

This instrument prepared by and return to:

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RECORD IN LEE COUNTY, FLORIDA

**MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
VERDANA VILLAGE**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS, FOR VERDANA VILLAGE ("Master Declaration") is made this 20 day of JANUARY, 2021, by **Cam Village Development, LLC**, a Florida limited liability company ("Declarant") for itself and its successors, grantees, and assigns; **TPL-Land-Sub, LLC**, a Florida limited liability company, and **TP2-Land-Sub, LLC**, a Florida limited liability company ("Consenting Owners"), hereby join in and consent to this Master Declaration for the sole purpose of submitting its lands to the jurisdiction of the Master Declaration.

WITNESSETH:

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

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

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

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Declarant and Consenting Owner declare that the Land shall be held, transferred, sold, conveyed, and occupied subject to this Master Declaration, and to the covenants, conditions, restrictions, easements, charges, and liens (collectively "Covenants") hereinafter set forth. The Covenants shall run with the Land and be binding upon and inure to the benefit of all present and future Owners of Parcels and Units, including condominiums, if any. The acquisition of fee simple title to a Parcel or Unit, or any ownership interest in the Community, or the lease, occupancy, or use of any portion of a Unit or Parcel, shall constitute an acceptance and ratification of all provisions of this Master Declaration and an agreement to be bound by its terms. The Declarant reserves the right to add or remove property to and from this Master Declaration. In the event the Declarant removes real property from the terms of this Master Declaration, the Declarant hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential units in the real property that has been submitted to and/or removed from the terms of this Master Declaration, use and easement rights to all or portions of the removed property and/or the

Common Area, all upon such terms as the Declarant may impose in an agreement recorded in the Public Records of Lee County, Florida.

1. **DEFINITIONS.** All terms and words in this Master Declaration and its recorded Exhibits shall have the meanings stated below unless the context clearly requires otherwise, and all attached Exhibits are incorporated into this Master Declaration by reference.

1.1 "Architectural Review Committee" or "ARC" means the committee formed to maintain the quality and architectural harmony of improvements within the Community pursuant to this Master Declaration.

1.2 "Area of Common Responsibility" shall mean and refer to the Common Areas together with those areas that, by the terms of this Master Declaration, are the maintenance responsibility of the Master Association.

1.3 "Articles" means the Articles of Incorporation of the Master Association, a copy of which is attached as **Exhibit "B"**.

1.4 "Assessment(s)" shall mean the amount assessed against each Unit or Parcel by the Master Association to provide the necessary funds for the operation and management of the Master Association, as more particularly set forth in Section 4.

1.5 "Board of Directors" or "Board" means the Board of Directors of the Master Association.

1.6 "Builder" means any person or entity who purchases one or more Units, or who purchases a Parcel, for the purpose of constructing a Residence for later sale to third party end users, in the ordinary course of such person's or entity's business, and who is specifically designated as a "Builder" by Declarant in the deed of conveyance, or by amendment to this Master Declaration, or by other written instrument. As of the date of recording of this Master Declaration, Pulte Home Company, a Michigan limited liability company, and Lennar Homes, LLC, a Florida limited liability company, shall be designated Builders.

1.7 "Bylaws" means the Bylaws of the Master Association, a copy of which are attached hereto as **Exhibit "C"**.

1.8 "CDD" means the V-Dana Community Development District.

1.9 "Common Area" or "Common Areas" shall mean and refer to those areas of land within or without the Land that are dedicated to or owned by the Master Association; or any other property that is dedicated, conveyed, leased, used by, or licensed to the Master Association; any property over which the Master Association holds an easement; or any property anywhere located for which the Master Association has assumed responsibility of its maintenance, either under the terms of this Master Declaration or by separate agreement, and which are intended to be devoted to the common use and/or enjoyment of the Members, together with any and all personal property and fixtures located thereon. Common Areas may include, but not be limited to open spaces, perimeter walls, landscaped areas, fountains, street lighting, project signage and entry features, Water Management Systems and Streets (if delegated by the CDD) and any other area or facility that Declarant designates as such or is dedicated to the Master Association on the subdivision plats for the Community. Common Areas may be dedicated, expanded, reduced, or clarified by Supplemental Declaration. The term "Common Areas" shall also include any personal property acquired by the Master Association if said property is designated as Common Area in the bill of sale or instrument transferring same or subsequently declared by the Master Association or the Declarant to be Common Areas.

1.10 "Community" means the residential community to be called Verdana Village, which is to be developed upon the Land and all improvements now or hereafter located thereon, and includes the Land and all improvements on any land submitted to the provisions of this Master Declaration, and any

lands added hereafter pursuant to the right to add additional lands.

1.11 "Conservation Areas" means those areas designated by Lee County and/or the SFWMD or other governmental entity that are required to be preserved in their natural or permitted state and that cannot be altered or modified, and may include real property located outside of the Community and/or not included in the description of the Land.

1.12 "County" means Lee County, Florida.

1.13 "Declarant" means and refers to Cam Village Development, LLC, a Florida limited liability company, or any entity owned or controlled by it, or its or their successors and assigns, provided that an Owner shall not, solely by purchase of a Parcel or Unit, be deemed a successor or assign of Declarant or of the rights of Declarant under this Master Declaration, unless such Owner is specifically so designated as a successor or assignee of such rights in the respective instrument of conveyance or any other instrument executed by the Declarant. The Declarant shall have the right to designate any other party or entity as a successor Declarant, and if such designation occurs, the designated party or entity shall succeed to all of the Declarant's obligations, rights, and powers as set forth in the Governing Documents.

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

1.15 "Governing Documents" means and refers to this Master Declaration, the Articles of Incorporation, the Bylaws, Rules and Regulations, Board Resolutions, and any other documents governing the use of the Land subject to this Master Declaration. Neighborhood Declarations, and related documents, shall not be considered part of the Governing Documents. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

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

1.17 "Institutional Mortgagee" shall mean the holder of any mortgage against the Land, a Parcel or Unit, which holder is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust; the Federal Housing Administration; the Veterans Administration; the Federal National Mortgage Association; the Federal Home Loan Mortgage Corporation; any agency of the United States of America or the Government of the State of Florida; or the holder of a first mortgage that is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. The term also includes any and all individuals, corporations, lending institutions, or other entities, or the successors and assigns of such lenders that have loaned money to Declarant, or any entity or person that succeeds to Declarant's position as Declarant of part or all of the Community and that hold a mortgage upon any portion of the Community securing such a loan.

1.18 "Land" means the land more particularly described on the attached **Exhibit "A"** that is subject to this Master Declaration, including Common Areas, if any, and any additional real property that may hereafter be declared to be subject to this Master Declaration and all improvements made to such Land.

1.19 "Master Association" shall mean and refer to Verdana Village Master Association, Inc., a Florida not-for-profit corporation.

1.20 "Master Association Expenses" means the expenses for which the Owners are or may be liable to the Master Association in accordance with the method of allocation described herein.

1.21 "Master Declaration" means and refers to this Master Declaration of Covenants, Conditions, Restrictions, and Easements for Verdana Village, as it may be amended or supplemented from time to time.

1.22 "Member" means and refers to all persons who are members of the Master Association as provided in this Master Declaration, the Articles and Bylaws of the Master Association.

1.23 "Model" means a representative residence type for which the plans and specifications, including landscape and architectural plans and specifications, have been approved by the ARC or Declarant on behalf of a Builder who is in the business of constructing such residence type throughout the Community. Plans and specifications approved on behalf of an individual Owner shall not be deemed a Model.

1.24 "Neighborhood" shall mean and refer to each separately developed and denominated portion of the Land designated by Declarant as a Neighborhood in this Master Declaration, or any amendment thereto, or in a Neighborhood Declaration, or otherwise. Declarant may or may not choose to dedicate any area in the Community as a Neighborhood.

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

1.26 "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, or any other such entity created to administer or manage the common interests of Owners within a Neighborhood.

1.27 "Neighborhood Common Area" shall mean and refer to all real property, including any improvements and fixtures thereon, owned, leased, or the use or maintenance responsibility of which has been granted to a Neighborhood Association for the use (on an exclusive or non-exclusive basis) of its members.

1.28 "Neighborhood Declaration" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by recorded instrument and applicable to one or more specific Neighborhoods, but not to all Neighborhoods, and which is executed, or consented to, by Declarant. Neighborhood Declarations shall be subject to the terms of this Master Declaration.

1.29 "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by a Neighborhood Association for the benefit of Owners of Units or Parcels within such Neighborhood, which may include a reasonable reserve for capital repairs and replacements. Neighborhood Expenses are in addition to Master Association Expenses.

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

1.31 "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Parcel or Unit located within the Land, other than the Declarant. For the purposes of this Master Declaration, an "Owner" shall also mean a Neighborhood Association administering a Parcel or group of Parcels constituting a Structure, or portion thereof.

1.32 "Parcel" shall mean and refer to any portion of the Land that is intended for future development or as a Neighborhood or a part thereof, and for separate ownership and private use as distinct from shared or common use. A Parcel may contain one or more Units or may consist of portions of the Land for which Declarant has not yet assigned a Value under Section 4 of this Master Declaration. In the case of a Parcel of vacant land or land on which improvements are under construction, the Parcel shall be deemed to contain the number of Units designated for residential use for such Parcel by Declarant, as reflected on a subdivision plat or otherwise. After issuance of a certificate of occupancy on any portion of a Parcel, the portion designated in the certificate of occupancy shall constitute a Unit.

