHNSON ENGINEERING

Exhibit 3.0
Application No. 141010-5
1 of 1

STAFF REPORT DISTRIBUTION LIST

LA MORADA (F K A INDIAN HILL ESTATES)

Application No: 141010-5

Permit No: 11-01839-P-02

INTERNAL DISTRIBUTION

X Jessica White, P.E.
X Karyn Allman
X Ricardo A. Valera, P.E.
X Laura Layman
X A. Bain
X A. Waterhouse
X ERC Engineering
X ERC Environmental

EXTERNAL DISTRIBUTION

X Permittee - W C I Communities, L L C
X Engr Consultant - Johnson Engineering
X Env Consultant - Johnson Engineering
X Previous Owner - Calusa Pines Golf Club, L L C

GOVERNMENT AGENCIES

X City Engineer, City of Naples
X Div of Recreation and Park - District 4 - Chris Becker, FDEP

OTHER INTERESTED PARTIES

X Audubon of Florida - Charles Lee

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STAFF REPORT DISTRIBUTION LIST

ADDRESSES

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City Engineer, City of Naples
295 Riverside Circle
Naples
Naples FL 34102
gstrakaluse@naplesgov.com, aholland@naplesgov.com

Div of Recreation and Park - District 4 - Chris Becker, FDEP
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Osprey FL 34229
chris.becker@dep.state.fl.us

Audubon of Florida - Charles Lee
1101 Audubon Way
Maitland FL 32751
chlee2@earthlink.net

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Exhibit "I"

List of Calusa Pines Agreements

1. Declaration of Development Rights and Restrictions - Calusa Pines- between WCI Communities, LLC and Calusa Pines Golf Club, L.L.C., recorded June 30, 2014 in Official Records Book 5053, Page 39.

2. Reciprocal Easement Agreement between Calusa Pines Golf Club, L.L.C. and WCI Communities, LLC, recorded June 30, 2014 in Official Records Book 5053, Page 66.

3. Temporary Construction and Maintenance Easement No. 1, between Calusa Pines Golf Club, L.L. C., and WCI Communities, LLC, recorded June 30, 2014 in Official Records Book 5053, Page 79.

4. Temporary Access Easement Agreement No. 2, between WCI Communities, LLC and Calusa Pines Golf Club, L.L.C., recorded June 30, 2014 in Official Records Book 5053, Page 88.

5. Landscape Construction and Maintenance Easement between Calusa Pines Golf Club, L.L.C. and WCI Communities, LLC, recorded June 30, 2014 in Official Records Book 5053, Page 101.

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Note: All of the recording information refers to the Public Records of Collier County, Florida.

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INSTR 5172994 OR 5195 PG 2468 RECORDED 9/17/2015 3:06 PM PAGES 41
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $350.00

This Instrument Prepared by:
Margaret A. Rolando, Esq.
Shutts & Bowen LLP
201 South Biscayne Boulevard
1600 Miami Center
Miami, FL 33131

Cross Reference to Declaration of Covenants, Restrictions and Easements recorded in Official Records Book 5161, Page 2053 of the Public Records of Collier County, Florida

FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LAMORADA AND TO BYLAWS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AND TO BYLAWS ("First Amendment") is made this 11 day of September, 2015, by **WCI COMMUNITIES, LLC,** a Delaware limited liability company ("Declarant") and joined in by **LAMORADA AT NAPLES MASTER ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Association").

RECITALS

A. The Declaration of Covenants, Restrictions and Easements for LaMorada ("Declaration") was recorded in Official Records Book 5161, page 2053 in the Public Records of Collier County, Florida;

B. Pursuant to Section 17.1 of the Declaration, during the Declarant Control Period, the Declaration, Articles and Bylaws may be amended by the Declarant alone without the consent or joinder of any other Owner or the Association; provided, however, the Association shall, forthwith upon request of the Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Declarant shall, from time to time, request.

C. The Declarant Control Period has not expired.

D. The Declarant wishes to amend the Declaration and Bylaws to modify the same as set forth herein.

E. The Association has joined in and consented to this First Amendment at the request of Developer.

NOW, THEREFORE, the Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitations hereto set forth are true and correct and are incorporated herein by this reference.

2. Unless otherwise defined herein, capitalized terms herein used but not otherwise defined shall have such meanings as ascribed thereto in the Declaration. For purposes of illustration and clarity, additional language appears with a double underline and deletions appear with a ~~strikethrough~~.

3. Pursuant to Section 17.1 of the Declaration, the following amendments to the Declaration have been adopted:

(a) The definition of "Lakes" set forth in Section 2.39 of the Declaration is amended to read as follows:

2.39 "Lakes" means the portions of the Property more particularly described as Tracts LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ~~C~~, 59, Page ~~____~~1 of the Public Records of Collier County, Florida, which may be owned by the Association or the Declarant.

(b) The definition of "Plat" set forth in Section 2.60 of the Declaration is amended to read as follows:

2.60 "Plat" means the graphic representation of the plan of subdivision for all or a part of the Property, as amended from time to time, as approved by the County and recorded in the Public Records of the County. The Declarant has caused one or more Plats of the Property to be recorded in the Public Records of Collier County, Florida. The first Plat of a portion of the Community is the Plat entitled LAMORADA, ~~[to be]~~ recorded in Plat Book ~~____~~, ~~page ____~~, 59, Page 1, of the Public Records of Collier County, Florida. ~~The Declarant has caused one or more Plats of the Property to be recorded in the Public Records of Collier County, Florida.~~ The Declarant reserves the right to alter, modify or replat any Plat as it deems desirable in its sole discretion.

(c) Section 13.2 of the Declaration is amended to read as follows:

13.2 Review of Proposed Construction. Subject to Section 13.8 below, no Unit, fence, wall or other structure or Improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, birdhouses, other pet houses, paving or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained in the Property, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of Units or other Improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same ~~shall~~ have been submitted to, and approved in writing by the DRB (after first having been approved by a Neighborhood Association or architectural control committee thereof, if required by the DRB, which requirement may be imposed after the initial submission for approval). The DRB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be

detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable and complies in all material respects with the "Design Review Board Guidelines". If the proposed construction, alteration, removal or addition is to common areas/elements of a Neighborhood Association (which term includes any condominium association), said approval shall also be subject to the prior approval of the applicable Neighborhood Association. The DRB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Design Review Board Guidelines ~~DRB may also issue rules or guidelines setting forth~~ refers to the basic design criteria, architectural controls, and procedures for the submission of plans for approval by the DRB that are published by the Association. A copy of the initial Design Review Board Guidelines is attached hereto as Exhibit "J" and may be amended, changed, supplemented, modified and updated at any time and from time to time by the affirmative vote of a majority of the Board. The DRB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the DRB of any required plans and specifications, the DRB may postpone review of any plans submitted for approval. Upon such receipt, the DRB shall have thirty (30) days in which to accept, accept with conditions or reject any proposed plans. If the DRB does not reject same within such period, said plans shall be deemed approved.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

The provisions of this Article shall apply not only to Lots and Units, but also to common areas/elements of Neighborhood Associations.

(d) Section 17.2 of the Declaration is amended to read as follows:

17.2 By the Association. After the Declarant Control Period, the Declaration, the Articles and Bylaws may be amended, changed or added to at any time and from time to time by the affirmative vote or written consent of the Class A Members (through their respective Voting Members) having not less than two-thirds of the Voting Interests of Class A Members present in person or by proxy at a duly called meeting of the Class A Members. Notwithstanding the foregoing, the Design Review Board Guidelines, a copy of which is attached hereto as Exhibit "J", can be amended, changed, supplemented, modified and updated at any time and from time to time by the affirmative vote of a majority of the Board without a vote of the Members.

(e) Exhibit "A", Legal Description of the Property, is deleted and replaced with Amended Exhibit "A", Legal Description of the Property, attached hereto.

(f) Exhibit "D", Legal Description of portions of Property declared to be General Common Areas, is deleted and replaced with Amended Exhibit "D", Legal Description of portion

of the Property declared to be General Common Areas, attached hereto.

(g) Exhibit "F", Legal Description of portions of Property declared to be a Neighborhood, is deleted and replaced with Amended Exhibit "F", Legal Description of portions of Property declared to be a Neighborhood, attached hereto.

(h) Exhibit "J", Design Review Board Guidelines for the Community, is attached hereto and made a part of the Declaration.

4. Pursuant to Article 9 of the Bylaws and Section 17.1 of the Declaration, the following amendments to the Bylaws have been adopted:

(a) Section 1.3 of the Bylaws is amended to read as follows:

1.3 Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for LaMorada (the "Declaration"), ~~[recorded in ORB _____, Page _____ of]~~ 5161, Page 2053 of ~~[to be recorded in]~~ the Public Records of Collier County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. The term "Governing Documents" means the Declaration, any Supplemental Declaration, the Articles, Bylaws, and the rules and regulations of the Association and all exhibits to any of the foregoing, all as they may be amended from time to time.

(b) Section 2.3.1 of the Bylaws is amended to read as follows:

2.3 Majority Vote.

2.3.1 The acts approved by a "majority of the Voting Interests" (as hereinafter defined) shall be binding upon all Members for all purposes, except where otherwise provided by law or the Governing Documents. As used in the Governing Documents, the terms "majority of the Owners" and "majority of the Voting Interests" shall mean a majority of the votes entitled to be cast by the Voting Members present in person or by proxy at any duly called meeting of the Members at which a quorum shall have been attained and shall not mean a majority of the Voting Members themselves, or the Owners, or the number of Lots or the total membership. As used in the Governing Documents, the term "majority of the Voting Interests of the Class A Members" shall mean a majority of the votes entitled to be cast by the Voting Members for the Class A Members present in person or by proxy at any duly called meeting of the Members at which a quorum shall have been attained and shall not mean a majority of the Voting Members for the Class A Members themselves, or the Owners who are Class A Members, or the number of Lots owned by Class A Members or the total membership. Similarly, if some greater percentage of votes of the Voting Interests is required in any Governing Document, it shall mean such greater percentage of the votes of Voting Members and not of the Voting Members themselves, the Owners, the Lots or the total membership.

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(c) Article 13 of the Bylaws is amended to add Section 13.11 as follows:

13.11 The Design Review Board Guidelines, as amended, changed, supplemented, modified and updated at any time and from time to time.

4. Effect on the Original Declaration. Except as modified and amended by this First Amendment, the Declaration shall remain in full force and effect. In the event of any conflict and/or ambiguity between the Declaration and this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, the Declarant has executed and delivered the First Amendment as of the date first above written.

Witnessed by:

Margaret A Sisk
Name: MARGARET A SISK

Ledia Metaj
Name: LEDIA METAJ

WCI COMMUNITIES, LLC, a Delaware limited liability company

By: Paul Erhardt
Name: Paul Erhardt
Title: SVP

COLLIER COUNTY FLORIDA COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 11th day of September, 2015 by Paul Erhardt, as SVP of **WCI COMMUNITIES, LLC,** a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Ledia Metaj
Name: LEDIA METAJ

Notary Public, State of Florida
Commission No. # FF051798

My Commission Expires:

LEDIA METAJ
MY COMMISSION # FF 051798
EXPIRES: November 3, 2017
Bonded Thru Notary Public Underwriters

JOINDER

LAMORADA AT NAPLES MASTER ASSOCIATION, INC., a Florida not for profit corporation, hereby agrees to the First Amendment and Exhibits attached hereto.

IN WITNESS WHEREOF, LAMORADA AT NAPLES MASTER ASSOCIATION, INC., has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 11th day of September, 2015.

Witnessed by:

Margaret A Sisic
Name: MARGARET A SISIC

Ledia Metaj
Name: LEDIA METAJ

LAMORADA AT NAPLES MASTER ASSOCIATION, INC., a Florida not for profit corporation

By: _____
Name: SHAUN GILLIS
Title: PRESIDENT

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 11th day of September, 2015, by Shaun Gillis, as President of **LAMORADA AT NAPLES MASTER ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Ledia Metaj
Name: LEDIA METAJ

Notary Public, State of Florida
Commission No. #FF051798

My Commission Expires:

LEDIA METAJ
MY COMMISSION # FF 051793
EXPIRES: November 3, 2017
Bonded Thru Notary Public Underwriters

Amended Exhibit "A"

Legal Description of the Property

LOTS:

Lots in Grand Villas Neighborhood:

Lots 129 - 223 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida.

Lots in Classics Neighborhood:

Lots 1 – 10, Lots 17 – 25 and Lots 75 -128 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida.

Lots in Estates Neighborhood:

Lots 11 – 16 and Lots 26 - 74 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida,

Lots in Carriage Homes At La Morada Condominium Neighborhood:

Condominium Unit Nos. 1-101, 1-102, 1-201, 1-202, 2-101, 2-102, 2-201, 2-202, 3-101, 3-102, 3-201, 3-202, 15-101, 15-102, 15-201 and 15-202, of CARRIAGE HOMES AT LA MORADA, a Condominium, according to the Declaration of Condominium thereof, recorded under Instrument No. _____ in Official Records Book _____, at Page _____, of the Public Records of Collier County, Florida, together with an undivided interest in the common elements appurtenant thereto

COMMON AREAS:

Tract RD-1 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for use as a private road right-of-way with responsibility for maintenance.

That portion of Tract FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida more particularly described on Exhibit D-1 attached hereto (Frangipani Circle) for use as a private road right-of-way with responsibility for maintenance.

That portion of Tract FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida more particularly described on Exhibit D-2 attached hereto for use as a General Common Area.

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That real property more particularly described on Exhibit D-3 attached hereto for use as the Amenities Center.