Parcels may be further defined and designated in Supplemental Declarations to this Master Declaration.

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

1.34 "Rules and Regulations" means and refers to the administrative rules and regulations governing procedures for administering the Master Association and the Land, as adopted by resolution of the Board of Directors.

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

1.36 "Streets" shall mean and refer to any roadway that is dedicated to or owned by the Master Association or CDD, and any and all other roadways for which the CDD is charged with maintaining or has agreed to maintain by any separate agreement, or any roadway the Declarant conveys or dedicates to the CDD as Declarant directs, or as applicable. Streets and all median landscaping and special surface treatments therein such as, but not limited to, pavers or stamped concrete shall be maintained by the CDD, unless otherwise delegated to the Master Association. The Declarant hereby reserves an easement for ingress and egress over all Streets within the Land not owned by it (if any). Declarant reserves the right to grant an easement for ingress and egress over the Streets and elsewhere within the Community in favor of those persons of Declarant's choosing for the development, operations, or maintenance of the Community or any Unit or Units thereof. A copy of the Access Management Plan for the Community is attached hereto as **Exhibit "F"**.

1.37 "Structure" shall mean and refer to the structure or structures constructed on the Land and all appurtenant improvements. A "Structure" shall be deemed a single structure hereunder even though divided into separate Units or otherwise.

1.38 "Supplemental Declaration" shall mean any declaration making reference to this Master Declaration that describes all or a portion of the Land, its designated uses or components and/or imposes restrictions thereon, or for any other purpose described in Section 2.3 herein, and which is therein designated as a Supplemental Declaration.

1.39 "Turnover" shall mean the transfer of Master Association control from the Declarant to the Members other than Declarant, as more particularly described in Section 14.8 of this Master Declaration.

1.40 "Unit" shall mean and refer to a single family platted lot containing or intended to be improved with a Residence. In the case of a Parcel on which improvements are under construction, the Parcel shall be deemed to contain the number of Units designated for residential use for such Parcel by Declarant. Units may be further defined and designated in Supplemental Declarations to this Master Declaration. SFWMD Disclosure: A Unit may contain or be located adjacent to wetland preservation or mitigation areas and upland buffers that are protected under conservation easements.

1.41 "Water Management System" shall mean and refer to lakes, ditches, culverts, lines, and constructed surface and/or underground systems and facilities for the drainage and/or storage of surface water. Said Water Management System may be entirely located upon the Land, but may also be comprised of public and private easements located outside of the Land if the facilities service all or some portion of the Land on an exclusive or non-exclusive basis. The Water Management System may, if Declarant so elects, service other properties that do not form a part of the Land.

2. DEVELOPMENT PLAN. The Owners recognize that the Community may be under development for an extended time. Incident to that development, the Owners acknowledge that the quiet enjoyment of the Land may be unavoidably interfered with to some extent by construction and sales operations. From time to time, Declarant and others may have presented to the public certain renderings, plans, and models showing possible future development of the Community. Declarant does not warrant in any way the schemes in these renderings, plans or models, which are primarily schematic, conceptual, subject to change, and in no way represent a final development plan for the Community. Many factors, including

changes in market conditions and in consumer preferences, may cause Declarant to change such development plan, and nothing in this Master Declaration shall in any way limit the right of Declarant, in its sole and absolute discretion, to change the development plan. At the time of recording of this Master Declaration, Declarant anticipates that the maximum number of Units that may be constructed within the Community will be 2,400. Notwithstanding, the Declarant makes no representation or warranty regarding the final number of Units or the timing of (nor the guarantee of) the construction of Units or the number or types that will ultimately be constructed, and the Declarant may elect not to construct all of the Units. Similarly, the Declarant reserves the right to seek approval from applicable zoning and regulatory authorities to increase the number of Units that may be constructed in the Community and, therefore, the number of Units that may be subjected to this Master Declaration. If the Declarant adds and subjects real property that is not described in Exhibit "A" or obtains approval from zoning and regulatory authorities to increase the maximum number of Units that may be conveyed, the date upon which the Turnover Meeting occurs (as set forth in Section 14.8 below) shall be adjusted accordingly.

2.1 Development Order and Other Governmental Orders. Declarant may obtain various development orders pertaining to the development of the Land. Declarant intends that the portions of the Land affected by such development orders shall be developed in accordance with all applicable terms and provisions set forth in such development orders. By way of illustration only and not limitation, any such order may set forth requirements or standards pertaining to such matters as wetland area, flora, water management, and exotic species. The effects of any such development orders may include increasing the responsibilities and obligations of the Master Association and certain Neighborhood Associations, as well as increasing the amount of Assessments due from Owners. Declarant shall have the right to seek changes to such development orders after they have been approved without the joinder or consent of any other person. Additionally, under any development order, Declarant retains the right to amend or add to any of the terms and provisions of this Master Declaration, the Articles or Bylaws for the purpose of fulfilling the requirements of any such development order, without the joinder or consent of any other person. All Owners do hereby authorize and appoint Declarant as their respective attorney-in-fact to execute any and all documents necessary to maintain the applicable development order(s).

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

2.3 Supplemental Declarations. Declarant shall have the right, alone and in its sole and absolute discretion, to execute and record in the office of the Clerk of the Court of Lee County, Florida, a Supplemental Declaration or amendment to this Master Declaration containing provisions which (a) assign a specific use to any portion of the Land; (b) modify the provisions of this Master Declaration as they apply to all or any portion of the Land; (c) create new provisions to this Master Declaration as they apply to all or any portion of the Land; (d) withdraw the applicability of any or all of the provisions of this Master Declaration; (e) add or withdraw portions of the Land encumbered by this Master Declaration, or add additional land to this Master Declaration; and (f) do anything else permitted by this Master Declaration, without the joinder of any other party.

2.4 Conservation Easements. Parcels and/or Units may be located adjacent to, or contain within the Parcel's or Unit's boundaries, wetland preservation or mitigation areas and upland buffers, all of which are protected under conservation easements. The conservation easements, as well as any other indigenous preserves or mitigation areas, shall not be directly or indirectly illuminated by lighting originating from the developed areas of the Land or originating from other Common Areas. The Declarant, CDD, and/or Master Association may use shielding and/or master sensors to limit the impact of lighting. Certain portions of the conservation easements will be managed by prescribed burns, which may

temporarily cause smoke to be visible throughout the Community. Declarant shall have the right, but not the obligation, to construct pedestrian pathways through designated preserve or Conservation Areas.

3. MASTER ASSOCIATION MEMBERSHIP AND VOTING. Each Owner and the Declarant shall be a Member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit or Parcel that is subject to Assessment by the Master Association. Members' rights, powers, duties, and privileges shall be as set forth in this Master Declaration and any amendment or supplemental declaration, the Articles of Incorporation, or the Bylaws. In the event of any conflict between the Governing Documents, the terms and provisions of this Master Declaration shall control.

3.1 The Master Association shall have two classes of membership: (a) Class "A" Members, and (b) Class "B" Members, as follows:

3.1.1 Class "A". The Class "A" Members shall be all Owners of Units or Parcels within the Land other than the Class "B" Member.

3.1.2 Class "B". The Class "B" Member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" membership shall terminate upon Turnover and be converted to Class "A" membership.

3.2 Voting. The voting rights of the two classes of membership are as follows:

3.2.1 Class "A". Each Class "A" Member shall be entitled to one (1) vote for each Unit owned by such Member, or in the case of a Parcel Owner, one vote for each Unit assigned to such Parcel. There shall be only one (1) vote for each Unit owned by an Owner.

3.2.2 Class "B". The rights of the Class "B" Member, including the right to approve action taken under this Master Declaration and the Bylaws, are specified throughout this Master Declaration and the Bylaws. Except as otherwise provided by law, the Class "B" Member shall be entitled to appoint all members of the Board and all Master Association Officers prior to Turnover. The Class "B" Member shall have two times the number of votes held collectively by all Class "A" Members, plus one vote.

3.2.3 Assignment of Units; Voting Power. The Declarant may, in its sole discretion, assign the number of Units, if any, to each Parcel. An Owner of a Parcel shall be entitled to one (1) vote for each Unit attributed to such Parcel and for which a Value of one (1.00) is assigned, as later discussed herein. Units that are combined for tax purposes, or if one Residence is built on 2 Units, each Unit shall retain the original Voting Interest and shall not be considered one Unit under this Master Declaration.

3.2.4 Joint Ownership; Corporations. Voting rights may be exercised by a Member or the Members' spouse, subject to the provisions of this Master Declaration and the Bylaws. In any situation where more than one person holds an interest in a Unit or Parcel, the vote for the respective Parcel or Unit shall be exercised by any such person; provided, however, the persons holding the interest in the Parcel or Unit can notify the Secretary of the Master Association, in writing, prior to or during any meeting of the manner in which the vote is to be exercised, and in the absence of such notice the Parcel or Unit's vote shall be suspended if more than one person seeks to exercise it. The voting rights of a Member that is a corporation, partnership, limited liability company, trust, or other entity shall be exercised by any officer, director, partner, manager, managing member, or trustee, as applicable, or the individual designated from time to time by the Member in a written instrument provided to the Master Association, subject to the laws of the State of Florida.

3.3 Non-Resident Family Honorary Memberships. In addition to Class "A" and Class "B" Members, there shall be eight (8) Non-Resident Family Honorary Memberships in the Master Association. Each Non-Resident Family Honorary Member will be entitled to the same privileges as Class "A" Members, except that the Non-Resident Family Honorary Members will not be required to pay any Assessments or any other Master Association dues, fees, or membership contribution (whether capital or

otherwise) to the Master Association or Cam Village Development, LLC, nor will Non-Resident Family Honorary Members be required to meet any food and beverage minimums.