All drainage easements (DE) within Tracts RD-1, FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for stormwater management purposes with responsibility for maintenance.

All landscape buffer easements (LBE) within Tracts FD-1, FD-2, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida with responsibility for maintenance.

All lake maintenance easements (LME) within Tracts FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida with responsibility for maintenance.

All access easements (AE) within Tracts FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for access purposes with responsibility for maintenance.

All irrigation easements (IE) within Tract RD-1 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for irrigation purposes with responsibility for maintenance.

All maintenance easements (ME) within Tracts FD-1 and FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida with responsibility for maintenance.

Tracts C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for the purposes of drainage, landscaping, signage, water management, walls, subject to the easements thereon, with responsibility for maintenance.

Tracts LK-1, LK-2, LK-3, LK-4, LK-5, LK-6 and LK-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida, for use as Lakes for stormwater management purposes with responsibility for maintenance.

Tracts P-1 and P-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for use as preserve areas subject to the Conservation Easement.

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Amended Exhibit "D"

Legal Description of portions of the Property Declared to be General Common Areas

Tract RD-1 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for use as a private road right-of-way with responsibility for maintenance.

That portion of Tract FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida more particularly described on Exhibit D-1 attached hereto (Frangipani Circle) for use as a private road right-of-way with responsibility for maintenance.

That portion of Tract FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida more particularly described on Exhibit D-2 attached hereto for use as a General Common Area.

That real property more particularly described on Exhibit D-3 attached hereto for use as the Amenities Center.

All drainage easements (DE) within Tracts RD-1, FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for stormwater management purposes with responsibility for maintenance.

All landscape buffer easements (LBE) within Tracts FD-1, FD-2, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida with responsibility for maintenance.

All lake maintenance easements (LME) within Tracts FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida with responsibility for maintenance.

All access easements (AE) within Tracts FD-1, FD-2, LK-1, LK-2, LK-3, LK-4, LK-5, LK-6, LK-7, C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for access purposes with responsibility for maintenance.

All irrigation easements (IE) within Tract RD-1 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida for irrigation purposes with responsibility for maintenance.

All maintenance easements (ME) within Tracts FD-1 and FD-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____,59, Page ____1 of the Public Records of Collier County, Florida with responsibility for maintenance.

Tracts C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____59, Page ____1 of the Public Records of Collier County, Florida for the purposes of drainage, landscaping, signage, water management, walls, subject to the easements thereon, with responsibility for maintenance.

Tracts LK-1, LK-2, LK-3, LK-4, LK-5, LK-6 and LK-7 of LAMORADA, according to the Plat thereof recorded in Plat Book ____59, Page ____1 of the Public Records of Collier County, Florida, for use as Lakes for stormwater management purposes with responsibility for maintenance.

Tracts P-1 and P-2 of LAMORADA, according to the Plat thereof recorded in Plat Book ____59, Page ____1 of the Public Records of Collier County, Florida for use as preserve areas subject to the Conservation Easement.

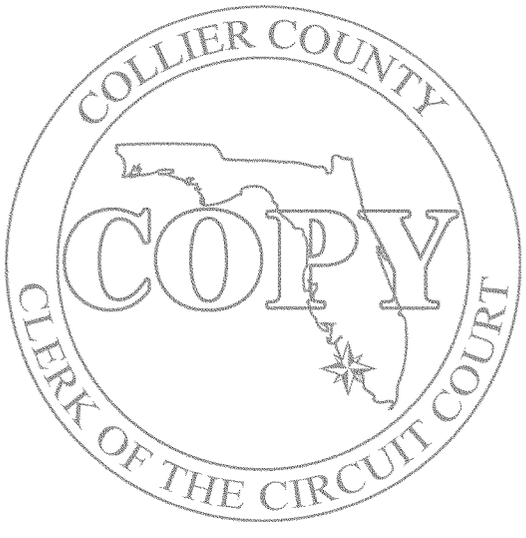


EXHIBIT D-1

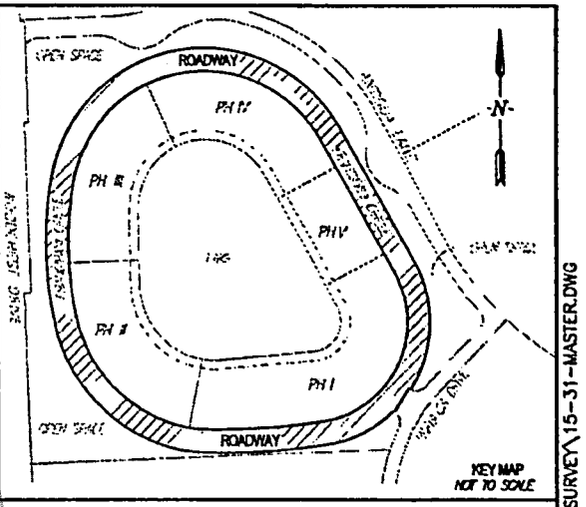
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH BOUNDARY OF SAID TRACT FD-2, NORTH 87°41'24" EAST, A DISTANCE OF 394.54 FEET; THENCE NORTH 02°18'36" WEST, A DISTANCE OF 8.30 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THE SAME BEING A POINT ON A NON TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY 475.46 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 76°44'13", (CHORD BEARING NORTH 50°54'16" WEST, A DISTANCE OF 440.71 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE NORTHERLY 311.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 805.00 FEET, A CENTRAL ANGLE OF 22°11'14", (CHORD BEARING NORTH 01°26'33" WEST, A DISTANCE OF 309.78 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE EASTERLY 848.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 140°55'38", (CHORD BEARING NORTH 80°06'33" EAST, A DISTANCE OF 650.28 FEET) TO A POINT ON A LINE HEREINAFTER KNOWN AS LINE "A"; THENCE RUN ALONG SAID LINE "A", SOUTH 60°34'42" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE WESTERLY 725.60 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 140°55'38", (CHORD BEARING SOUTH 80°06'33" WEST, A DISTANCE OF 556.03 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE SOUTHERLY 292.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 755.00 FEET, A CENTRAL ANGLE OF 22°11'14", (CHORD BEARING SOUTH 01°26'33" EAST, A DISTANCE OF 290.54 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE SOUTHEASTERLY 408.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 76°44'13", (CHORD BEARING SOUTH 50°54'16" EAST, A DISTANCE OF 378.64 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE EASTERLY 254.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,595.00 FEET, A CENTRAL ANGLE OF 09°09'16", (CHORD BEARING NORTH 86°08'59" EAST, A DISTANCE OF 254.57 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE NORTHEASTERLY 418.50 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 110°59'39", (CHORD BEARING NORTH 26°04'32" EAST, A DISTANCE OF 354.36 FEET); THENCE NORTH 29°25'18" WEST, A DISTANCE OF 332.13 FEET TO A POINT ON THE AFOREMENTIONED LINE "A"; THENCE RUN ALONG SAID LINE "A", NORTH 60°34'42" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 29°25'18" EAST, A DISTANCE OF 332.13 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 282.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 61°06'12", (CHORD BEARING SOUTH 01°07'48" WEST, A DISTANCE OF 269.41 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE SOUTHERLY 6.28 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 35°51'09", (CHORD BEARING SOUTH 13°45'20" WEST, A DISTANCE OF 6.18 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHWESTERLY 2.03 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 04°38'47", (CHORD BEARING NORTH 60°09'06" WEST, A DISTANCE OF 2.03 FEET); THENCE NORTH 57°53'07" WEST, A DISTANCE OF 4.88 FEET; THENCE SOUTH 32°06'52" WEST, A DISTANCE OF 57.95 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 6.78 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 38°51'32", (CHORD BEARING SOUTH 66°16'27" WEST, A DISTANCE OF 6.65 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 160.62 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 34°43'41", (CHORD BEARING SOUTH 64°12'31" WEST, A DISTANCE OF 158.17 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE WESTERLY 262.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,645.00 FEET, A CENTRAL ANGLE OF 09°09'16", (CHORD BEARING SOUTH 86°08'59" WEST, A DISTANCE OF 262.55 FEET) TO THE POINT OF BEGINNING.

CONTAINING 2.97 ACRES, MORE OR LESS.



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 87°41'24" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

CLERK OF COURT COLLIER COUNTY

NOT COMPLETE WITHOUT SHEETS 1-3 OF 3

* NOT A SURVEY *

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	WCILMCD
SCALE:	N/A
DATE:	11 MARCH 2015
FILE:	15-31-MASTER
SHEET:	1 of 3

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Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

CARRIAGE HOMES AT LAMORADA
MASTER CONDOMINIUM ASSOCIATION
ROADWAY
LYING IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

DATE SIGNED

DONALD L. SAINTENOY III, P.S.M.
FL LICENSE #6761
FOR THE FIRM

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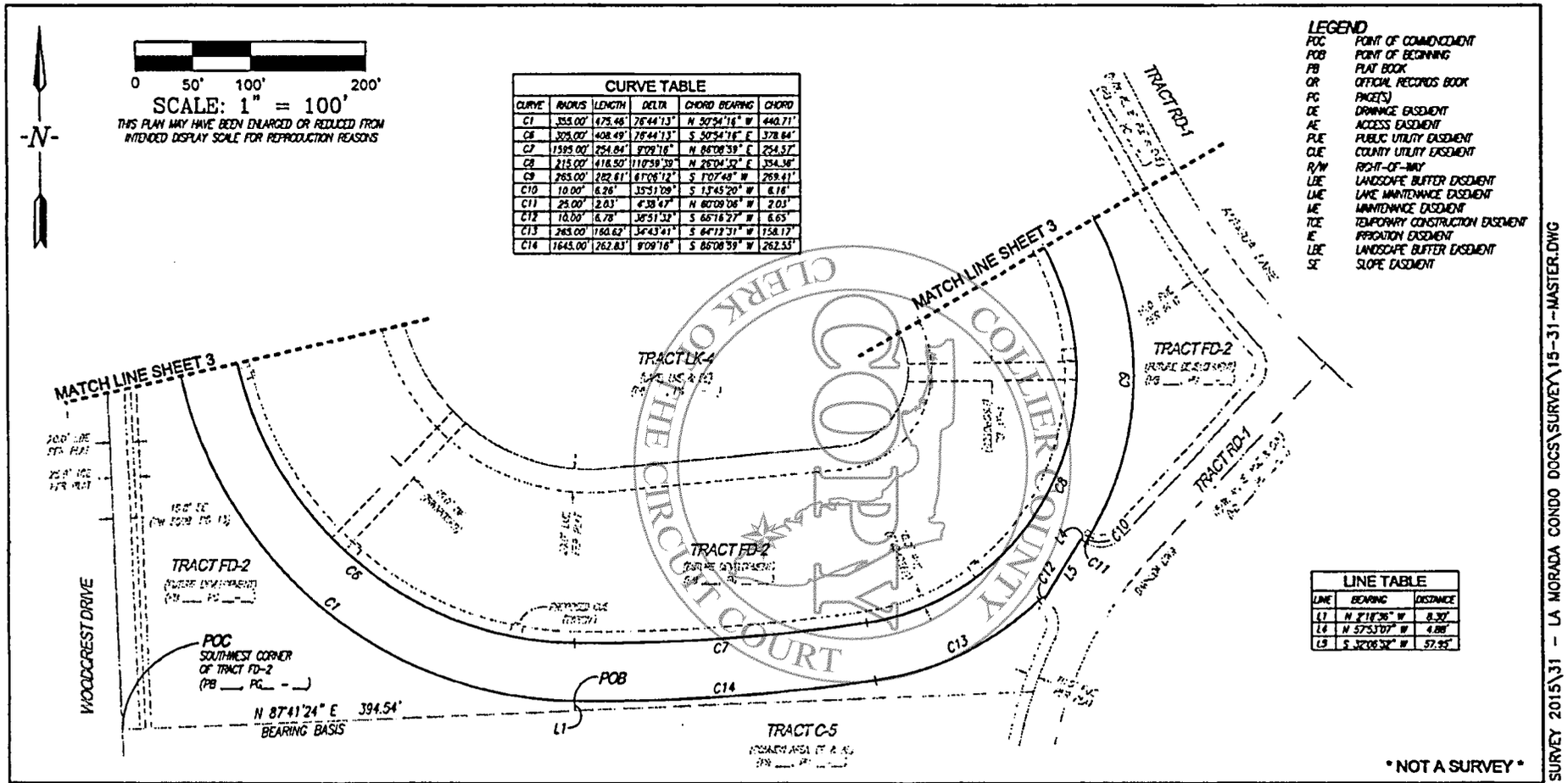