The following individuals, including their spouse, children, and adult children, shall be designated as Non-Resident Family Honorary Members:

Joseph Cameratta
Dominic Cameratta
Nicholas Cameratta
Anthony Cameratta
Russell Cameratta
Raymond Blacksmith
Cheryl Smith
Laura Youmans

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS. The Master Association has the power to levy and collect Assessments against each Owner in order to provide the necessary funds for proper operation and management of the Master Association and the operation, maintenance, repair, and replacement of the Common Areas, and each Owner shall be obligated to pay said Assessments, and by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Assessments. This power includes both "regular" Assessments for each Unit's or Parcel's share of the Master Association Expenses as set forth in the annual budget and "special" Assessments for unusual, nonrecurring, or unbudgeted Master Association Expenses. The Master Association may also levy special charges against any individual Unit or Parcel for any amounts other than for Master Association Expenses that are properly chargeable against such Unit or Parcel under this Master Declaration or the Bylaws.

4.1 Computation of Regular Assessments. It shall be the duty of the Board annually to prepare a budget covering the estimated Master Association Expenses to be allocated among all Units and Parcels as set forth herein. The Board shall cause a copy of such budget and notice of the amount of the regular Assessment to be levied on each Unit or Parcel for the coming year to be delivered at least fifteen (15) days prior to the beginning of the fiscal year to each Owner; provided, however, failure to do so shall not in any way inhibit the Master Association's ability to levy or collect the regular Assessments. The Board may, from time to time during the fiscal year, modify the budget as necessary, and upon at least fifteen (15) days written notice to each Owner, change the amount, frequency, and/or due dates of the regular Assessments. Each Parcel or Neighborhood shall have determined therefore a "Value", as set forth below. The total anticipated Master Association Expenses (other than those expenses that are the subject of a special Assessment), less any income sources other than regular Assessments, shall be apportioned, based upon such Value, to determine the regular Assessment due on each Parcel, Unit, or Neighborhood:

4.1.1 Each Unit shall be assigned a Value of one (1.00).

4.1.2 There shall be assigned to each Unit that has been assigned to a Parcel a Value of one (1.00).

4.1.3 There shall be assigned to each Parcel that is not subject to Subsections 4.1.1 and 4.1.2, immediately above, a Value of one (1.00).

4.1.4 Subject to the provisions regarding Declarant's payment of Assessments and the Assessment owed by the Owner (including a Builder) of a Parcel or Unit that does not contain a Residence, the regular Assessment for each Parcel or Unit shall be the product arrived at by multiplying the total anticipated regular Assessments reflected by the budget, by a fraction, the numerator of which is the Value assigned to the Parcel or Unit, and the denominator of which shall be the total of all Values assigned to all Parcels or Units in existence as of the date the budget was adopted. The total number of Parcels and Units will be adjusted from time to time in accordance with this Master Declaration. All

questions regarding the number of Parcels and Units in existence shall be determined by the Master Association. The Master Association's budget shall be based upon a full build-out of Verdana Village.

4.2 Creation of Lien and Personal Obligation for Assessments. Assessments shall be established and collected as provided herein and in the Bylaws of the Master Association. All Assessments and charges, together with interest, costs, and reasonable attorney fees shall bind each Unit and Parcel and its Owner, the Owner's heirs, devisees, personal representatives, successors, and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee therefor. Except as provided elsewhere in this Master Declaration as to the Declarant and Institutional Mortgagees, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Subject to the provisions regarding Declarant's payment of Assessments and the Assessment owed by the Owner (including a Builder) of a Parcel or Unit that does not contain a Residence, every Owner (including any purchaser at a judicial sale), by acceptance of a deed, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association:

4.2.1 The prorata share of regular Assessments based on the annual budget adopted by the Master Association for the operation of, and for payment of the Master Association Expenses, including such reasonable reserves as the Master Association may (if it determines in its sole discretion) deem necessary (it being understood and agreed that the Board may determine not to establish reserves).

4.2.2 The prorata share of capital improvement Assessments.

4.2.2.1 For purposes of this Master Declaration, capital improvement Assessments, that in the aggregate exceed ten percent (10%) of the total amount of the current operating budget of the Master Association in any one fiscal year, that are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Section 8 hereof) relating to the Common Areas, and that have not previously been collected as reserves or are not otherwise available to the Master Association (other than by borrowing), shall be levied by the Master Association as Assessments only upon approval of a majority of the Board and upon approval by a majority of the Members of the Master Association. The costs of any of the aforesaid work that are less than the above-specified threshold amount shall be collected as annual or special Assessments upon approval of a majority of the Board.

4.2.3 The prorata share of general special Assessments, which may be used to obtain funds for a specific purpose that is of a nonrecurring nature, for which no reserve funds or inadequate reserve funds have been collected or allocated and that is not the appropriate subject of a capital improvement Assessment.

4.2.4 Any special Assessments or charges against less than all of the Units or Parcels specifically authorized by the Governing Documents.

4.2.4.1 For purposes of this Master Declaration, in addition to the regular annual Assessments, capital improvement Assessments, and special Assessments adopted pursuant to Section 4.2.3 above, which are or may be levied hereunder, the Master Association (through the Board) shall have the right to levy special Assessments against an Owner to the exclusion of other Owners, that may include, but are not limited to: (a) for the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping therein) caused by the misuse, negligence, or other action or inaction of an Owner or the Owner's Guests, lessees or invitees; and/or (b) for the costs of work performed by the Master Association in accordance with Section 8 hereof (together with surcharges collected thereunder). Any such special Assessment shall be subject to all of the applicable provisions of this Section 4, including, without limitation, lien filing, foreclosure procedures, late charges, and interest. Any special Assessment levied hereunder shall be due within the time specified by the Board in the action imposing such Assessment or may be an ongoing obligation.

4.2.5 Any other Master Association charges and Assessments hereinafter referred to or lawfully imposed by or on the Master Association not provided for by annual Assessments.

4.2.5.1 A "food and beverage minimum" Assessment in the amount of \$480.00 per fiscal year, shall be due and payable in full at the same time as the first installment of the regular Assessment. The food and beverage Assessment must be used in full by the end of the fiscal year. Therefore, no unused food and beverage minimum within a fiscal year shall be reimbursed or carried over to the following fiscal year. However, there shall be no food and beverage minimum until such time that food and beverages are made available in the Community. The Board may increase the food and beverage minimum from time to time.

4.3 Builder Assessments. Until such time as a certificate of occupancy is obtained by the Builder for a Residence that is located on any Parcel or Unit owned by a Builder, the Declarant may reduce Assessments on Parcels or Units such that the Builder shall only be responsible to pay fifty percent (50%) of any Assessments that are payable by a Parcel or Unit. At such time as a Residence is located on a Parcel or Unit, other than a Model or sales center, the Builder shall be obligated to pay one hundred percent (100%) of all Assessments levied against the Parcel or Unit. A Builder shall be obligated to pay only fifty percent (50%) of Assessments on any Models or sales centers within the Community. Once a Model or sales center is sold to a third-party buyer, then the third-party buyer shall be obligated to pay one hundred percent (100%) of all Assessments.

4.4 Assessments Due Date. The Board shall fix the amount of the annual Assessment against all Units or Parcels subject to assessment at least thirty (30) days in advance of each assessment period. Written notice of any change in the amount of the annual Assessment shall be sent to every Owner subject thereto, at least fifteen (15) days prior to the effective date of such change. The due dates for payment of Assessments shall be established by the Board. Failure of the Master Association to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations to pay Assessments or other amounts due to the Master Association.

4.5 Annual Statements and Accounting. The Board may determine that all excess funds remaining in the Master Association's operating account, over and above the amounts used for the operation of the Community, may be returned to the Members proportionately, or may be retained by the Master Association and used to fund reserve accounts or reduce the following year's Assessments.

4.6 Declarant's Option to Fund Budget Deficits. During the Declarant membership, Declarant may satisfy its obligation for Assessments on Parcels and Units that it owns and are subject to assessment or for which it is contractually obligated to fund a Builder's Assessment obligation by either: (i) paying such Assessments in the same manner as any other Owner, or (ii) by paying any operating expenses incurred that exceed assessments receivable from the other Owners and other income of the Master Association. This amount shall be consistent with the Declarant's obligation to pay and fund the deficit as provided by and consistent with Section 720.308(1)(b), Florida Statutes (2020). In addition to the foregoing, the term "other income" as provided in this Section and as used in Section 720.308(1)(b), Florida Statutes (2020), shall include, but not be limited to, any and all Initial Contributions or Resale Contributions paid by Owners to the Master Association and shall serve to offset the Declarant's deficit funding obligation. As used in this Section and in Section 720.308(1)(b), Florida Statutes (2020), the term "assessments receivable" shall include Assessments paid and received by the Master Association, as well as any Assessments not yet received but shown and otherwise generally considered monies that are "accounts receivable." In all events, the Declarant's obligation to fund the budget deficit under this Master Declaration shall expressly exclude any obligation to fund or pay any reserves, including, but not limited to, any reserves for capital expenditures, deferred maintenance, contingencies, or insurance. Unless otherwise prohibited by law or by generally accepted accounting principles, the operating budget deficit shall be calculated and determined on a cumulative basis and not an annual basis. Nothing contained in this Section shall obligate the Declarant to pay an amount greater than one hundred (100%) of the regular Assessment and special Assessments levied on the Parcel or Unit for which the Declarant is responsible. Any further or additional deficiency shall be funded through a special Assessment levied against Class "A" Members. Unless the Declarant otherwise notifies the Board, in writing, at least sixty (60) days before

the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of both. After termination of the Declarant membership, the Declarant shall pay Assessments on its unsold Units in the same manner as any other Owner. Notwithstanding any provision of this Master Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any Assessments for any land not platted as individual lots owned or created as residential units by Declarant that may be included within the Community. Only upon Declarant's recording of a plat creating individual lots for land owned by Declarant and included in the Community and that Declarant intends to sell to end purchasers, shall Declarant be responsible for Assessments as provided in this Master Declaration. Notwithstanding any provision of this Master Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any Assessments for platted lots that the Declarant owns and will be conveying to other Builders within Verdana Village. Any reference in this Section to Section 720.308(1)(b), Florida Statutes, shall refer to the statutory section as it existed in the 2020 Florida Statutes, and not as that section may be amended from time to time.

4.7 Establishment of Liens. Any and all Assessments levied by the Master Association in accordance with the provisions of the Governing Documents, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to, reasonable attorney fees), are hereby declared to be a charge and continuing lien upon the Parcel or Unit against which each such Assessment is made, and shall also be the personal obligation of the Owner of such Parcel or Unit assessed. No Owner may exempt himself from personal liability for Assessments, or release the Parcel or Unit, or portion thereof, from the liens and charges hereof, by waiver of the use and enjoyment of any Common Areas or by abandonment of the Parcel or Unit. Said lien shall be perfected from and after the recording of a claim of lien in the Public Records of the County by the Master Association setting forth the information required by Section 720.3085, Florida Statutes, as amended from time to time. The Master Association shall not record the claim of lien until the notice required by Section 720.3085(4), Florida Statutes, has been provided to the Owner. A claim of lien shall secure payment of all Assessments due at the time of recording (including interest, costs, and attorney fees as provided above), as well as all Assessments coming due subsequently (including interest, costs, and attorney fees), until the claim of lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that claim of lien, the party making payment is entitled to a satisfaction in recordable form.

4.8 Priority of Liens. The Master Association's lien for unpaid Assessments shall relate back to the original date of recording of this Master Declaration. Notwithstanding, as to first mortgages of record, the lien shall be effective from and after the date of recording of the claim of lien. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Master Association, regardless of when the lease was executed. The liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title, shall be as provided in Section 720.3085, Florida Statutes, as amended from time to time. Any unpaid Assessment that cannot be collected as a lien against any Parcel or Unit by reason of the provisions of this Section may be treated as a Master Association Expense divided equally among, payable by, and assessed against all Parcels or Units, including the Parcel or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.9 Remedies of the Master Association. If any Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the same becomes due, then the Master Association shall have any or all of the following remedies to the extent permitted by law, which remedies are cumulative and are not in lieu of but in addition to, all other remedies available to the Master Association:

4.9.1 To charge interest on such Assessment or installment from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment charge not to exceed the greater of \$25.00 or five percent (5%) of the amount of each installment that is paid past the due date. The late payment charge shall not be considered a fine.

4.9.2 To accelerate the due date for the entire remaining unpaid amount of the Assessment against the Owner, notwithstanding any provisions for the payment thereof in installments.

4.9.3 To file an action to foreclose its lien. The lien may be foreclosed by an action in the name of the Master Association in the same manner as provided by Florida Statutes, as amended from time to time, for the foreclosure of liens for unpaid Assessments.

4.9.4 To bring an action at law for a money judgment against the Owner without waiving any foreclosure rights of the Master Association.

4.9.5 In addition to the foregoing, if any Owner fails to pay any regular annual Assessment, or installment thereof, or any other monetary obligation due to the Master Association, within ninety (90) days after the same becomes due, then the Master Association may suspend the voting rights of the Owner, and the Master Association may also suspend the rights of the Owner or the Owner's lessees or Guests to use Common Areas and facilities until the monetary obligation is paid in full.

4.9.6 If the Unit is occupied by a lessee and the Owner is delinquent in paying any monetary obligation due to the Master Association, the Master Association may demand that the lessee pay to the Master Association the subsequent rental payments, and continue to make such payments until all the monetary obligations of the Owner related to the Unit have been paid in full to the Master Association, and the Master Association releases the lessee or until the lessee discontinues tenancy in the Unit. The Master Association shall provide notice to the lessee as required by Section 720.3085, Florida Statutes, as amended from time to time.

4.10 Certificate. Within ten (10) business days after the date on which a request for an estoppel certificate is received from an Owner or mortgagee, or his or her designee, the Master Association shall provide a certificate signed by an Officer or authorized agent of the Master Association stating all Assessments and other monies owed to the Master Association by the Owner or mortgagee. The Master Association may charge a fee for the preparation of the certificate, subject to the requirements of Section 720.30851, Florida Statutes, as amended from time to time. Any person other than an Owner who relies on the certificate shall have the benefit and protection thereof.

4.11 One-Time Payments to Declarant. The Declarant reserves the right to collect from each Owner, at the time such Owner acquires title to a Unit or Parcel from the Declarant or a Builder, a one-time payment equal to \$3,000.00, which payment may be used by Declarant for any purpose ("One-Time Payment"). At such time as the Declarant receives a certificate of occupancy for the recreational amenities (if any), the Declarant shall have the right to increase the One-Time Payment. The One-Time Payments are not an Assessment, not a capital contribution, and not a resale contribution, and shall not be considered as an advance payment of Assessments, nor a reserve, and Declarant shall have the exclusive right to use the One-Time Payment, including after Turnover of the Master Association. Notwithstanding anything to the contrary contained in this Master Declaration, the One-Time Payment shall be paid at the time a Unit is sold by the Declarant or a Builder to a third party purchaser, it being the intent hereof that Builders and their subsidiaries, affiliates, successors, and assigns shall be exempt from the One-Time Payment. Declarant shall have the right to assign the right to receive and collect all or any portion of the One-Time Payment in Declarant's sole discretion.

4.12 Initial Capital Contribution. The initial capital contribution ("Initial Contribution") shall be considered "other income" and shall be due and payable to the Master Association by the transferee upon the initial conveyance of title to a Unit or Parcel by the Declarant or a Builder to an Owner that is not the Declarant or a Builder, and serve to offset the Declarant's deficit funding obligation. At each initial conveyance, a \$500.00 Initial Contribution shall be made to the Master Association.

4.13 Resale Contribution. A \$3,000 resale contribution ("Resale Contribution") shall be considered "other income" of the Master Association, shall be due and payable to the Master Association by the transferee upon each conveyance of title to a Unit or Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Declarant or a Builder, and shall serve to offset the Declarant's

deficit funding obligations. Prior to Turnover, the Declarant shall determine the amount of the Resale Contribution. Subsequent to Turnover, the Board of Directors shall determine the amount of the Resale Contribution for a particular calendar year. The Board of Directors may increase the Resale Contribution in subsequent calendar years. The Resale Contribution will be collected at closing and, upon payment, may be used to pay any Master Association Expenses. The Resale Contribution is an Assessment against, and is secured by a continuing lien against, Units and Parcels. However, the Resale Contribution shall not be considered an advance payment of any regular or special Assessment. Payment of the Resale Contribution shall be the legal obligation of the transferee of the Unit or Parcel. For the purposes of this Section 4.13, the term "conveyance" shall mean the transfer of title to a Unit or Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust, or similar conveyance of a beneficial interest. With the exception of the Declarant or a Builder, if the Owner is a corporation, limited liability company, or other business entity, then the term "conveyance" shall include the sale, issuance, or transfer of any voting capital stock or interest of the Owner, or of any corporate entity that directly or indirectly controls the Owner, that shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. With the exception of the Declarant or a Builder, if the Owner is a partnership, then the sale, issuance, or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership that directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest that shall result in a change of control over the Owner, shall be deemed a "conveyance" within the meaning of this Section 4.13. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Contribution: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; (d) to an Institutional Mortgagee or the Master Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure; and (e) to the Declarant or a Builder, or their subsidiaries, affiliates, or designated assignees. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (e) above, the Resale Contribution shall be due and payable. Notwithstanding anything to the contrary contained in this Master Declaration, in no event shall the Declarant, Builders, and their subsidiaries, affiliates, or designated assignees be obligated to pay the Resale Contribution.

4.14 Irrigation Fee. At the time of the initial conveyance of title to a Unit or Parcel from the Declarant or a Builder to a third party, a \$1,500.00 irrigation fee ("Irrigation Fee") shall be collected from the purchaser at such conveyance, as further required by that certain Irrigation Fee Agreement (the Irrigation Agreement"), the form of which is attached hereto as **Exhibit "G"**, with \$1,500.00 payable to CVILL-Connection, LLC, a Florida limited liability company, or its assignee. At the time of each conveyance of title to a Unit or Parcel by an Owner subsequent to the initial conveyance of the Unit or Parcel from the Declarant or a Builder, a \$1,500.00 irrigation fee shall be due and payable to CVILL-Connection, LLC, a Florida limited liability company, or its assignee.

4.15. Exempt Properties. All portions of the Area of Common Responsibility and Land dedicated to and accepted by the County or any other public or quasi-public authority shall be exempt from the Assessments created herein.