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SHEET:	2 of 3

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SKETCH AND DESCRIPTION

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COLLIER COUNTY, FLORIDA

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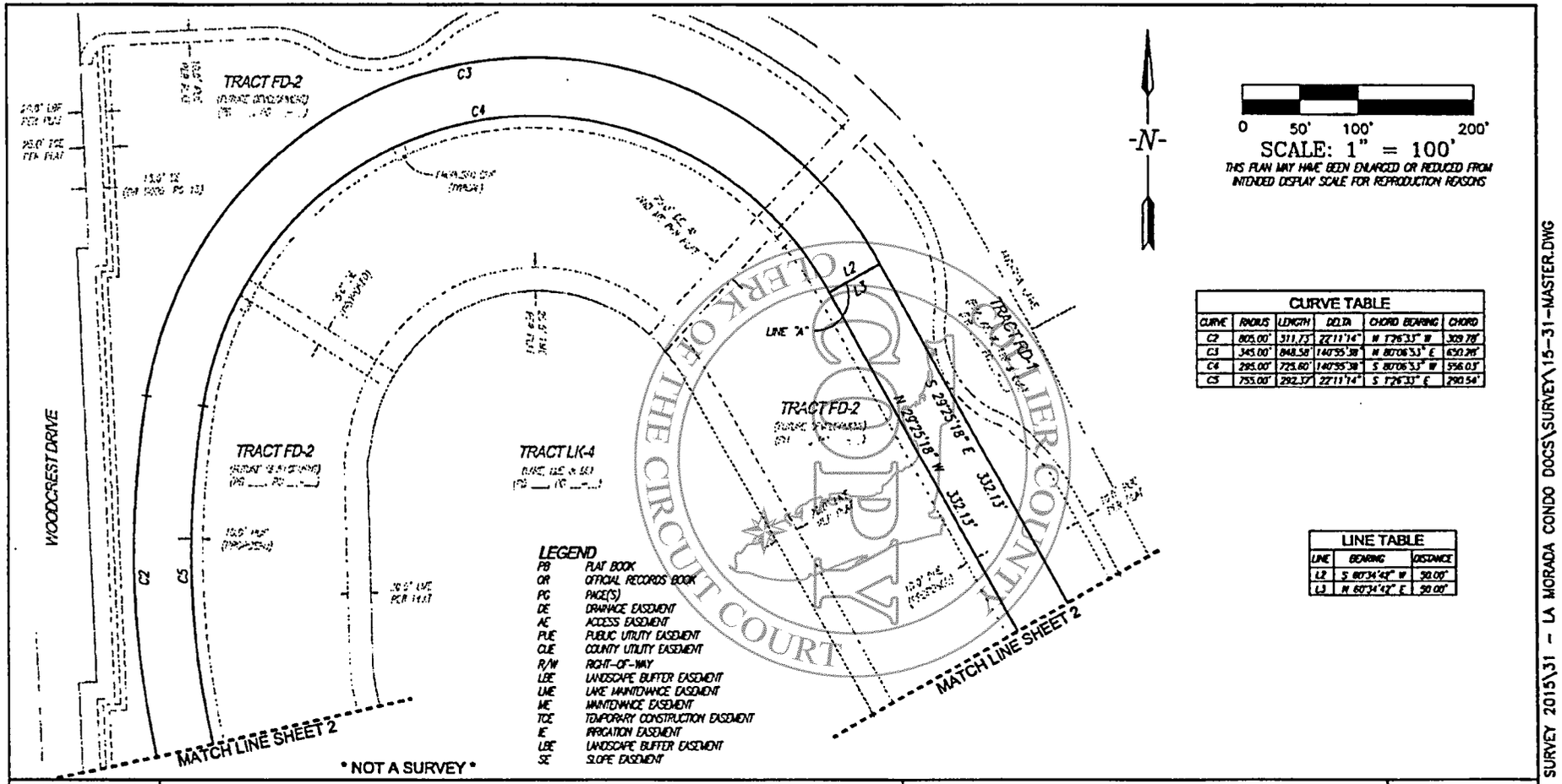

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C2	805.00'	311.73'	22°11'14"	N 1°26'33" W	309.78'
C3	345.00'	848.58'	140°55'38"	N 80°06'53" E	650.28'
C4	295.00'	725.60'	140°55'38"	S 80°06'53" W	556.03'
C5	755.00'	292.37'	22°11'14"	S 1°26'33" E	290.54'

LINE TABLE

LINE	BEARING	DISTANCE
L2	S 60°34'42" W	50.00'
L3	N 60°34'42" E	50.00'

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	WCILMCD
SCALE:	1" = 80'
DATE:	11 MARCH 2015
FILE:	15-31-MASTER
SHEET:	3 of 3

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NOT COMPLETE WITHOUT SHEETS 1-3 OF 3

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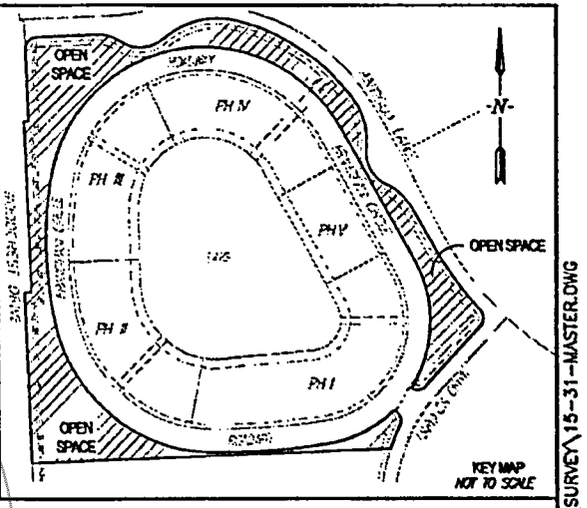
EXHIBIT D-2

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT FD-2 OF LAMORADA, PLAT BOOK ___, PAGES ___ THROUGH ___, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST BOUNDARY OF SAID TRACT FD-2 FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES, 1) NORTH 02°19'36" WEST, A DISTANCE OF 388.11 FEET; 2) THENCE NORTH 87°40'24" EAST, A DISTANCE OF 15.00 FEET; 3) THENCE NORTH 02°19'36" WEST, A DISTANCE OF 370.00 FEET; 4) THENCE NORTH 87°40'24" EAST, A DISTANCE OF 10.00 FEET; 5) THENCE NORTH 02°19'36" WEST, A DISTANCE OF 156.62 FEET TO A POINT ON THE BOUNDARY OF TRACT RD-1 OF SAID PLAT, THE SAME BEING A CURVE TO THE RIGHT; THENCE RUN ALONG SAID BOUNDARY FOR THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES, 1) NORTHEASTERLY 39.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°54'52", (CHORD BEARING NORTH 42°37'51" EAST, A DISTANCE OF 35.33 FEET); 2) THENCE NORTH 87°35'17" EAST, A DISTANCE OF 134.98 FEET TO A POINT ON A CURVE TO THE RIGHT; 3) THENCE EASTERLY 54.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 89.00 FEET, A CENTRAL ANGLE OF 35°11'03", (CHORD BEARING SOUTH 74°48'11" EAST, A DISTANCE OF 53.80 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; 4) THENCE EASTERLY 102.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 72°15'02", (CHORD BEARING NORTH 86°35'20" EAST, A DISTANCE OF 95.51 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; 5) THENCE EASTERLY 176.00 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 189.00 FEET, A CENTRAL ANGLE OF 53°21'19", (CHORD BEARING NORTH 77°11'58" EAST, A DISTANCE OF 169.71 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; 6) THENCE SOUTHEASTERLY 197.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 459.00 FEET, A CENTRAL ANGLE OF 24°38'03", (CHORD BEARING SOUTH 63°46'21" EAST, A DISTANCE OF 195.92 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; 7) THENCE SOUTHEASTERLY 118.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 403.00 FEET, A CENTRAL ANGLE OF 16°54'02", (CHORD BEARING SOUTH 42°58'18" EAST, A DISTANCE OF 118.44 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; 8) THENCE SOUTHERLY 108.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 41°37'30", (CHORD BEARING SOUTH 13°42'22" EAST, A DISTANCE OF 106.61 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; 9) THENCE SOUTHEASTERLY 100.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 76°00'33", (CHORD BEARING SOUTH 30°53'46" EAST, A DISTANCE OF 93.59 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; 10) THENCE SOUTHEASTERLY 17.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 61.50 FEET, A CENTRAL ANGLE OF 15°54'34", (CHORD BEARING SOUTH 67°56'48" EAST, A DISTANCE OF 17.02 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; 11) THENCE SOUTHEASTERLY 70.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 158.77 FEET, A CENTRAL ANGLE OF 25°31'22", (CHORD BEARING SOUTH 40°13'50" EAST, A DISTANCE OF 70.14 FEET); 12) THENCE SOUTH 30°02'04" EAST, A DISTANCE OF 55.68 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; 13) THENCE SOUTHEASTERLY 195.68 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 15°21'29", (CHORD BEARING SOUTH 35°17'55" EAST, A DISTANCE OF 195.09 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; 14) THENCE SOUTHERLY 37.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°49'21", (CHORD BEARING SOUTH 07°03'59" EAST, A DISTANCE OF 34.04 FEET); 15) THENCE SOUTH 42°30'41" WEST, A DISTANCE OF 172.12 FEET TO A POINT ON A CURVE TO THE LEFT; 16) THENCE SOUTHWESTERLY 4.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 00°36'44", (CHORD BEARING SOUTH 42°32'19" WEST, A DISTANCE OF 4.08 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; 17) THENCE WESTERLY 32.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 75°17'34", (CHORD BEARING SOUTH 79°32'44" WEST, A DISTANCE OF 30.54 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHERLY 6.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 35°51'09", (CHORD BEARING NORTH 13°45'20" EAST, A DISTANCE OF 6.16 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 282.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 61°06'12", (CHORD BEARING NORTH 01°07'48" EAST, A DISTANCE OF 269.41 FEET); THENCE NORTH 29°25'18" WEST, A DISTANCE OF 332.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 848.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 140°55'39", (CHORD BEARING SOUTH 80°06'53" WEST, A DISTANCE OF 650.28 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE SOUTHERLY 311.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 22°14'14", (CHORD BEARING SOUTH 01°26'33" EAST, A DISTANCE OF 309.78 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE SOUTHEASTERLY 475.46 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 353.00 FEET, A CENTRAL ANGLE OF 76°44'13", (CHORD BEARING SOUTH 50°54'16" EAST, A DISTANCE OF 440.71 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE EASTERLY 262.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,645.00 FEET, A CENTRAL ANGLE OF 09°09'16", (CHORD BEARING NORTH 86°08'39" EAST, A DISTANCE OF 262.53 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE NORTHEASTERLY 160.62 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 263.00 FEET, A CENTRAL ANGLE OF 34°43'41", (CHORD BEARING NORTH 64°12'31" EAST, A DISTANCE OF 158.17 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY 6.78 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 38°51'32", (CHORD BEARING NORTH 66°16'27" EAST, A DISTANCE OF 6.65 FEET) TO A POINT ON THE BOUNDARY OF THE AFOREMENTIONED TRACT RD-1; THENCE RUN ALONG SAID BOUNDARY FOR THE FOLLOWING FOUR (4) COURSES AND DISTANCE, 1) SOUTH 32°06'52" WEST, A DISTANCE OF 2.05 FEET; 2) THENCE SOUTH 57°53'07" EAST, A DISTANCE OF 0.47 FEET TO A POINT ON A CURVE TO THE RIGHT; 3) THENCE SOUTHERLY 36.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°29'42", (CHORD BEARING SOUTH 15°38'17" EAST, A DISTANCE OF 33.62 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; 4) THENCE SOUTHWESTERLY 50.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 07°41'14", (CHORD BEARING SOUTH 22°45'37" WEST, A DISTANCE OF 50.95 FEET) TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT FD-2; THENCE RUN ALONG SAID BOUNDARY, SOUTH 87°41'24" WEST, A DISTANCE OF 793.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.01 ACRES, MORE OR LESS.



NOTES:

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OPEN SPACE
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COLLIER COUNTY, FLORIDA

DATE SIGNED

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FL LICENSE #6761
FOR THE FIRM

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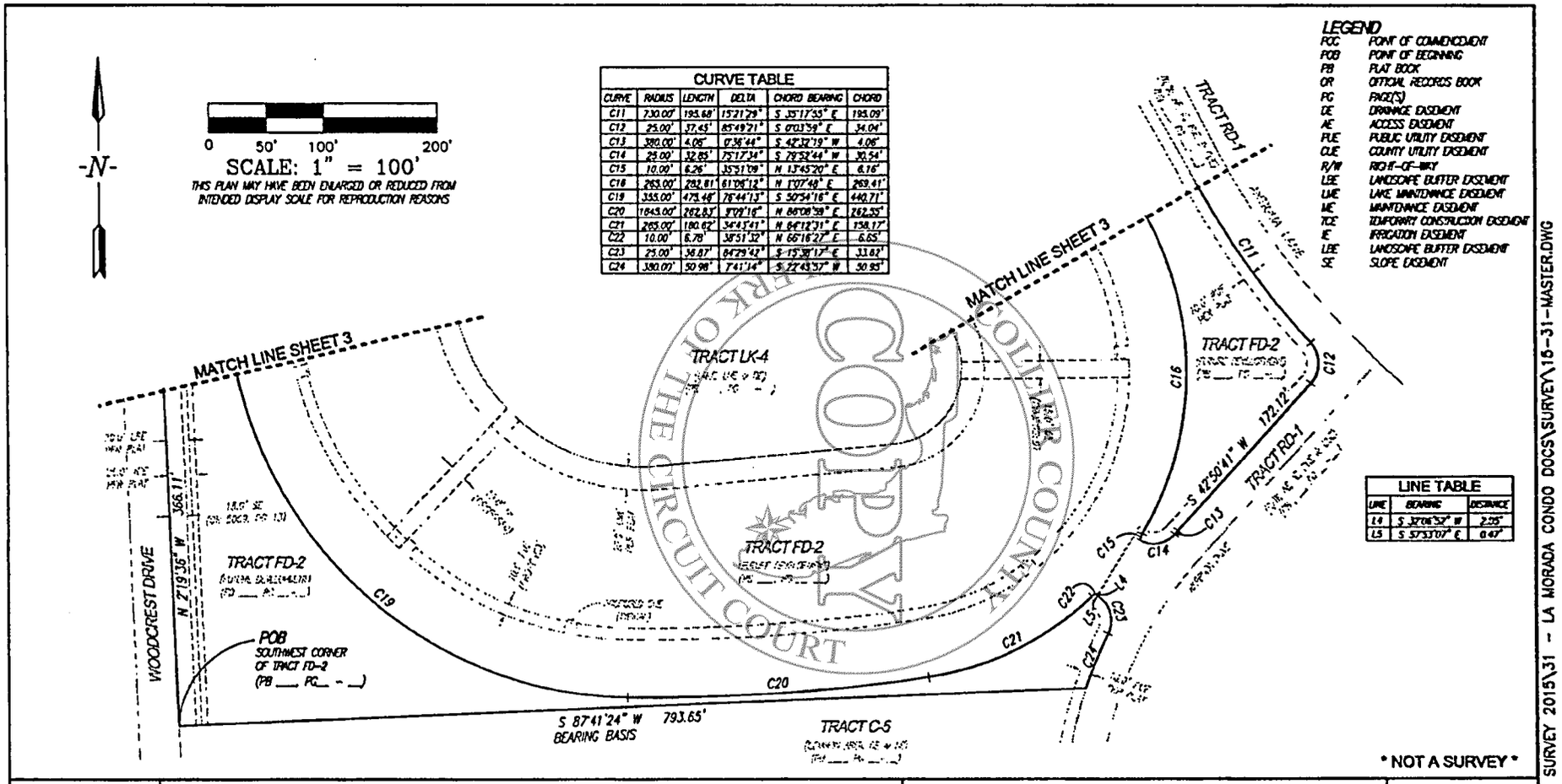