5. MASTER ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS. To ensure the orderly development, operation, and maintenance of the Community, including the properties subject to the administration of the Neighborhood Associations as integrated parts of Verdana Village, this Section has been promulgated for the purposes of: (a) giving the Master Association certain powers to effectuate such goals; (b) providing for intended (but not guaranteed) economies of scale; and (c) establishing a framework of the mechanism through which the foregoing may be accomplished.

5.1 Cumulative Effect; Conflict. The covenants, conditions, restrictions, and provisions of this Master Declaration shall be cumulative with those of the Neighborhood Associations, and the Master Association may, but shall not be required to, enforce the latter; provided, however, that in the event of a conflict between or among such covenants, conditions, restrictions, and provisions, or any articles of

incorporation, bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to the Master Association's Governing Documents. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of any Neighborhood Association.

5.2 Expense Allocations. The Master Association may, by written notice given to the affected Neighborhood Association at least sixty (60) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to a Neighborhood Association a share of the expenses incurred by the Master Association that are reasonably allocable to the Neighborhood Association and/or the Parcels or Units within its jurisdiction (e.g., for utilities billed to the Master Association, but serving only the Neighborhood or part thereof). In such event, the expenses so allocated shall be thereafter deemed common expenses of the Neighborhood Association payable by it (with Assessments collected from its members) to the Master Association. If a Neighborhood Association fails to budget or assess its members for expenses allocated as aforesaid, the Master Association shall be entitled to pursue all available legal and equitable remedies against the Neighborhood Association or, without waiving its right to the foregoing, specially assess the members of the Neighborhood Association and their Units or Parcels for the sums due (such special Assessments, as all others, to be secured by the lien provided for in this Master Declaration).

5.3 Obligations of Neighborhood Associations. Each Neighborhood Association shall be liable and responsible to the Master Association hereunder for its compliance with the covenants, conditions, restrictions, and provisions of the Governing Documents.

5.4 Non-Performance of Neighborhood Association Duties. In addition to the specific rights of the Master Association provided elsewhere in this Master Declaration, and subject to the limitation set forth in Section 5.1 of this Master Declaration, if a Neighborhood Association fails to perform any duties delegated to or required of it under this Master Declaration, or to otherwise be performed by it pursuant to its own declaration, articles of incorporation, bylaws, or related documents, which failure continues for a period in excess of thirty (30) days after the Master Association gives notice thereof, then the Master Association may, but shall not be required to, assume such duties. In such event, the Neighborhood Association shall not perform such duties unless and until such time as the Master Association directs it to once again perform them.

5.5 Conflict. If any conflict arises between this Section 5 and any other covenants, conditions, restrictions, and provisions of the Governing Documents, the provisions of this Section 5 shall supersede and control.

6. ARCHITECTURAL AND AESTHETIC CONTROL. Subject to Section 6.8, except for the initial construction and subsequent alteration of Residences, Structures, Units, and related improvements by the Declarant, no improvement shall be erected or altered on the Land, nor shall any grading, excavation, landscaping, change of exterior color, or other work that in any way alters the exterior appearance of any Residence, Structure, Unit, Parcel, or Common Area be performed without the prior written approval of the Architectural Review Committee (as defined herein), and any time approval of the ARC is required, it shall mean written approval, whether or not so stated. In obtaining said written approval, the Owner, or any other person applying, shall comply with all applicable requirements and procedures of the Governing Documents. The membership, term of office, composition, compensation (if any), qualifications and procedures of the ARC shall be as provided below.

6.1 Architectural Review Committee ("ARC"). There is hereby established an Architectural Review Committee that shall be responsible for the administration of the construction standards of the Master Association. The ARC shall be composed of such number of persons as are appointed and removed by Declarant, prior to Turnover, and by the Board, following Turnover. ARC members need not be Members, and may constitute as few as one person.

6.2 Purpose. Subject to Section 6.8, the ARC shall review and study, and either approve or reject, proposed improvements or alterations to improvements to the Land, all in compliance with this

Master Declaration, and as further set forth in any Rules and Regulations, and the Master Association standards as shall be adopted and established and may be amended from time to time by the Board of Directors. The ARC shall exercise its best judgment to see that all improvements conform and harmonize with any existing improvements as to external design, quality, and type of construction herein set forth. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

6.3 Criteria. The ARC shall prepare and, on behalf of the Board of Directors, promulgate, design, and development guidelines, performance criteria, and application and review procedures (collectively "Design Review Guidelines"), and the ARC shall have sole and full authority to prepare them and to amend them, except that for so long as the Declarant owns any real property in the Community, the ARC shall not amend or alter the Design Review Guidelines without the Declarant's consent, which consent may be withheld in Declarant's sole and absolute discretion. Copies shall be available from the ARC for review. The ARC shall make the Design Review Guidelines available to Owners who seek to engage in development of or construction upon all or any portion of the Land. If the ARC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within thirty (30) days after submission thereof, the plans shall be deemed approved. If the ARC disapproves any plans submitted to it, the Owner whose plans have been disapproved shall have the right to appeal the decision by written notice to the Board within fifteen (15) days after the ARC issues its disapproval. The ARC shall establish, subject to the Board's approval, a procedure for such appeals. The Board's decision on any appeal shall be final.

6.3.1 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Section will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the of the Design Review Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be feasible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the ARC may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval of similar applications, plans, or other matters subsequently or additionally submitted for approval.

6.4 Limitation of Liability. The ARC shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the ARC, nor any individual member thereof, shall be liable to any person for any official act of the ARC in connection with submitted plans and specifications, except to the extent the ARC, or any individual member thereof, acted with malice or wrongful intent. Approval by the ARC does not ensure approval by any appropriate governmental board or commission. Notwithstanding that the ARC has approved plans and specifications, neither the ARC nor any of its members shall be responsible or liable in any way to any Neighborhood Association, Owner, or contractor with respect to any loss, liability, claim, or expense that may arise by reason of such approval or failure to approve. The Board of Directors, the ARC, or any agent thereof, shall not be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provisions of the Master Association Documents, or for any structural or other defects in any work done according to such plans and specifications. In all events the ARC shall be defended and indemnified by the Master Association in any such suit or proceeding.

6.5 Fees and Plans. The Board of Directors may establish reasonable fees to be charged by the ARC on behalf of the Master Association for review of applications hereunder, and may require such fees to be paid in full prior to review of any application. All improvements constructed on any portion of the Land shall be designed by and built in accordance with the plan and specifications of a licensed architect and/or certified designer.

6.6 Removal of Non-Conforming Improvements. The Master Association, upon request of the ARC and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, reconstructed, refinished, altered, or maintained in violation of these Covenants, and the

Owner thereof shall forthwith reimburse the Master Association for all expenses incurred in connection therewith. Such expense, until paid, shall constitute a special Assessment against the Owner and the Owner's Unit or Parcel, as the case may be.

6.7 Compliance. Any contractor, subcontractor, agent, employee, or other invitee of any Owner who fails to comply with the terms and provisions of the Master Association standards and their procedures promulgated by the ARC may be excluded by the Board from the Community, without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

6.8 Exception. This Section shall not apply to any of the activities of Declarant, or to improvements or modifications to the Common Areas by or on behalf of the Master Association. The Declarant shall have exclusive architectural oversight with respect to any improvements or alterations made by Builders. Additionally, after plans for a specific Model have been approved by Declarant, a Builder shall not be required to obtain any additional approvals from Declarant, Master Association, or Neighborhood Association prior to construction of the Model type on Units within the Community, provided that the Residence constructed does not materially differ from the approved Model.

6.9 Landscaping Requirements. All Lee County code required landscaping on lots shall consist of a minimum of seventy-five percent (75%) native vegetation. The ARC shall maintain a list of native plants on file for review by Owners. All plants identified in the Lee County Exotic Pest Plant Control 2019 Invasive Exotic Vegetation brochure, as amended or modified (a copy of which is available from the ARC) are prohibited. All code minimum landscaping on Common Areas shall consist of one-hundred percent (100%) percent native vegetation.

7. EASEMENTS. The Declarant (during any period in which the Declarant has any ownership interest in the Community), the CDD, and the Master Association shall have the right to grant electric, telephone, gas, water, sewer, irrigation, drainage, cable television, or other easements; to relocate any existing easement in any portion of the Land; and to grant access easements and relocate any existing access easements, in any portion of the Land as the Declarant, the CDD, or the Master Association shall deem necessary or desirable for the following purposes: the proper operation and maintenance of the Community, or any portion thereof; the general health or welfare of the Owners; to carry out any provisions of this Master Declaration; to complete the development of the Community; and to fulfill the Declarant's obligations to any governmental authority, taxing district, public or private utility, or the SFWMD. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of Units or Parcels. Without limiting the generality of the foregoing, the easements listed below are established, granted, and reserved in, over, under, across, through, and upon the Land, and no easement may be removed from its intended use by subsequent amendment of this Master Declaration or otherwise.

7.1 Encroachments and Overhangs. There shall be a reciprocal appurtenant easement for encroachment and overhang between adjacent Units, Parcels, and Common Areas. Such easement shall be for roof overhangs, and other improvements that were unintentionally placed or have settled or shifted in a manner that causes them to encroach upon or over an adjacent Unit, Parcel, or Common Area. The easement shall be for a distance of not more than five (5) feet, as measured from any point on the common boundary between the adjacent Units, Parcels, or Common Areas, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment of anything other than an overhang exist if such encroachment occurred due to willful conduct on the part of an Owner. Neighborhood Common Areas and Units shall be subject to an access easement in favor of the adjoining Owner and their contractors and agents for purposes of bringing materials and construction equipment to the rear or side of the adjoining Owner's Unit for construction of pools or other Structures. The adjoining Owner shall restore the Neighborhood Common Areas and/or Units to its their previous condition following completion of such construction. Such encroachments will likely constitute a violation of County regulations. Lee County does not expressly or by implication authorize such encroachments. This Section does not limit Lee County's ability to pursue all available remedies to prevent, remove, or extinguish encroachments violating County regulations. Lee County will not permit or allow encroachments into any easement dedicated to or owned by the public.