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C11	730.00'	195.68'	15°21'29"	S 35°17'55" E	195.09'
C12	25.00'	37.45'	85°49'21"	S 0°03'59" E	34.04'
C13	380.00'	4.06'	0°36'44"	S 42°32'19" W	4.06'
C14	25.00'	32.85'	75°17'34"	S 79°52'44" W	30.54'
C15	10.00'	6.26'	35°51'09"	N 13°45'20" E	6.16'
C16	265.00'	282.81'	61°06'12"	N 1°07'48" E	269.41'
C19	355.00'	475.46'	76°44'13"	S 50°54'16" E	440.71'
C20	1645.00'	262.83'	9°09'16"	N 86°08'59" E	262.55'
C21	265.00'	180.62'	34°43'41"	N 64°12'31" E	158.17'
C22	10.00'	6.78'	38°51'32"	N 66°16'27" E	6.65'
C23	25.00'	36.87'	84°29'42"	S 15°38'17" E	33.62'
C24	380.00'	50.98'	7°41'14"	S 22°43'57" W	50.95'

LINE TABLE

LINE	BEARING	DISTANCE
L4	S 32°06'52" W	2.05'
L5	S 57°53'07" E	0.47'

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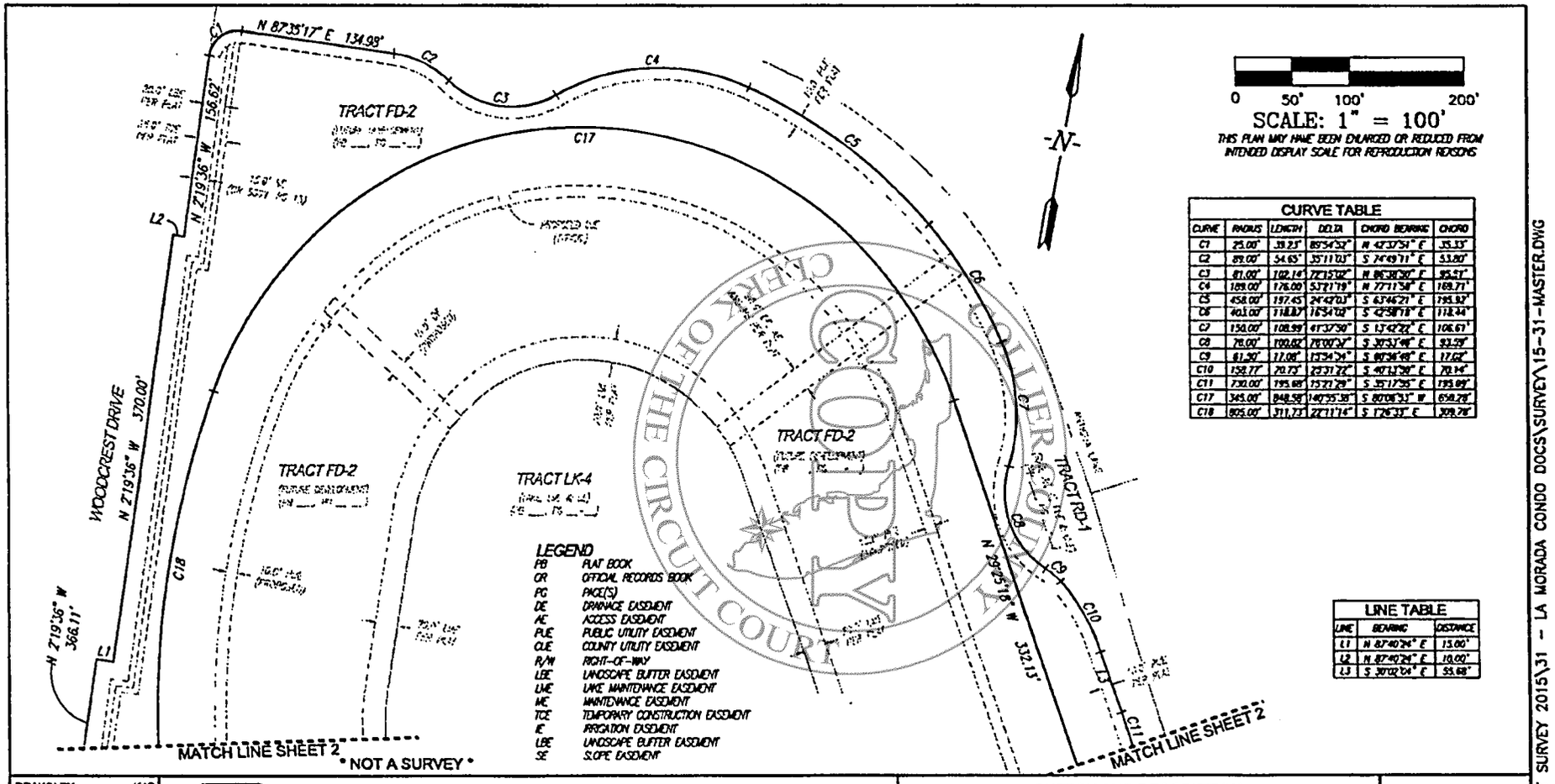


CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	39.25'	89°54'52"	N 42°37'51" E	35.33'
C2	89.00'	54.65'	35°11'03"	S 24°49'11" E	53.80'
C3	81.00'	102.14'	72°15'02"	N 86°38'30" E	95.54'
C4	169.00'	176.00'	53°27'19"	N 77°11'58" E	169.71'
C5	458.00'	197.45'	24°42'03"	S 63°46'27" E	195.93'
C6	403.00'	118.83'	16°54'02"	S 42°58'18" E	118.44'
C7	150.00'	108.99'	41°37'50"	S 13°42'22" E	106.61'
C8	75.00'	100.62'	76°50'24"	S 30°53'48" E	93.29'
C9	81.50'	11.08'	15°34'24"	S 88°36'48" E	17.62'
C10	158.77'	70.73'	25°31'22"	S 49°13'29" E	70.14'
C11	730.00'	195.68'	15°21'29"	S 35°17'35" E	195.09'
C17	345.00'	848.58'	140°55'38"	S 80°08'31" W	658.28'
C18	805.00'	311.73'	22°11'14"	S 12°25'33" E	309.78'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°40'24" E	13.00'
L2	N 87°40'24" E	10.00'
L3	S 30°02'24" E	55.68'

* NOT A SURVEY *

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	WCILMCD
SCALE:	1" = 80'
DATE:	11 MARCH 2015
FILE:	15-31-MASTER
SHEET:	3 of 3

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

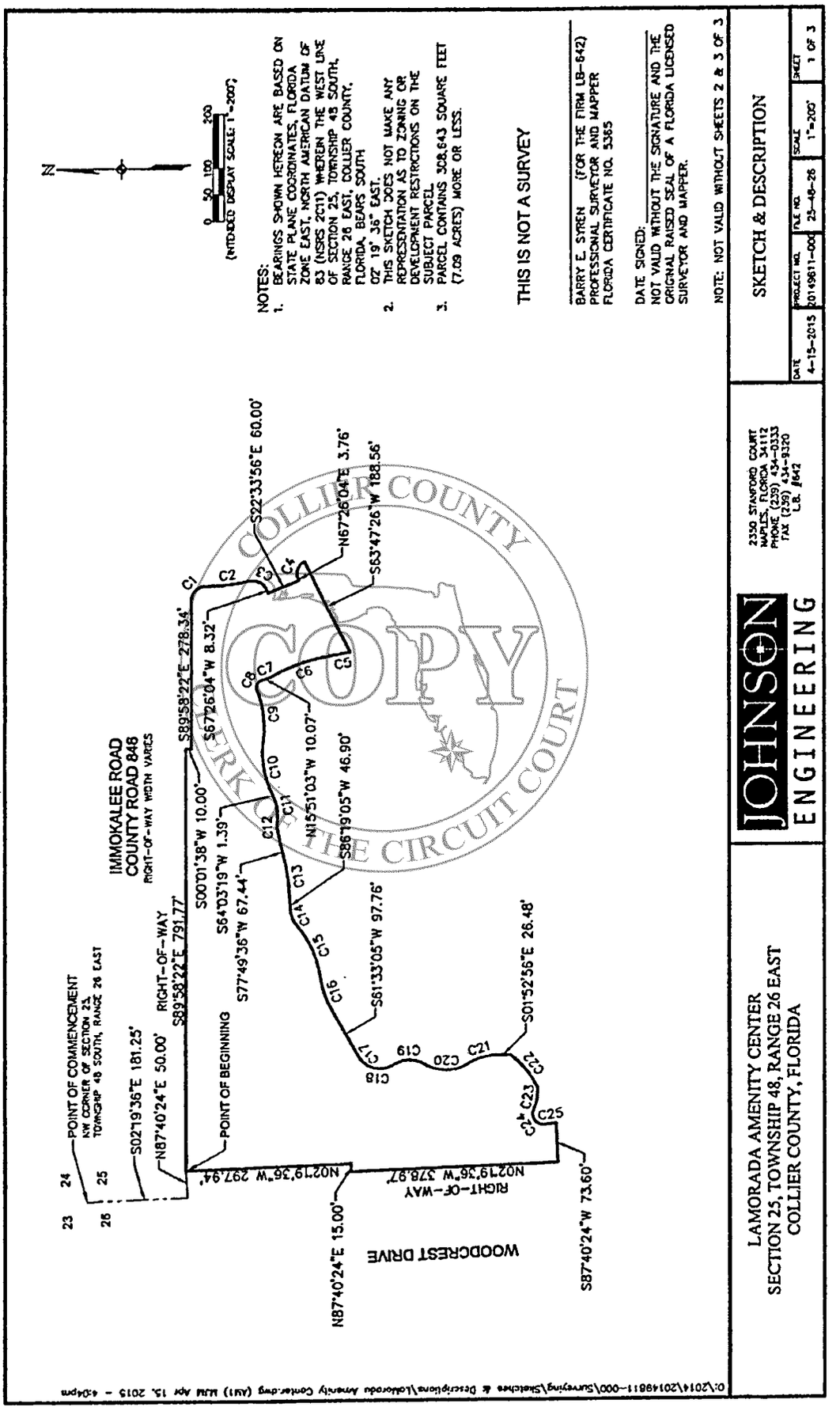
SKETCH AND DESCRIPTION

CARRIAGE HOMES AT LAMORADA
MASTER CONDOMINIUM ASSOCIATION
OPEN SPACE
LYING IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOT COMPLETE WITHOUT SHEETS 1-3 OF 3

C:\SURVEY\PROJECT SURVEY 2015\31 - LA MORADA CONDO DOCS\SURVEY\15-31-MASTER.DWG

EXHIBIT D-3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0 50 100 200
(INTENDED DISPLAY SCALE: 1"=200')
NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA ZONE EAST, NORTH AMERICAN DATUM OF 83 (NSRS 2011) WHEREIN THE WEST LINE OF SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEARS SOUTH 02° 19' 36" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. PARCEL CONTAINS 308,643 SQUARE FEET (7.09 ACRES) MORE OR LESS.
THIS IS NOT A SURVEY
BARRY E. SYREN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5385
DATE SIGNED:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
NOTE: NOT VALID WITHOUT SHEETS 2 & 3 OF 3
POINT OF COMMENCEMENT
NW CORNER OF SECTION 25,
TOWNSHIP 48 SOUTH, RANGE 26 EAST
S02°19'36"E 181.25'
N87°40'24"E 50.00'
RIGHT-OF-WAY
S89°58'22"E 791.77'
POINT OF BEGINNING
IMMOKALEE ROAD
COUNTY ROAD 848
RIGHT-OF-WAY WIDTH VARIES
S89°58'22"E 278.34'
S00°01'38"W 10.00'
S67°26'04"W 8.32'
S64°03'19"W 1.39'
S77°49'36"W 67.44'
S22°33'56"E 60.00'
N67°26'04"E 3.76'
S63°47'26"W 188.56'
N15°51'03"W 10.07'
S86°19'05"W 46.90'
S61°33'05"W 97.76'
S01°52'56"E 26.48'
N27°19'36"W 297.94'
N27°19'36"W 378.97'
RIGHT-OF-WAY
WOODCREST DRIVE
N87°40'24"E 15.00'
S87°40'24"W 73.60'
C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22 C23 C24 C25
COPY
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
LAMORADA AMENITY CENTER
SECTION 25, TOWNSHIP 48, RANGE 26 EAST
COLLIER COUNTY, FLORIDA
JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
L.B. #642
SKETCH & DESCRIPTION
DATE 4-15-2013
PROJECT NO. 20149811-000
FILE NO. 25-48-26
SCALE 1"=200'
SHEET 1 OF 3
O:\2014\20149811-000\Surveying\Sketches & Descriptions\Lamorada Amenity Center.dwg (Ast) Mon Apr 15, 2013 - 4:04pm

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	25.00'	93°42'39"	S43°07'03"E	36.48'	40.89'
C2	421.84'	10°58'35"	S06°50'35"E	80.69'	80.81'
C3	25.00'	79°45'56"	S27°33'06"W	32.06'	34.80'
C4	25.06'	85°41'28"	S69°40'01"E	34.08'	37.48'
C5	1115.44'	1°44'14"	N11°27'07"W	33.82'	33.82'
C6	300.00'	22°27'48"	N19°22'57"W	116.87'	117.62'
C7	25.00'	14°45'48"	N23°13'57"W	6.42'	6.44'
C8	15.00'	94°44'14"	N63°13'10"W	22.07'	24.80'
C9	200.00'	27°35'35"	S83°12'30"W	95.39'	96.32'
C10	180.00'	32°56'59"	S80°31'48"W	102.09'	103.51'
C11	80.00'	31°14'19"	S79°40'28"W	43.08'	43.62'
C12	100.00'	17°28'01"	S86°33'37"W	30.37'	30.49'
C13	200.00'	8°29'30"	S82°04'21"W	29.61'	29.64'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C14	50.00'	35°51'22"	S68°23'24"W	30.78'	31.29'
C15	200.00'	30°46'18"	S65°50'52"W	106.13'	107.41'
C16	200.00'	19°40'57"	S71°23'33"W	68.37'	68.70'
C17	45.00'	17°22'15"	S52°51'57"W	13.59'	13.64'
C18	45.00'	78°34'37"	S04°53'31"W	56.99'	61.71'
C19	50.00'	66°48'18"	S00°59'39"E	55.05'	58.30'
C20	75.00'	65°13'49"	S00°12'25"E	80.85'	85.39'
C21	100.00'	30°56'23"	S17°21'08"E	53.35'	54.00'
C22	175.00'	26°36'34"	S51°38'55"W	80.55'	81.27'
C23	80.00'	29°42'40"	N79°19'03"W	41.02'	41.48'
C24	20.00'	118°29'01"	S56°17'46"W	34.37'	41.36'
C25	199.01'	6°32'02"	S06°12'36"E	22.68'	22.69'

NOTE: NOT VALID WITHOUT SHEETS 1 & 3 OF 3

LAMORADA AMENITY CENTER
SECTION 25, TOWNSHIP 48, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
L.B. #642

SKETCH & DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
4-15-2015	20149811-000	25-48-26	N/A	2 OF 3

O:\2014\20149811-000\Surveying\Sketches & Descriptions\Lamorada Amenity Center.dwg (AM2) MJM Apr 15, 2015 - 4:02pm

DESCRIPTION
A PARCEL IN
SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF SAID SECTION 25, S02°19'35"E, A DISTANCE OF 181.25 FEET; THENCE N87°40'24"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF IMMOKALEE ROAD (CR 846) AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING THENCE S89°58'22"E ALONG THE SOUTH RIGHT OF WAY OF SAID IMMOKALEE ROAD, A DISTANCE OF 791.77 FEET; THENCE S00°01'38"W ALONG SAID RIGHT OF WAY, A DISTANCE OF 10.00 FEET; THENCE S89°58'22"E ALONG SAID RIGHT OF WAY, A DISTANCE OF 278.34 FEET; THENCE DEPARTING SAID RIGHT OF WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°42'39", A CHORD BEARING OF S43°07'03"E, AND A CHORD DISTANCE OF 36.48 FEET, FOR AN ARC DISTANCE OF 40.89 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 421.84 FEET, A CENTRAL ANGLE OF 10°58'35", A CHORD BEARING OF S06°50'35"E, AND A CHORD DISTANCE OF 80.69 FEET, FOR AN ARC DISTANCE OF 80.81 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°45'56", A CHORD BEARING OF S27°33'06"W, AND A CHORD DISTANCE OF 32.05 FEET, FOR AN ARC DISTANCE OF 34.80 FEET; THENCE S67°26'04"W, A DISTANCE OF 8.32 FEET; THENCE S22°33'56"E, A DISTANCE OF 60.00 FEET; THENCE N67°26'04"E, A DISTANCE OF 3.76 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 25.06 FEET, A CENTRAL ANGLE OF 85°41'28", A CHORD BEARING OF S69°40'01"E, AND A CHORD DISTANCE OF 34.08 FEET, FOR AN ARC DISTANCE OF 37.48 FEET; THENCE S63°47'26"W, A DISTANCE OF 188.56 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 1,115.44 FEET, A CENTRAL ANGLE OF 01°44'14", A CHORD BEARING OF N11°27'07"W, AND A CHORD DISTANCE OF 33.82 FEET, FOR AN ARC DISTANCE OF 33.82 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 22°27'48", A CHORD BEARING OF N19°22'57"W, AND A CHORD DISTANCE OF 116.87 FEET, FOR AN ARC DISTANCE OF 117.62 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 14°45'48", A CHORD BEARING OF N23°13'57"W, AND A CHORD DISTANCE OF 6.42 FEET, FOR AN ARC DISTANCE OF 6.44 FEET; THENCE N15°51'03"W, A DISTANCE OF 10.07 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 94°44'14", A CHORD BEARING OF N63°13'10"W, AND A CHORD DISTANCE OF 22.07 FEET, FOR AN ARC DISTANCE OF 24.80 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 27°35'35", A CHORD BEARING OF S83°12'30"W, AND A CHORD DISTANCE OF 95.39 FEET, FOR AN ARC DISTANCE OF 96.32 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 32°56'59", A CHORD BEARING OF S80°31'48"W, AND A CHORD DISTANCE OF 102.09 FEET, FOR AN ARC DISTANCE OF 103.51 FEET; THENCE S64°03'19"W, A DISTANCE OF 1.39 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 31°14'19", A CHORD BEARING OF S79°40'28"W, AND A CHORD DISTANCE OF 43.08 FEET, FOR AN ARC DISTANCE OF 43.62 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 17°28'01", A CHORD BEARING OF S86°33'37"W, AND A CHORD DISTANCE OF 30.37 FEET, FOR AN ARC DISTANCE OF 30.49 FEET; THENCE S77°49'36"W, A DISTANCE OF 67.44 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 08°29'30", A CHORD BEARING OF S82°04'21"W, AND A CHORD DISTANCE OF 29.61 FEET, FOR AN ARC DISTANCE OF 29.64 FEET; THENCE S86°19'05"W, A DISTANCE OF 46.90 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 35°51'22", A CHORD BEARING OF S68°23'24"W, AND A CHORD DISTANCE OF 30.78 FEET, FOR AN ARC DISTANCE OF 31.29 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 30°46'18", A CHORD BEARING OF S65°50'52"W, AND A CHORD DISTANCE OF 106.13 FEET, FOR AN ARC DISTANCE OF 107.41 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 19°40'57", A CHORD BEARING OF S71°23'33"W, AND A CHORD DISTANCE OF 68.37 FEET, FOR AN ARC DISTANCE OF 68.70 FEET; THENCE S61°33'05"W, A DISTANCE OF 97.76 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 17°22'15", A CHORD BEARING OF S52°51'57"W, AND A CHORD DISTANCE OF 13.59 FEET, FOR AN ARC DISTANCE OF 13.64 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°34'37", FOR AN ARC DISTANCE OF 61.71 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 66°48'15", A CHORD BEARING OF S00°59'39"E, AND A CHORD DISTANCE OF 55.05 FEET, FOR AN ARC DISTANCE OF 58.30 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 65°13'49", A CHORD BEARING OF S00°12'25"E, AND A CHORD DISTANCE OF 80.85 FEET, FOR AN ARC DISTANCE OF 85.39 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 30°56'23", A CHORD BEARING OF S17°21'08"E, AND A CHORD DISTANCE OF 53.35 FEET, FOR AN ARC DISTANCE OF 54.00 FEET; THENCE S01°52'56"E, A DISTANCE OF 26.48 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 26°36'34", A CHORD BEARING OF S51°38'55"W, AND A CHORD DISTANCE OF 80.55 FEET, FOR AN ARC DISTANCE OF 81.27 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 29°42'40", A CHORD BEARING OF N79°19'03"W, AND A CHORD DISTANCE OF 41.02 FEET, FOR AN ARC DISTANCE OF 41.48 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 118°29'01", A CHORD BEARING OF S56°17'46"W, AND A CHORD DISTANCE OF 34.37 FEET, FOR AN ARC DISTANCE OF 41.36 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 199.01 FEET, A CENTRAL ANGLE OF 06°32'02", A CHORD BEARING OF S06°12'36"E, AND A CHORD DISTANCE OF 22.68 FEET, FOR AN ARC DISTANCE OF 22.69 FEET; THENCE S87°40'24"W, A DISTANCE OF 73.60 FEET TO A POINT ON THE EAST RIGHT OF WAY OF WOODCREST DRIVE; THENCE N02°19'36"W ALONG SAID RIGHT OF WAY, A DISTANCE OF 378.97 FEET; THENCE N87°40'24"E ALONG SAID RIGHT OF WAY, A DISTANCE OF 15.00 FEET; THENCE N02°19'35"W ALONG SAID RIGHT OF WAY, A DISTANCE OF 297.94 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF IMMOKALEE ROAD AND THE POINT OF BEGINNING.

CONTAINING 308,643 SQUARE FEET OR 7.09 ACRES, MORE OR LESS.

NOTE: NOT VALID WITHOUT SHEETS 1 & 2 OF 3

C:\2014\20149811-000\Surveying\Sketches & Descriptions\LaMorada Amenity Center.dwg (A&S) MJM Apr 15, 2015 - 4:01pm

LAMORADA AMENITY CENTER
SECTION 25, TOWNSHIP 48, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
L.B. #642

SKETCH & DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
4-15-2015	20149811-000	25-48-26	N/A	3 OF 3

Amended Exhibit "F"

Legal Descriptions of portions of the Property Declared to be a Neighborhood

GRAND VILLAS NEIGHBORHOOD:

Lots 129 - 223 of LAMORADA, according to the Plat thereof recorded in Plat Book ____59, Page ____1 of the Public Records of Collier County, Florida.

CLASSICS NEIGHBORHOOD:

Lots 1 – 10, Lots 17 – 25 and Lots 75 -128 of LAMORADA, according to the Plat thereof recorded in Plat Book ____59, Page ____1 of the Public Records of Collier County, Florida.

ESTATES NEIGHBORHOOD:

Lots 11 – 16 and Lots 26 - 74 of LAMORADA, according to the Plat thereof recorded in Plat Book ____59, Page ____1 of the Public Records of Collier County, Florida,

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

CARRIAGE HOMES AT LA MORADA CONDOMINIUM NEIGHBORHOOD:

Condominium Unit Nos. 1-101, 1-102, 1-201, 1-202, 2-101, 2-102, 2-201, 2-202, 3-101, 3-102, 3-201, 3-202, 15-101, 15-102, 15-201 and 15-202, of CARRIAGE HOMES AT LA MORADA, a Condominium, according to the Declaration of Condominium thereof, recorded under Instrument No. _____ in Official Records Book _____, at Page _____, of the Public Records of Collier County, Florida, together with an undivided interest in the common elements appurtenant thereto

Exhibit "J"

LaMorada -Naples
DRB Guidelines

Introduction:

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

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

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

COLLIER COUNTY FLORIDA OFFICIAL RECORDS PROOF COPY

Contents

Page 3	Design Review Approval Process
Pages 4 and 5	Two-step Process for Extensive Changes
Pages 6 and 7	Typical Design Review Applications
Pages 8 to11	Recommended Landscape Plants
Page 11-12	Restricted and Unacceptable Plants

Exhibits (Illustrations)

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

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

LaMorada

Design Review Approval Process

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

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

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

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

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

Until the DRB receives all required plans and specifications, the DRB may postpone review of any plans submitted for approval. The DRB has thirty (30) days after receipt of the required plans and specifications in which to accept, accept with conditions or reject any proposed plans.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Two Step Process

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

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

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

1. **Vegetation Survey**: Scale 1/8" = 1' or 1" = 10'. This plan must show the location, type and size of significant trees and shrubs on the homesite. This information can be shown on the landscape plan. Any plant materials to be removed must be indicated and care should be taken to preserve suitable plants and shrubs. All vegetation to remain should be barricaded at the drip line of trees. No debris or construction materials will be stored within barricades.
2. **Landscape Plan**: Scale 1/8" = 1' or 1" = 10'. This plan must indicate perimeter walls of structure plus window or door locations. This plan must indicate the location, botanical name, size, quantity and specifications of all proposed and existing to remain plant material. Proposed plant material should follow, but not necessarily be limited to the recommended plant list in this manual. An irrigation system is also required.
3. **Site Plan**: Scale 1/8" = 1' or 1" = 10'. This plan must consist of the following components with specifications:
   a) Building location.
   b) Setbacks.
   c) Existing vegetation.
   d) Property boundaries.
   e) Grading – to show all proposed and existing spot grades or contours, proposed site drainage and finished floor elevations.
   f) Easements.
   g) Paths, sidewalks.
   h) Outdoor use areas (i.e., pool, deck areas, atriums, etc.)
   i) Screening elements – all mechanical equipment and trash containers to be located on the exterior of the building must be shown on floor plan, site plan and elevation drawings, including the proposed method of screening. If plant material is used, the minimum height of the plant must be forty-eight (48) inches.