7.2 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, etc. Each portion of the Land shall have (and relevant portions of the Land shall be subject to) a non-exclusive, perpetual easement in common with all other portions thereof to use, maintain, repair, alter, and replace all Water Management Systems, pipes, wires, ducts, transformers, vents, heating, ventilation and air conditioning systems (including, without limitation, compressors, air handlers, chillers, water towers, and other apparatus used in the delivery of HVAC services), cables, conduits, public utility lines, gas lines, and similar or related facilities located on the Land and serving any portion thereof.

7.3 Waste Disposal. Each portion of the Land shall have (and relevant portions of the Land shall be subject to) a non-exclusive, perpetual easement in common with all other portions thereof to use, maintain, repair, alter, and replace all trash collection and/or disposal systems, and similar or related facilities, located on the Land and serving such portion thereof.

7.4 Ingress and Egress. A non-exclusive, perpetual easement shall exist in favor of the Declarant, the Builders, the CDD, the Master Association, each Owner, and their respective Guests, lessees, licensees, and invitees, for pedestrian and vehicular access over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Areas and Streets as from time to time may be intended and designated for such purpose and use. An easement for pedestrian access shall also exist over any portion of a sidewalk that is part of a Parcel or Unit if such sidewalk is intended for use by pedestrian traffic.

7.5 Maintenance. An easement shall exist in favor of the Master Association and the CDD as to the portions of each Parcel or Unit for which the Master Association or the CDD has maintenance responsibility. In addition, an easement is hereby reserved to Declarant, the CDD, the Master Association and any member of its Board, and their respective officers, agents, employees and assigns, upon, across, over, in, and under the Land and each Unit or Parcel as may be necessary or appropriate to make repairs or to perform the duties and functions for which the Master Association or the CDD is obligated or permitted to perform pursuant to the Governing Documents, including the right to enter upon any Parcel or Unit for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Parcel or Unit as may be permitted herein, or to the Water Management System or other Common Areas.

7.6 Cross-Drainage. Every Parcel, Unit, and the Common Areas shall be burdened with easements for natural drainage of stormwater runoff and/or other drainage from other portions of the Community, and of adjoining Parcels, Units, or Common Areas; provided, however, no person shall alter the natural drainage on any Parcel, Unit, or Common Area so as to materially increase the stormwater onto adjacent portions of the Community without consent of both the Master Association and the Owner of the affected Parcel or Unit.

7.7 Water Management System. Subject to Section 9, the Declarant, the CDD, the Master Association, and the Neighborhood Associations, shall have a perpetual, non-exclusive easement, right, license, and servitude to use the Water Management System. The Declarant, the CDD, or the Master Association may reconfigure such parts of the Water Management System, provided same is then in accordance with sound engineering practices and governmental approvals. In such event, the perpetual non-exclusive drainage easement rights of Declarant, the CDD, the Master Association, the Neighborhood Associations, and all Owners shall, without necessity of additional written documentation, be transferred from the previously existing Water Management System to the reconfigured system. Declarant may dedicate to any public or quasi-public agency, community development district, or other similar entity under such terms as Declarant deems appropriate, all or any part of the drainage lines, structures, and facilities that are part of the Water Management System. Declarant, or others with consent of Declarant, may execute such instruments as may be necessary or desirable to affect such dedication without the joinder or consent of the Master Association, any Owner, or the holder of any mortgage or other lien on any Unit or Parcel. Notwithstanding the foregoing, the Water Management System may not be altered or modified in any way without the written approval of SFWMD.

7.8 Common Area. Declarant may, at any time prior to the termination of its Class "B" membership, convey and transfer (or cause to be conveyed or transferred) Common Areas to the CDD, the Master Association, or a Neighborhood Association; and the CDD, the Master Association, or Neighborhood Association shall accept any or all of such conveyed Common Areas. Any Common Areas that are conveyed, dedicated, or transferred to a Neighborhood Association for the exclusive use of the Neighborhood shall become Neighborhood Common Areas for that Neighborhood. The Declarant or the party making the conveyance, dedication, or transfer shall not be required to furnish title insurance, a title opinion, or survey. Any conveyance shall be by Quit Claim Deed. Upon request, the Master Association shall convey, assign, or transfer back to the Declarant or the party making the conveyance, dedication, or transfer, without any payment by the Declarant or such other party, any real property that has not been improved by a Structure intended for recreational purposes, if originally conveyed, dedicated, or transferred to the Master Association for no or nominal payment.

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

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

7.8.1 The right and duty of the Master Association or CDD to levy Assessments against each Unit or Parcel for the purpose of maintaining the Common Areas and all facilities located thereon, in compliance with the provisions of the Governing Documents.

7.8.2 The right of the Master Association to suspend an Owner's (and the Owner's Guests, lessees and/or invitees) right to use the Master Association and Neighborhood Association Common Area recreational facilities (if any) for any period during which any Assessment against the Owner's Parcel or Unit remains unpaid for more than ninety (90) days, and for any violation of the Governing Documents.

7.8.3 The right of the Master Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on Common Areas or Neighborhood Common

Areas. Any such admission and other fees shall be uniform for all Owners and their family members, Guests and lessees.

7.8.4 The rights of the Master Association or CDD to adopt, at any time and from time to time and enforce Rules and Regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Owners as herein provided. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Master Declaration.

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

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

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

7.9 Construction and Sales Activity. For as long as any portion of the Community is under construction by Declarant, and for as long as Declarant or any Builder owns any real property in the Community, the Declarant and its designees, and all Builders, shall have the right to ingress and egress on the roadways and over all Common Areas, and to use, without charge, the Common Areas and any Parcel or Unit owned by it or them, to establish, modify, maintain, and utilize, as it and they deem appropriate, Models, sales offices, other offices, and trailers. Without limiting the generality of the foregoing, the Declarant and its designees, and the Builders, may show Models or the Common Areas to prospective purchasers and lessees, erect on the Parcels, Units, or Common Areas, signs and other promotional material to advertise Parcels for sale or lease, and take all other action helpful for sales, leases, and promotion of the Community.

7.9.1 Construction and Sales. In conjunction with and in addition to any other rights granted herein, Declarant and Builders, including their designees and contractors, shall have the right to enter any part of the Community, including access through the gate, and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof, for maintenance purposes, and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Units or Parcels by Owners.

7.9.2 Sales Activity. While one or more Parcels or Units are for sale in the ordinary course of business the Declarant and Builders shall have the right to use those Parcels or Units and the Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain, and utilize as it and they deem appropriate, Model Units, sales offices, or other offices for use in selling or providing warranty services to any part of the Community, including temporary trailers or other structures used for sales marketing or construction purposes. No Owner, the Master Association, or Neighborhood Association may interfere with or do anything detrimental to the Declarant's or Builder's designees to show Model Units or the Common Areas to prospective purchasers or tenants; to advertise, erect signs, conduct promotional activities and special events; or take all other action helpful for sales, leases, and promotion of the Community.

7.9.3 Use of Common Areas. As long as Declarant or Builders own any Parcel or Unit, the Declarant and Builders have the right and authority to use the Common Areas without charge for promotional activities and other special events, whether private or open to the public, to promote the Community and to assist in its overall marketing effort. In addition, the Declarant or its assignee, for a period of five (5) years after the Declarant has sold the last Parcel or Unit in the Community, may place marketing signage along the project frontage of Corkscrew Road to market other Community projects or property being developed by Declarant or affiliates of the Declarant.

7.10 Easement for Lake Maintenance. Subject to Section 9, Declarant hereby grants to the Master Association, the CDD, and their successors and assigns, a perpetual non-exclusive easement for maintenance of lakes, canals, and waterways that it or they are charged with maintaining, upon, across, over, and under any Common Area, Parcel, or Unit adjacent to such lake or canal, for ingress, egress, and access to such lake or canal; provided, however, the exercise of this easement shall not unreasonably interfere with the use of any Unit or Parcel. If such easement is not shown on a plat, then such easement shall be deemed to extend from the water control elevation (C.E.) to twenty feet (20') landward. No Structure of any kind shall be constructed or maintained in this easement area unless approved by the Declarant.

7.11 Irrigation Easement. There is hereby granted and reserved in favor of the Declarant and CDD, an irrigation easement across each Parcel or Unit in the Community, which easement in favor of the Declarant and CDD shall be measured five feet (5') from and parallel to each side lot line and five feet (5') from the rear yard lot line for the placement of irrigation pipes, valves, control boxes, control wires, etc., which infrastructure, if so placed, shall be owned, controlled, and maintained by the Master Association or the CDD.