COLLIER COUNTY
OFFICIAL RECORDS
COPY

j) Driveways, Patios and Parking Areas – all hard surface exterior materials (driveways, patios, sidewalks, entry walkways, pools or decks, etc.) must be noted by type, color, manufacturers' specifications or other descriptive detail. These specifications may be included in the landscape plan. An enriched surface material should be considered for the driveway such as: stamped concrete, interlocking pavers, exposed aggregate or some other decorative treatment. No asphalt, loose gravel or unpaved surfaces will be permitted.

k) Outdoor Lighting – including yard lighting, if any, should be noted by location, type, manufacturer and intensity.

4. **Floor Plans**: Scale ¼" = 1'.To include balconies, decks, patios, atriums, utility meter locations, garage, square footage of total living area of residence.
5. **Roof Plan**: To show pitch, valleys, hips, etc.
6. **Exterior Elevations**: Scale ¼" = 1'. To include all exterior elevations of main walls, etc., with heights clearly indicated.
7. **Exterior Material Specifications Sheet**: To include samples of exterior colors, paint brand, color number and name, and exterior materials proposed for use.
8. **Four Sets of Construction Plans**: The committee retains one set on file and returns three stamped approved, to builder for use in obtaining a Collier County building permit.

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Typical Design Review Applications

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

1. See Set-Back Requirements below.

LaMorada Minimum Setbacks	Single Family Detached
Front Setback to Private Right-of-Way **	20'
Front Setback with Side-Entry Garages	20'
Side Setback (Principal & Accessory Structures)*	6'
Minimum Distance between Structures	12'
Rear Setback* (Principal Structure)	15'
Rear Setback* (Accessory Use)	10'
Setback to Water Body (Principal Structure)*	25'
Setback to Project Perimeter (Accessory Structure)*	10'
Setback from a Preserve or C.E.(Principal)	25'
Setback from a Preserve or C.E. (Accessory)	10'
Building-Structure Height	35'

*Except no part of a structure(principal or accessory) may encroach into a drainage, lake maintenance or utility easement.
C.E. : Conservation Easement
** Setback from the sidewalk to the garage door must be at least 23'

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

equipment, etc.

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

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

Re-Painting Existing Structure

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

Driveway Pavers

1. Include manufacturer, pattern, color number and name. Prefer to have an actual sample or color picture. Also, need samples or photos of house paint and color of roof to assure compatibility.
2. When proposing any "change" in size of driveway, an as built site plan is necessary for us to see current driveway with proposed extension sketched in a different color or shading.

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Solar Panels (Exhibit D)

Solar panels may require additional landscape, where the panels would be highly visible from the street. Solar collector panels shall be in accordance with the requirements of Section 163.04, Florida statutes.

Satellite or TV Dishes

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

Playground Equipment (Exhibit C)

1. Show an as-built site plan – and proposed placement of the play equipment. Play areas, swing sets, gym sets, etc. cannot be located in the front yard. Play areas, swing sets, gym sets, etc., should be buffered from neighbors' views. Therefore, show placement of any landscaping to be used to conceal from view.
2. If you have a picture from a catalog, etc., of the equipment, please include with your request.

Fences

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

Screen Doors and Entries

1. Plain screen doors are approved – doors with no ornamentation, a small kick plate and a crossbar at or near handle for stability. Generally bronze is preferred to make it appear as a

shadow, rather than a sharp contrast to architecture. Color still needs to be approved, however, as all neighborhoods and/or buildings can vary.

2. If using the Phantom Screen, frame should match the front door color as closely as possible. Appearance of "Phantom Screen" (trademark) is less obtrusive than a full screen door.
3. Screening of an entry way or a front porch area is not acceptable and not permitted.
4. No garage door screens are permitted.

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

1. Need a footprint (sketch floor plan), of residence (for condos and villas a "cutaway" is usually found on sales literature) that shows exact location of shutter placement, i.e., outside bedroom window, across the lanai, etc. Helpful to number each location.
2. Include color of window trim and color of shutter slats and frame. (white, off-white, beige, bronze, etc.) Proposed storm shutter color should blend with wall color. Condos will have a pre-established standard color to be used on the particular condo building.
3. Accordion style shutters are not permitted for the front elevation of the home.

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

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

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

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Recommended Landscape Plants

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

Canopy Trees & Palms:

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

Minimum height at planting shall be 12 feet.

Palms, 14 feet measured to the bud.

Canopy Trees: 2 ½ inch caliper, minimum.

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Sub-Canopy Trees:

Botanical Name	Common Name
Podocarpus macrophyllus	Japanese Yew
Nerium oleander	Oleander
Myrica cerifera	Wax Myrtle
Ligustrum japonica	Ligustrum tree
Psidium littorale	Cattley Guava
Lagerstroemia indica	Crape Myrtle
Myrsine guianensis	Myrsine
Ilex cornuta 'burfordii'	Burford Holly
Ilex cassine	Dahoon Holly

Illex opaca 'East Palatka'	East Palatka Holly
Podocarpus gracilior	Weeping Podocarpus
Phoenix roebellinii	Pygmy Date Palm

Trees: Minimum height at planting shall be 5 feet.

Shrubs:

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

SHRUBS:

Minimum height: 18 to 24 inches

Minimum spacing: 24 to 36 inches on center

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

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Shrubs for Screening Mechanical Equipment:

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

Ground Cover/Vines:

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

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

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

WCI Color Standard: No Red Dye Mulch.

Rock or Stone used as mulch is not acceptable.

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

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

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

Botanical Name	Common Name
Chrysalidocarpus lutescens	Areca Palm
Cocos nucifera	Coconut Palm
Bucida buceras	Black Olive
Swietenia mahogani	Mahogany
Roystonea regina	Cuban Royal Palm
Schefflera actinophylla	Umbrella Tree
Vietchia merillii	Manila Palm
Ravenea glauca	Majesty Palm
Gardenia spp.	Gardenia
Hibiscus rosa-sinensis	Hibiscus

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

Botanical Name	Common Name
Casuarina spp.	Australian Pine
Araucaria excelsa	Norfolk – Island Pine
Grevillea robusta	Silk Oak
Acacia auriculeaformis	Earleaf Acacia
Rhodomytus tomentosa	Downy Rose Myrtle
Melaleuca quinquenervia	Cajeput
Schinus terebinthifolius	Brazilian Pepper
Dalbergia sissoo	Rosewood
Cupaniopsis anacardioides	Carrotwood
Bischofia javanica	Java Bishopwood
Albizia lebbeck	Woman's Tongue
Eucalyptus camaldulensis	Murray Red Gum
Syzygium cumini	Java Plum
Thespesia populnea	Cork Tree
Sapium sebiferum	Chinese Tallow
Lygodium spp.	Old World Climbing Fern
Dioscoea bublifera	Air potato
Colubrina asiatica	Lather Leaf

Mimosa pigra	Catclaw Mimosa
Abrus precatorius	Rosary Pea
Ficus species	Ficus
Syzygium jambos	Rose Apple
Melaleuca quinquenervia	Melaleuca

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EXHIBIT A-1

Pools and Pool Enclosures

Proposal must include:

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

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

2. Screen Enclosure Elevations – show in relation to home. Color: Bronze, only.

3. Landscape Plan showing how the pool will be buffered from off-site view. (Next Page)

For Example:

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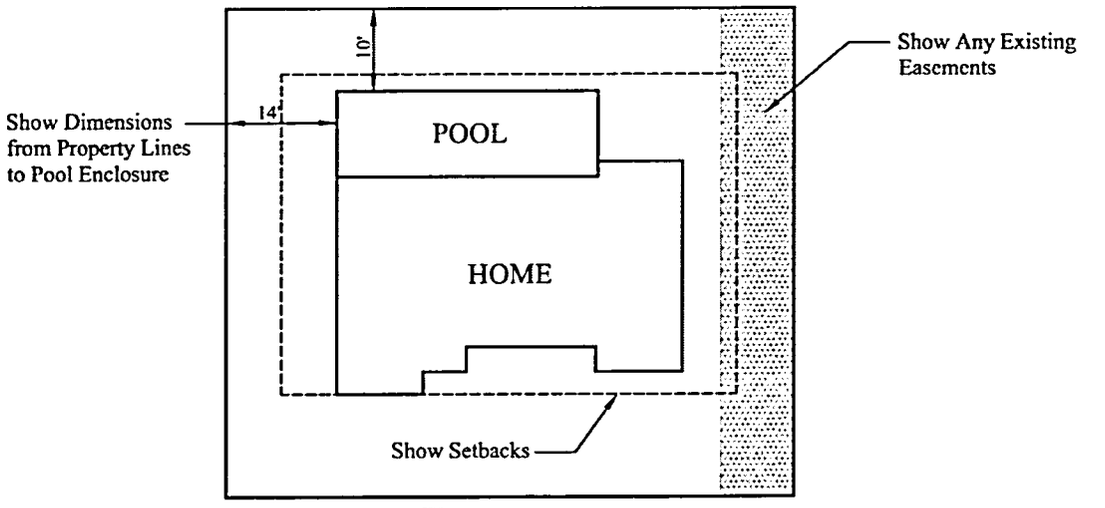
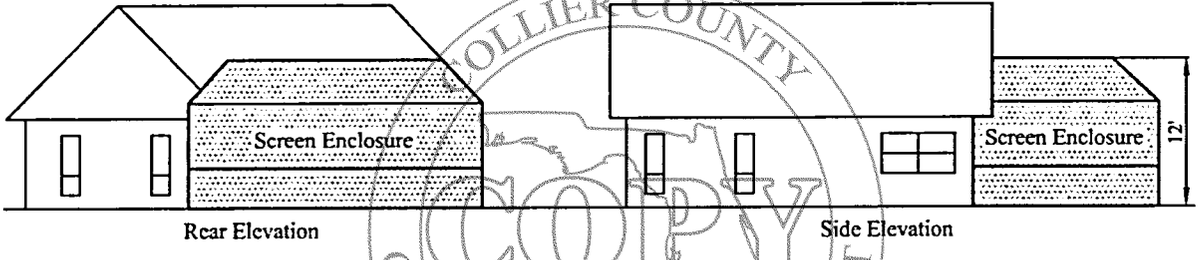


1 Site Plan



2 Screen Enclosure Elevations

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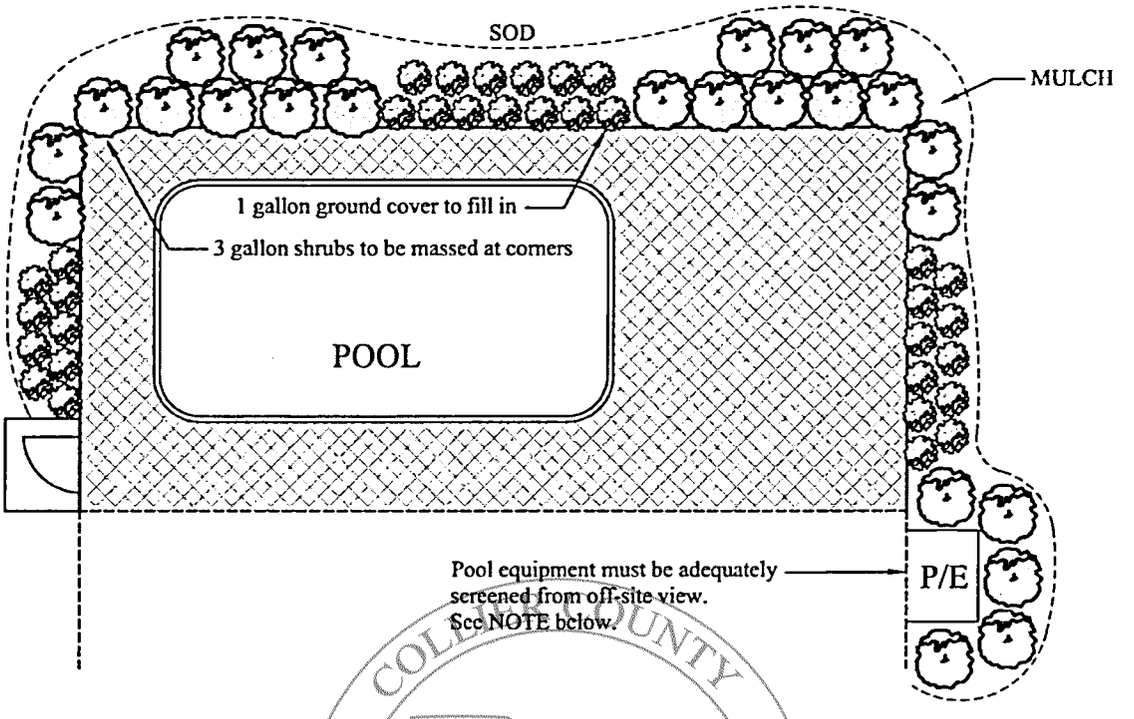
EXHIBIT A-2