8. MAINTENANCE; IMPROVEMENTS.

8.1 Maintenance of Units, Parcels, and Common Areas. Each Owner shall maintain his Unit or Parcel and all related improvements in a manner consistent with this Master Declaration and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Master Association or a Neighborhood Association, pursuant to the applicable Master Declaration, Supplemental Declaration, Neighborhood Declaration, or amendments. Each Neighborhood Association shall maintain the Neighborhood Common Areas within its Neighborhood, unless provided for otherwise, in a manner consistent with the Governing Documents and all applicable covenants. The Master Association may, but shall not be obligated to, assume maintenance responsibility for any Neighborhood Common Areas, either by agreement with the applicable Neighborhood Association or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with that required by this Master Declaration, in which case all costs of such maintenance shall be assessed only against the Units or Parcels within the Neighborhood. The provision of services in accordance with this Section shall not constitute discrimination or action against a Class.

8.2 Responsibility for Repair and Replacement. Unless otherwise specifically provided in this Master Declaration, or in other instruments creating and assigning maintenance responsibility, the responsibility for maintenance shall include responsibility for repair and replacement, as necessary, to maintain the Community to a level consistent with this Master Declaration. By virtue of taking title to a Unit or Parcel, each Owner covenants and agrees with all other Owners, and with the Master Association, to carry property insurance for the full replacement cost of all insurable improvements on the Owner's Unit or Parcel, less a reasonable deductible, unless the applicable Neighborhood Association or the Master Association carries such insurance (which they may but are not obligated to do hereunder unless mandated by statute). Each Owner further covenants and agrees that in the event of damage to, or destruction of, Structures on or comprising his Unit or Parcel, the Owner shall proceed promptly to repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Master Declaration, or, if the Owner determines not to reconstruct, to clear debris from and to maintain the Unit or Parcel. The Owner shall pay any costs that are not covered by insurance proceeds. The requirements of this Section shall apply to any Neighborhood Association responsible for its Neighborhood Common Area in the same manner as if the Neighborhood Association were an owner. Additional recorded covenants, such as a Supplemental Declaration, applicable to any Unit, Parcel, or Neighborhood Common Area may establish more stringent and particular requirements for insurance and more stringent and particular standards for rebuilding or reconstructing improvements on the Parcel with such Unit, Parcel, or Neighborhood Common Area, and for clearing of debris and maintaining the Unit, Parcel, or Neighborhood Common Area in the event the improvements are not rebuilt or reconstructed.

8.3 Maintenance Obligations of Owners. Subject to the right of the Master Association to provide for maintenance as provided in this Section, it shall be the duty of the Owners and Neighborhood Association in each Neighborhood, at their sole cost and expense, subject to the provisions of this Master Declaration, to maintain, repair, replace, and restore areas subject to their exclusive control in a neat, sanitary, and attractive condition consistent with the quality of the original construction, and the standards adopted by the Master Association from time to time. Notwithstanding, in accordance with the Covenant to Create an Enhanced Lake Management/Maintenance Plan attached hereto as **Exhibit "E"**, no Owner shall apply or contract for the application of any pesticide, herbicide, and/or fungicide to any portion of the Land, including his or her own Unit, without the prior written approval of the Master Association, which may be withheld in the Master Association's sole and absolute discretion. Only licensed professionals authorized by Lee County may perform the application of fertilizers, pesticides, insecticides, herbicides, nematocides, and other similar chemicals on the Land. In the event that any such Owners or Neighborhood Associations shall permit any improvement on any portion of the Land that is their responsibility to maintain to fall into disrepair or to not be maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to otherwise be contrary to any specific standards adopted by the Master Association, then the Master Association shall have the right, but not the duty, upon fifteen (15) days prior written notice to the appropriate Owner or Neighborhood Association, to correct such conditions and to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner or Neighborhood Association. Said cost shall be a special Assessment and shall create a lien upon the corresponding Units, Parcels, or Neighborhood, and shall be enforceable in the same manner as other Assessments as set forth in this Master Declaration. Such Neighborhood Association or such Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by all Units or Parcels in the affected Neighborhood as Master Association Expenses. Notwithstanding the foregoing, the Master Association shall have the right, but not the obligation, to provide landscaping maintenance to all Units as a Master Association Expense or a Neighborhood Expense. Regardless of any election by the Master Association or obligation of the Neighborhood Association to maintain the landscaping for the Units, Owners shall be responsible for the replacement of grass or landscaping on their respective Units needed for any reason whatsoever, including any claim that damage was caused by a lack of irrigation, pest control, or any other maintenance responsibility of the Master Association or the Neighborhood Association. All irrigation water will be delivered from the Irrigation Lake(s), as defined in and pursuant to the Irrigation Agreement. All Owners shall be prohibited from the installation of domestic wells for potable or irrigation water.

8.4 Maintenance Obligations of Master Association. Subject to the provisions of Section 8.3, and subject to the obligations for maintenance by the CDD, the Master Association shall maintain, or provide for the maintenance by others, all of the Common Areas and all improvements thereon, in good order and repair, including recreational facilities (if any), and any and all utility facilities and improvements on the Common Areas (but excluding Neighborhood Common Areas, unless the Master Association elects to maintain or repair same). However, notwithstanding anything contained in this Master Declaration to the contrary, the Master Association shall have the ultimate maintenance responsibility for any areas or infrastructure dedicated to the Master Association on any subdivision plats. In addition to maintenance, the Master Association shall provide all necessary landscaping to properly maintain and periodically replace, when necessary, the trees, plants, grass, and other vegetation that is located on the Common Areas, all as determined by the Master Association in its sole discretion. The Master Association and/or the CDD shall further maintain, reconstruct, replace, and refinish any Streets, parking, landscaping, hardscape, water management and retention areas, and any other impervious surfaces in the Common Areas unless provision is made otherwise in a Supplemental Declaration, or unless such maintenance is the sole responsibility of the CDD. All such maintenance shall be a Master Association Expense. If wildlife mitigation or wetland mitigation is required under any of the permits for the Community, then the Master Association and/or the CDD shall be responsible for all mitigation, maintenance, and monitoring required, and any financial assurances required under the relevant permits. The Indigenous Preservation, Restoration and Management Plan, and the Human-Wildlife Coexistence Plan are attached hereto as **Exhibit "D"**, and the Covenant to Create an Enhanced Lake Management/Maintenance Plan is attached hereto as **Exhibit "E"**. Additionally, the Master Association and/or the CDD shall maintain all Conservation Areas and upland buffer zones, if any, including those

located within a Unit or Parcel. It is the Master Association's and/or the CDD's responsibility to complete the mitigation and monitoring plan successfully, including meeting all conditions associated with the mitigation, maintenance, and monitoring, and including complying with all requirements of Lee County, including, but not limited to, any requirements set forth in Exhibits "D" and "E". All of the foregoing obligations of the Master Association shall be discharged when and in such manner as the Board shall determine in their judgment to be appropriate, and the Declarant prior to Turnover, or the CDD or the Master Association after Turnover, shall have the power and authority to convey title to, and/or assign maintenance responsibilities for, all or such portion of the Conservation Areas, Streets, Common Areas, and Water Management Systems as the Declarant, the CDD, or Master Association elects; provided, however, said conveyance and/or assignment may only be made to a public or quasi-public agency, community development district, or similar entity under such terms as the Master Association or the CDD deems appropriate, which may assume responsibility for maintenance hereunder. No Owner shall plant or remove any landscaping in the Conservation Areas in violation of Exhibit "D". In the event of any violation by an Owner, the Master Association or the CDD shall have the right to remove the landscaping, or replant any landscaping improperly removed, at the sole cost and expense of the Owner.

8.5 Negligence: Damage Caused By Condition in Unit. The Owner of each Parcel or Unit shall be liable for the expenses of any maintenance, repair, or replacement of Common Areas, other Parcels or Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his Guests, employees, agents, or lessees. Each Owner has a duty to maintain his Parcel or Unit and personal property therein, except those items required to be maintained by the Master Association or a Neighborhood Association as provided herein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Parcels or Units, Common Areas, or the property of other Owners. If any condition, defect, or malfunction resulting from the Owner's failure to perform this duty causes damage to other Parcels or Units, Common Areas, or property within other Parcels or Units, the Owner of the offending Parcel or Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Parcels or Units involved is not occupied at the time the damage is discovered, the Master Association may, but is not obligated to, enter the Parcel or Unit (including Structures or Residences thereon) without prior notice to the Owner and take reasonable actions to mitigate damage or prevent its spread. The Master Association may, but is not obligated to, repair the damage without the prior consent of the Owner. Notwithstanding the foregoing, the Master Association reserves the right to levy a special Assessment against any Owner, equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Parcel or Unit, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a special Assessment against the Owner and may be collected as provided herein for the collection of shared Assessments.

8.6 Driveways: Sidewalks. Driveways must be paved with paver blocks or another hard surface approved by the Declarant and/or the ARC. Notwithstanding any other provision in the Governing Documents, Owners shall be responsible for the maintenance, repair, and replacement of all driveways and sidewalks on or in front of the Unit, which shall include any portion located between the boundary of the Owner's Parcel and the roadway lying adjacent to the boundary of the Parcel unless damaged by the actions of the Association or CDD. Driveways and sidewalks must be kept clean and free from oil, rust, stains, any aesthetic blemish, or other unsightly damage.

9. IRRIGATION: WATER MANAGEMENT SYSTEM AREA RESTRICTIONS AND EASEMENTS: CABLE TELEVISION SERVICES.

9.1 Irrigation. EACH OWNER ACKNOWLEDGES THAT ANY WATER PROVIDED FOR IRRIGATION PURPOSES MAY BE UNTREATED WATER OR TREATED EFFLUENT. NEITHER DECLARANT, THE CDD, CVILL-CONNECTION, LLC, NOR THE MASTER ASSOCIATION SHALL BE RESPONSIBLE FOR THE QUALITY OF WATER PROVIDED FOR SUCH IRRIGATION PURPOSES. ANY USE OF SUCH WATER SHALL BE AT THE USER'S OWN RISK.