Landscaping Pool / Patio Enclosure

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



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

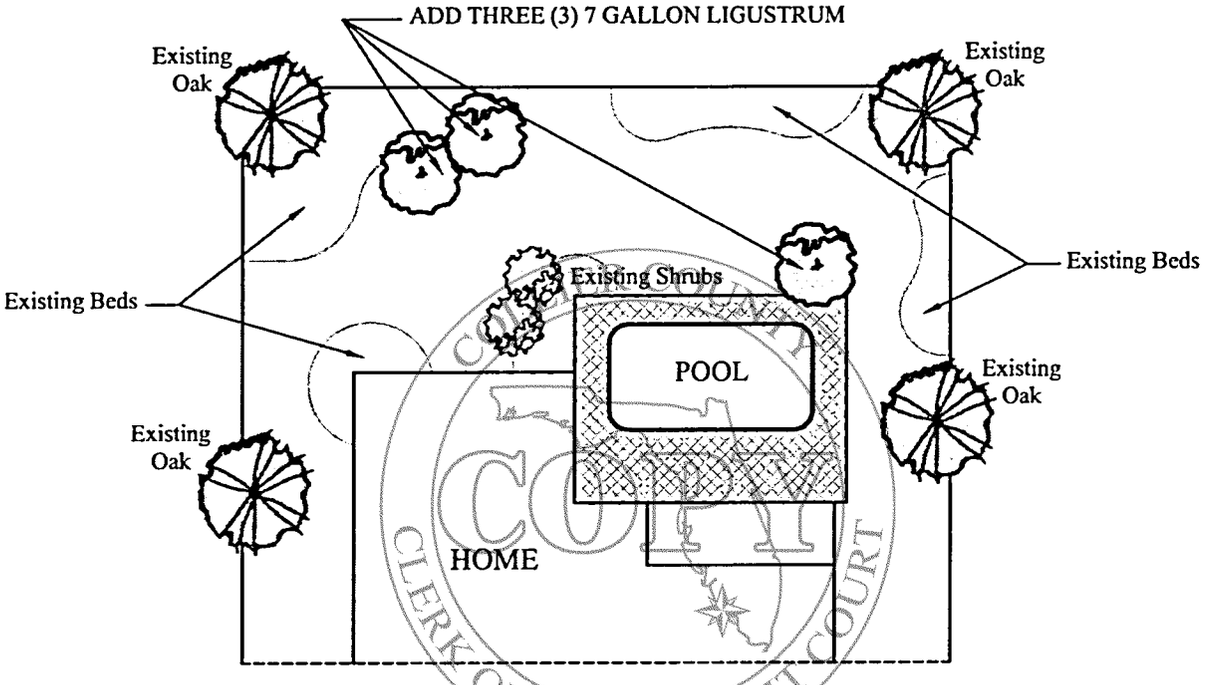
NOTE: Pool equipment must be screened from off-site view with sufficiently dense plant material, 48" minimum height when installed. Materials for this purpose would be in addition to the quantities listed above.

EXHIBIT B

Landscape Modifications

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

For Example:



Landscape Plan

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

EXHIBIT C

Play Equipment

A request for approval must consist of the following:

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

For Example:

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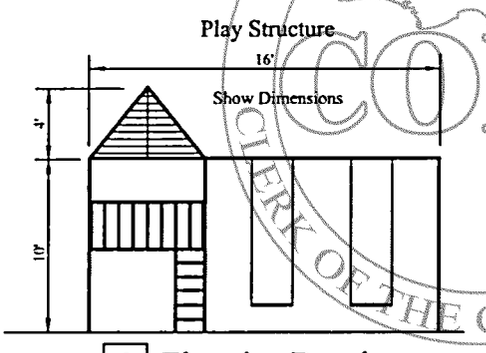
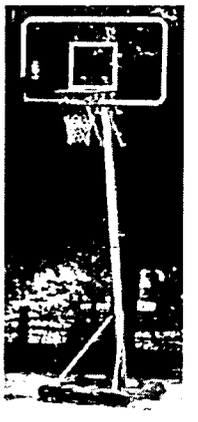
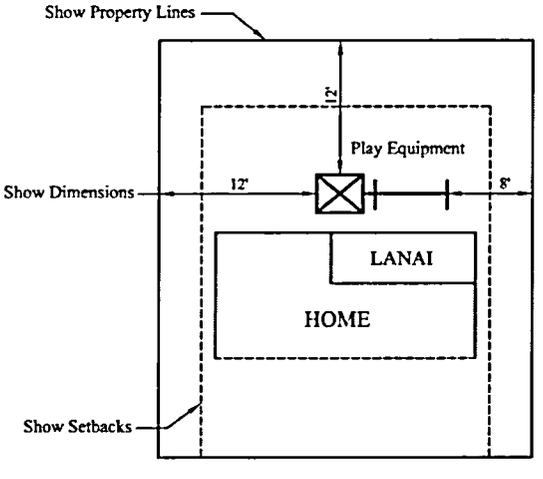


1 Elevation Drawing

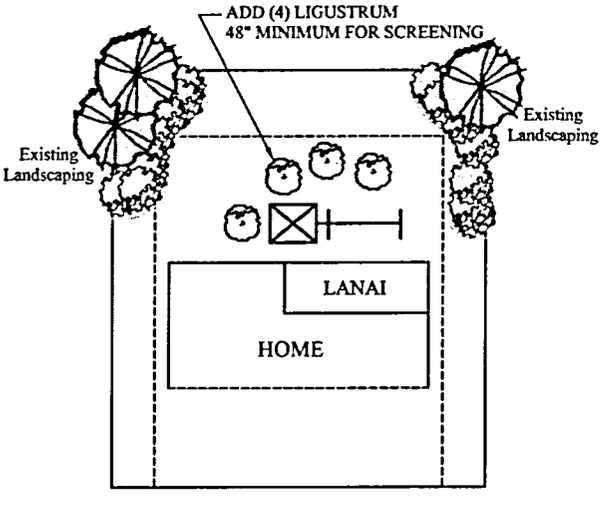
Basketball

NOTE: ***Temporary play equipment must be removed from view when not in use or be considered permanent and above requirements will apply.***





2 Site Plan



3 Landscape Plan

EXHIBIT D

Solar Panels

The proposal must consist of the following:

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

For Example:

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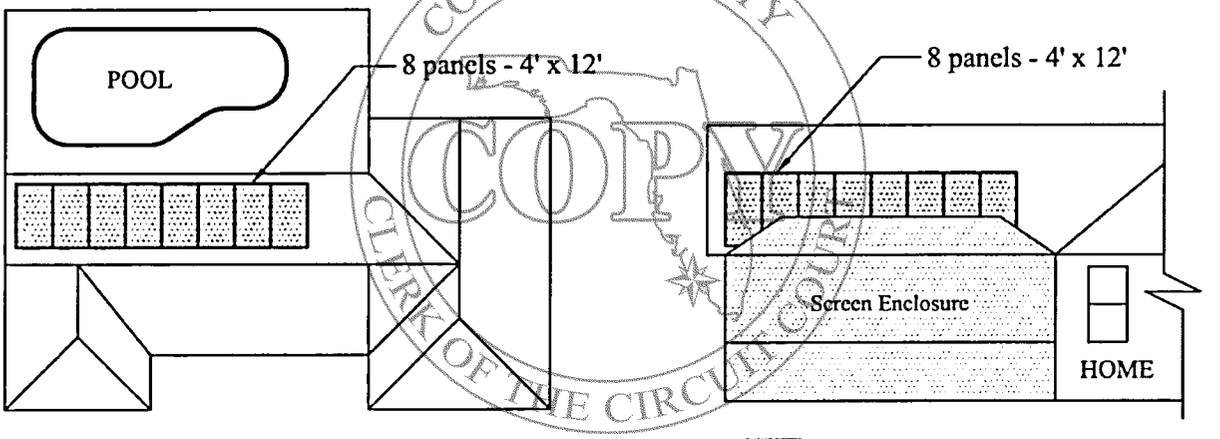
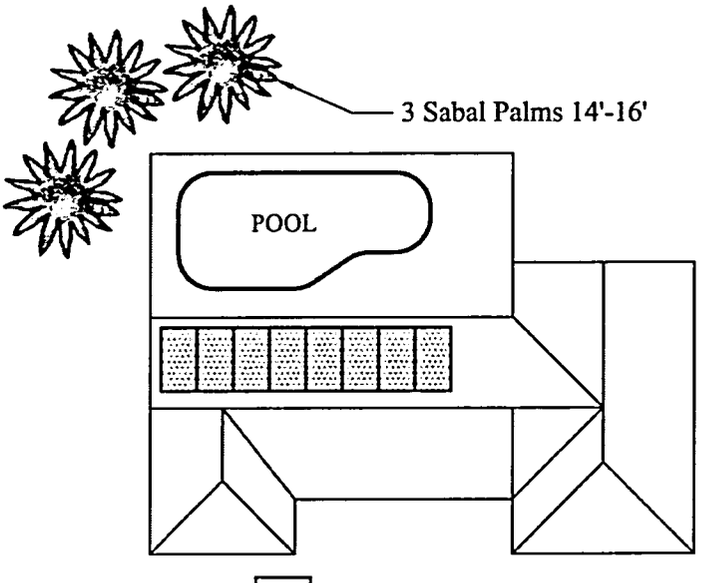


1 Roof Plan

2 Elevation Drawing



3 Landscape Plan

LaMorada

REQUEST FOR DESIGN REVIEW

Date: _____ **Home Model**: _____

Applicant's name: _____

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

Property Address: _____ *Unit #* _____

Mailing address (if different): _____

Telephone and email address: _____

Builder or Contractor's name: _____

Company name: _____

Company address: _____

Telephone and email address: _____

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Requesting Approval of:

Must Check

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

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

Mail to:

Attn: LaMorada Property Mgr.
Castle Management Group
24311 Walden Center Drive

WCI Design Review

_____

Approved **Rejected**

Bonita Springs, FL 34134
239-498-5455





Thank you for helping to maintain the design standards of LaMorada.

INSTR 5198578 OR 5216 PG 3693 RECORDED 11/23/2015 3:51 PM PAGES 3
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $27.00

Prepared By and To Be Returned To:
Nicole Swartz, Esq.
WCI Communities, LLC
24301 Walden Center Dr.
Bonita Springs, FL 34134

SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LAMORADA

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LAMORADA ("Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida ("Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Restrictions And Easements for LaMorada was recorded on June 9, 2015, in Official Records Book 5161, Page 2053, public records of Collier County, Florida, as amended and supplemented from time to time (collectively, "Declaration"); and

WHEREAS, pursuant to Section 17.1 of the Declaration, during the Declarant Control Period, the Declaration, Articles and Bylaws may be amended by Declarant alone without the consent or joinder of any other Owner or the Association; provided, however, the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Declarant shall, from time to time, request; and

WHEREAS, the Declarant Control Period has not expired; and

WHEREAS, Declarant now desires to amend the Declaration as set forth herein and the Association has joined in and consented to this Amendment upon request of Declarant;

NOW, THEREFORE, Declarant hereby states as follows:

1. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter.

2. Section 6.9 of the Declaration is hereby deleted and amended and restated in its entirety to read as follows:

> 6.9 Encroachments in Easement Areas. The Association is the holder of certain easements pertaining to drainage and stormwater management on some, but not all, of the Lots, such easements having been created pursuant to the Plats or in other recorded documents ("Association Easement Areas"). In the event that air conditioning equipment and underlying pads (collectively, "A/C System"), pool pumps, heaters, pads and related equipment (collectively, "Pool System") or roof structures ("Roofs") for certain Lots are located within the Association Easement Areas, the Declarant hereby grants a perpetual, non-exclusive easement to permit the historic and future use of such existing A/C Systems, Pool Systems and Roofs as are contained within the Association Easement Areas provided such A/C Systems, Pool Systems and Roofs are constructed by Declarant or the construction and installation of such structure is approved as otherwise permitted herein based on the understanding that the existing A/C Systems, Pool Systems and Roofs do not impair the use of the Association Easement Areas for drainage purposes.

3. Except as modified by this Amendment, the Declaration remains valid and in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Declaration prior to the effective date hereof, the provisions of this Amendment shall control.

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IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its authorized officer as of this 20 day of November, 2015.

WITNESSES:

Signature: Mary Sloan
Printed Name: Mary Sloan

Signature: Ledia Metaj
Printed Name: LEDIA METAJ

WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida.

Signature: _____
Paul Erhardt, Senior Vice President,

SEAL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20th day of ~~January, 2014~~ November, 2015, by Paul Erhardt, as Senior Vice President of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida. He ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

Ledia Metaj
(Signature)

Name: LEDIA METAJ
(Legibly Printed)

LEDIA METAJ
MY COMMISSION # FF 051798
EXPIRES: November 3, 2017
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida

#FF051798
(Commission Number, if any)

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

JOINDER

LaMorada At Naples Master Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the terms and provisions of the Second Amendment to Declaration of Covenants, Restrictions and Easements for LaMorada to which this instrument is attached.

Dated this 20th day of November, 2015.

WITNESSES:

LaMorada At Naples Master Association, Inc., a Florida not-for-profit corporation

Signature: Mary Sloor
Printed Name: Mary Sloor

By: Shaun Gillis
Shaun Gillis, President

Signature: Ledia Metaj
Printed Name: LEDIA METAJ

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

SEAL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20th day of November, 2015, by Shaun Gillis, as President of LaMorada At Naples Master Association, Inc., a Florida not-for-profit corporation. He ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

Ledia Metaj
(Signature)

Name: LEDIA METAJ
(Legibly Printed)

LEDIA METAJ
MY COMMISSION # FF 051798
EXPIRES: November 3, 2017
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida

FF 051798
(Commission Number, if any)

LaMorada at Naples Master Association, Inc
Estimated Operating Budget
For the Period of January 1, 2017 - December 31, 2017
343 Units

Description		Association Annual Amount
Revenue		
Assessments - General	$	1,096,774.17
Neigborhood Assessments (Landscape Maintenance)	$	241,416.00
Food & Beverage Revenue	$	15,000.00
Lifestyle Programs Revenue	$	3,744.00
Total Estimated Revenue	**$**	**1,356,934.17**
Administrative Expenses		
Insurance	$	18,077.50
Annual Financial Audit	$	7,750.00
Corporate Annual Report Filing Fee	$	62.00
Administration of the Association	$	3,087.00
Office Supplies	$	4,000.00
Legal Fees	$	1,200.00
Association Website	$	2,340.00
Management Fees Per Management Agreement	$	28,812.00
Property Manager Per Management Agreement	$	82,320.00
Total Estimated Administrative Expenses	**$**	**147,648.50**
Operating Expenses		
Landscape Maintenance	$	249,036.00
Landscape Replacement	$	5,000.00
Tree Trimming	$	25,000.00
Annual Flowers	$	15,000.00
Mulch	$	50,000.00
Irrigation Pump Maintenance	$	1,500.00
Preserve Maintenance	$	5,000.00
Storm Water Management	$	2,000.00
Lake Maintenance	$	20,976.00
Pressure Cleaning	$	9,000.00
Street Cleaning	$	1,350.00
Pest Control	$	1,200.00
Maintenance Personnel Per Mangement Agreement	$	47,718.40
General Repairs & Maintenance	$	6,500.00
HVAC Maintenance	$	500.00
Gatehouse Supplies	$	1,000.00
Gatehouse Maintenance	$	4,200.00
Envera Service	$	66,501.00
Holiday Decorations	$	4,000.00
Total Estimated Operating Expenses	**$**	**515,481.40**
Utility Expenses		
Electricity - Fountain	$	3,000.00
Electricity - Gatehouse	$	1,500.00
Electricity - Irrigation	$	15,500.00
Electricity - Street Lights	$	30,000.00
Telephone - Gatehouse	$	1,200.00

LaMorada at Naples Master Association, Inc
Estimated Operating Budget
For the Period of January 1, 2017 - December 31, 2017
343 Units

Description		Association Annual Amount
Water/Sewer	$	1,000.00
Total Estimated Utility Expenses	**$**	**52,200.00**
AMENITY CENTER EXPENSES		
Administrative Expenses		
Insurance for Amenity Center	$	20,020.00
Movie Licensing	$	1,500.00
Music Licensing	$	2,000.00
Social Events	$	2,000.00
Personnel Supplies	$	600.00
Holiday Decorations	$	3,000.00
Access Control	$	1,050.00
24 Hour Monitoring	$	7,140.00
Video Surveillance	$	5,532.00
Maintenance Personnel	$	56,616.00
Total Estimated Administrative Expenses	**$**	**99,458.00**
Operating Expenses		
HVAC Maintenance Contract	$	3,000.00
HVAC Repairs	$	2,000.00
Janitorial Service Contracts	$	21,600.00
Janitorial Supplies	$	6,000.00
Laundry	$	950.00
General Repairs & Maintenance ie: cabanas, amenities	$	6,000.00
Pool Permits	$	650.00
Pool Maintenance Contract	$	18,000.00
Pool Repairs to Include Pool Equipment, Pool Surface, Pool Deck	$	1,200.00
Pest Control Services Contract	$	4,200.00
Fire Alarm Monitoring Contract	$	350.00
Fire Alarm Annual Inspections and Certifications	$	2,000.00
Fire Sprinklers Inspections for Clubhouse	$	630.00
Fire/Security Alarm Maintenance & Repairs	$	1,260.00
Fire Extinguishers Inspections	$	200.00
Vehicle Lease	$	2,643.45
Total Estimated Operating Expenses	**$**	**70,683.45**
Recreation & Entertainment Expenses		
Lifestyle Program Costs	$	2,400.00
Pickle Ball Courts Maintenance and Repairs	$	600.00
Tennis Court Resurfacing	$	6,400.00
Tennis Court Repairs	$	1,500.00
Bocce Ball Court Maintenance	$	1,500.00
Theater - Audio Visual	$	500.00
Massage Room Supplies	$	500.00
Exercise Room Supplies	$	2,000.00
Exercise Room Floor	$	1,500.00
Fitness Equipment Maintenance Contract	$	840.00
Fitness Equipment Repairs	$	3,000.00

LaMorada at Naples Master Association, Inc
Estimated Operating Budget
For the Period of January 1, 2017 - December 31, 2017
343 Units

Description		Association Annual Amount
Gym Supplies	$	1,500.00
Total Estimated Recreation & Entertainment Expenses	**$**	**22,240.00**
Amenity Center Landscaping Expenses		
Landscape Maintenance Contract (Clubhouse Only)	$	23,000.00
Landscape Replacement (Clubhouse Only)	$	3,500.00
Palm/Hardwood Pruning over 12' (Clubhouse Only)	$	2,500.00
Mulch Installation (Clubhouse Only)	$	2,200.00
Irrigation Maintenance (Clubhouse Only)	$	2,400.00
Total Estimated Amenity Center Landscaping Expenses	**$**	**33,600.00**
Food & Beverage Expenses		
F&B Supervisor	$	-
Catering Contract Labor	$	15,680.00
Catering Fees	$	15,000.00
Printing & Duplicating	$	500.00
POS System	$	2,400.00
Music & Entertainment	$	6,000.00
Community Promotional	$	2,750.00
Paper/Plastic	$	1,500.00
Operating Supplies	$	1,000.00
Equipment Preventative Maintenance	$	2,700.00
Equipment Lease - Ice Machine	$	2,519.00
Total Estimated Food & Beverage Expenses	**$**	**52,199.00**
Amenity Center Utility Expenses		
Internet	$	2,340.00
Streaming Radio	$	680.00
Telephones - Clubhouse	$	2,700.00
Water / Sewer - Clubhouse & Pool	$	18,500.00
Total Estimated Amenity Center Utility Expenses	**$**	**87,155.31**
TOTAL ESTIMATED ANNUAL AMENITY CENTER EXPENSES	**$**	**365,335.76**
Neighborhood Expenses (Homesite Landscape Maintenance)		
Landscape Maintenance Contract - Grand Villa 40' (95 units)	$	91,200.00
Mulch 40'	$	25,000.00
Tree Trimming 40'	$	12,065.00
Irrigation Repairs 40'	$	2,850.00
Total Grand Villa 40' Neighborhood Expenses	**$**	**131,115.00**
Landscape Maintenance Contract - Classics 55' (73 units)	$	78,840.00
Mulch 55'	$	20,000.00
Tree Trimming 55'	$	9,271.00
Irrigation Repairs 55'	$	2,190.00
Total Classics 55' Neighborhood Expenses	**$**	**110,301.00**
Total Estimated Neighborhood Expenses	**$**	**241,416.00**

LaMorada at Naples Master Association, Inc
Estimated Operating Budget
For the Period of January 1, 2017 - December 31, 2017
343 Units

Description		Association Annual Amount
Reserves		
Roadways	$	10,875.00
Gatehouse - Roof	$	406.96
Gatehouse Paint	$	1,488.17
Gatehouse HVAC	$	578.81
Gates	$	2,416.67
Access Control & Monitoring Systems	$	13,115.92
Monuments	$	3,180.51
Walls & Fences	$	2,790.48
Total Estimated Reserves Expenses	$	34,852.51
Total Estimated Common Expenses	**$**	**1,115,518.17**
Total Estimated Common and Neighborhood Expenses	**$**	**1,356,934.17**

2017 LaMorada at Naples Master Association Inc. Schedule of Estimated QUARTERLY Assessments

General Common Assessment (All Units)	$	799.40
Neighborhood Assessment - Grand Villa 40'	$	345.04
Neighborhood Assessment - Classic 55'	$	377.74
Grand Villas 40' (95 Units)		
General Common Assessment	$	799.40
Neighborhood Assessment	$	345.04
Grand Villas Total Common Assessment	$	1,144.44
Classics (73 Units)		
General Common Assessment	$	799.40
Neighborhood Assessment	$	377.74
Classics Total Common Assessment	$	1,177.14
Estates (55 Units)		
General Common Assessment	$	799.40
Neighborhood Assessment	$	-
Estates Total Common Assessment	$	799.40
Carriage Homes (120 Units)		
General Common Assessment	$	799.40
Neighborhood Assessment	$	-
Carriage Homes Total Common Assessment	$	799.40

LaMorada at Naples Master Association, Inc.
Estimated Operating Budget [1,2]
For the Period of January 1, 2017 - December 31, 2017
343 Units
Common Reserve Schedule

Item	Estimated Replacement Cost	Total Estimated Life	Estimated Remaining Useful Life	Projected Balance As of 1/1/2017	Annual 2017 Funding Requirement
COMMON RESERVES					
Roadways	315,000	30	28	10,500	10,875
Gatehouse- Roof	9,750	25	23	390	407
Gatehouse Paint	8,681	7	5	1,240	1,488
Gatehouse HVAC	5,145	10	8	515	579
Gates	34,750	15	13	3,333	2,417
Access Control & Monitoring System	94,500	7	7	2,689	13,116
Monuments	59,250	20	18	2,001	3,181
Walls & Fences	79,800	30	28	1,667	2,790
TOTAL COMMON RESERVES	**606,876**				**34,853**

LaMorada at Naples Master Association, Inc.
Estimated Operating Budget [1,2]
For the Period of January 1, 2017 - December 31, 2017
343 Units

Notes & Disclaimers:

1 - All initially capitalized terms not defined herein shall have the meaning assigned to such terms in the Declaration of Covenants, Restrictions and Easements for LaMorada ("Declaration"). Each Owner should consult the Declaration and its exhibits for a more complete description of Assessments.

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2 - This Estimated Operating Budget is projected and is not a guarantee of the actual amount of expenses. Therefore, it is possible that actual expenses may be less than or greater than projected.

THE AMOUNTS LISTED IN THE PROJECT GOVERNING DOCUMENTS THAT YOU WILL PAY TO THE ASSOCIATION CAN CHANGE IN THE FUTURE. THE AMOUNTS WILL MOST LIKELY INCREASE AS A RESULT OF THE CONTINUING RISE IN INSURANCE PREMIUMS, UTILITIES COSTS AND OTHER COSTS. THE ASSOCIATION HAS USED COMMERCIALLY REASONABLE EFFORTS TO ANTICIPATE POTENTIAL FUTURE INCREASES IN INSURANCE PREMIUMS AND UTILITIES COSTS, BUT THE ASSOCIATION CAN MAKE NO GUARANTEE THAT THESE ESTIMATE AMOUNTS WILL IN FACT BE CORRECT. THE RISE IN INSURANCE PREMIUMS AND THE CONTINUING MODIFICATION OF INSURANCE COVERAGES BY INSURERS IS A GLOBAL ISSUE AFFECTING ALL TYPES OF PROPERTIES IN THE ENTIRE STATE OF FLORIDA.

Since the Developer intends to deficit fund in 2017, the estimated Association surplus or deficit as of the end of 2017 will be $0.

The Neighborhood Assessments for Landscaping include expenses associated with the contracted specifications for Landscaping Maintenance, Mulch, Irrigation Repair, Fertilization, and Annual tree trimming on each lot. It does not include replacement of plants, trees or other landscape materials, the expense for which may befall the lot owner from time to time.

At the time of the initial sale of each Lot or Unit is closed, the purchaser of the Lot or Unit shall pay to the Association an Initial Capital Contribution of $500. Refer to Section 9.15 of the Declaration for further information.

THE ASSOCIATION IS ONLY RESPONSIBLE FOR LAWN AND LANDSCAPE MAINTENANCE AS OUTLINED HEREIN FOR GRAND VILLA HOMESITES (LOTS 129 TO 223)AND CLASSICS HOMESITES (LOTS 75 TO 128) AND OWNERS OF GRAND VILLAS AND CLASSICS HOMESITES SHALL PAY A NEIGHBORHOOD ASSESSMENT FOR THE SAME AS PROVIDED FOR HEREIN. OWNERS OF ESTATES HOMESITES ARE RESPONSIBLE FOR ALL LAWN AND LANDSCAPING MAINTENANCE ON THEIR HOMESITES AT THEIR SOLE COST AND EXPENSE AND THE PROPERTY WITHIN THE CARRIAGE HOMES AT LAMORADA CONDOMINIUM SHALL BE MAINTAINED AT THE SOLE COST AND EXPENSE OF THE CARRIAGE HOMES AT LAMORADA CONDOMINIUM ASSOCIATION. REFER TO THE DECLARATION FOR MORE INFORMATION REGARDING MAINTENANCE OBLIGATIONS.

THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE OTHER THAN ROADWAYS, GATEHOUSE ROOF, GATEHOUSE PAINT, GATEHOUSE HVAC, GATES, ACCESS CONTROL & MONITERING SYSTEM, MONUMENTS AND WALLS & FENCES AND THIS MAY RESULT IN A SPECIAL ASSESSMENT. OWNERS MAY ELECT TO PROVIDE FOR ADDITIONAL RESERVE ACCOUNTS PURSUANT TO SECTION 720.303(6), FLORIDA STATUTES, UPON OBTAINING THE APPROVAL OF A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION BY VOTE OF THE MEMBERS AT A MEETING OR BY WRITTEN CONSENT.