9.2 Water Management System. No improvements, plantings, or other material (other than landscape material) of any kind shall be constructed, erected, or installed unless constructed, erected, or installed by the Declarant, Master Association, or the CDD, subject to the SFWMD permits, nor shall an Owner or Neighborhood Association in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water in any portion of a Water Management System reserved for, or intended to be reserved for, drainage ways and flowways, or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the Declarant, Master Association, or the CDD, subject to the SFWMD permits. No Owner or Neighborhood Association shall alter any wetlands, Conservation Areas, or preserve areas from their natural or permitted condition. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, Japanese climbing fern, or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow, and grapevine. The Land shall be subject to the following covenants, restrictions, and easements, related to the Water Management System:

9.2.1 Modification. No Unit or Parcel shall be increased in size by the filling in of any water retention or Water Management System on which it abuts. Owners or Neighborhood Associations shall not fill, dike, riprap, block, divert, or change the established water retention, drainage ways, and Water Management Systems that have been or may be created by easement. No Owner or Neighborhood Association may draw water for irrigation or other purposes from any lake, pond, canal, or other Water Management System, nor is any swimming in such areas allowed.

9.2.2 Responsibility. All Water Management Systems and maintenance of any conservation easements, preserve areas, and/or signage required by the SFWMD permits for the Community will be the ultimate responsibility of the CDD, although actual maintenance functions may be delegated to the Master Association by agreement between the Master Association and the CDD. In such instance, the Master Association's power to levy and collect regular and special Assessments shall include, but not be limited to, the power to assess for operation, repair, and replacement of the Water Management System. The Master Association, the CDD, or their designees, may enter any Parcels, Common Areas, or Neighborhood Common Areas and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of the Master Association or the CDD. In addition thereto, any Owner, Neighborhood Association, the SFWMD, or other beneficiary of the Water Management System shall have the right to take enforcement action, including a civil action for an injunction and penalties, against the Master Association to compel it to correct any outstanding problems with the Water Management System or in any mitigation or Conservation Areas under the responsibility or control of the Master Association. The Master Association shall take all action as necessary to enforce the conditions of any conservation easements and of the SFWMD permit. Notwithstanding the foregoing, the Master Association or CDD shall have the power and authority to convey title to and maintenance responsibilities for all or such portion of the Water Management Systems as the Master Association or CDD elects; provided, however, said conveyance may only be made to a public or quasi-public agency, community development district, or other similar entity that is acceptable to SFWMD, under such terms as the Master Association deems appropriate, which may assume responsibility for the proper maintenance and care of the Water Management System.

9.2.3 Construction. Nothing in this Section shall be construed to allow construction of any new water management facility or alteration of the Water Management System without first obtaining the approval of the Declarant, which may be withheld in its sole and absolute discretion, and without necessary permits from all governmental regulatory agencies having jurisdiction.

9.2.4 Other Properties. Declarant does hereby reserve the right to grant non-exclusive drainage easements benefiting lands not included within the Land, and to allow said benefited lands to utilize the Water Management System, upon such terms and conditions (if any) that Declarant deems appropriate, without regard as to whether said benefited lands ever comprise a portion of the Community.

9.2.5 No Plantings. No plantings of any kind may be located within a recorded or platted drainage easement, except that buffer trees or shrubs may be planted within such easements if required by any governmental entity under a development order, permit, ordinance, or other

governmental action.

9.2.6 Assignment by Declarant. Declarant may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations, and privileges reserved or granted hereunder to the Master Association, the CDD, or to any other person.

9.3 Cable and Telecommunications Systems. Declarant hereby reserves unto itself and its designees, successors, assignees, and licensees the right, without obligations, to construct or install over, through, under, across, and upon any portion of the Land for the use of the Owners and their permitted or authorized Guests, invitees, lessees, licensees, and family members, one or more cable and/or telecommunications receiving and distribution systems; electronic surveillance systems; emergency, medical, or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein as the "System"), the exact description, location, and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees, and licensees a perpetual and exclusive right, privilege, easement, and right-of-way for the installation, construction, and maintenance of the System (the scope, extent, size, and location of which over, across, upon, and through the Land shall be determined solely by Declarant, its successors, designees, and assigns) together with a perpetual and exclusive right and privilege of: (i) unlimited ingress and egress thereto for installing, constructing, inspecting, repairing, maintaining, altering, moving, improving, and replacing the facilities and equipment constituting the System, including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators, and amplifiers necessary or desirable to receive and distribute services of the System, including, without limitation, television and radio signals, electronic banking, surveillance, fire, police, and emergency medical protection; and (ii) transmitting the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns, or its designees. The term "Contractual Designee" or "Designees" shall mean the company or companies with which Declarant or the Master Association has contracted for the furnishing of such System services.

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

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

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

10. INSURANCE.

10.1 Common Areas. The Master Association shall keep, or cause to be kept, the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and shall obtain insurance against such other hazards and casualties as the Master Association may deem desirable, with the Master Association as the owner and beneficiary of such insurance. Insurance proceeds shall be used by the Master Association for the repair or replacement of the property for which the insurance was carried, unless the Members determine otherwise as set forth in Section 11 below. Premiums for all insurance carried by the Master Association are Master Association Expenses included in the Assessments made by the Master Association.

10.2 Neighborhood Association Insurance. If applicable, each Neighborhood Association shall maintain and pay for such insurance as is required hereby to and by its own applicable documents. If any Neighborhood Association fails to do so, then the Master Association may purchase insurance for it and assess the cost to the particular Neighborhood Association.

10.3 Replacement or Repair of Land. In the event of damage to or destruction of any part of the Common Areas, the Master Association shall repair or replace the same from the insurance proceeds available, subject to the other provisions of this Master Declaration.

10.4 Waiver of Subrogation. As to each policy of insurance maintained by the Master Association, which will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Members, the Owners, any management company, the Declarant, the Builders, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

10.5 Liability and Other Insurance. The Master Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments, liquor liability insurances, and malicious mischief insurance, in such limits as it shall deem desirable (public liability coverage shall be in an amount not less than \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence), insuring against liability for bodily injury, death, and property damage arising from the activities of the Master Association and respecting the Common Areas, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The Master Association may also obtain workman's compensation insurance, and other liability insurance as it may deem desirable, insuring the Owners, the Master Association, the Board, and any management company from liability in connection with the Common Areas, the premiums for which are Master Association Expenses. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion. The Board shall also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds, and other insurance as it deems advisable, insuring the Board and any management company thereof against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. All Builders shall be required to carry general liability insurance with minimum limits of \$1,000,000.00.

11. DESTRUCTION OR DAMAGE TO COMMON AREAS. Destruction of or damage to all or any portion of the Common Areas shall be handled in the following manner, notwithstanding any provision in this Master Declaration to the contrary:

11.1 If in the event of damage or destruction to the Common Areas or any portion thereof the insurance proceeds are sufficient to effect total restoration, then the Board shall cause such Common Areas to be repaired and reconstructed substantially as they previously existed to the extent possible.

11.2 If the insurance proceeds are within \$250,000.00 or less of being sufficient to effect total restoration to the Common Areas, then the Declarant or the Master Association shall cause the Common Areas to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a special Assessment.

11.3 If the insurance proceeds are insufficient by more than \$250,000.00 to effect total restoration to the Common Areas, then the Common Areas shall be rebuilt and restored in substantially the same manner as the improvements existed prior to the damage, unless seventy-five percent (75%) or more of the total voting interests (as such term is defined in Section 720.301, Florida Statutes), vote to not rebuild and instead to distribute the available insurance proceeds equally to the Owners or mortgagees as their interests may appear.

12. GENERAL COVENANTS AND RESTRICTIONS. The Declarant has established a common scheme of development for the Community, including, but not limited to, exterior paint colors, signage, materials, and landscaping. In order to ensure compliance with such common development scheme, all

portions of the Community shall be held, used, and enjoyed subject to the following limitations and restrictions, and further subject to the exemption of Declarant in Section 12.18 hereof.

12.1 Signs. No sign, poster, display, billboard, decoration, logo, or other advertising device of any kind shall be displayed to the public view on any portion of the Land without the prior written consent of the Declarant, or the Board, except: (i) commercial and identification signs that are consistent with the architectural theme and criteria for the Community, as established by Declarant in the initial construction of the Community; (ii) directional and safety signage; and (iii) signage used by Declarant, its successors or assigns; signage used by Builders and their successors and assigns, subject to the prior approval of Declarant; or other signage with permission of Declarant for advertising during the construction and sale of Units or Parcels in the Community. The Declarant will make provision for certain exterior signage for the Community as a whole and for certain Neighborhoods. The Board may establish Rules and Regulations and criteria for signage in the Common Areas that will honor and respect commitments made by the Declarant.

12.2 Landscaping; Refuse Disposal. Subject to the Master Association's election to provide landscaping maintenance under Section 8.3 above, or a Neighborhood Association's obligation, each Owner shall keep his or her Unit free and clear of weeds, underbrush, unsightly growth, trash, and debris, and shall reasonably maintain his Unit and Residence. Except for designated Conservation Areas, buffer zones, open space, or other similar areas, all areas not covered by Structures, walkways, or paved parking facilities shall be maintained by their Owner as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals, or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. All lawns and landscaping shall be completed at the time of completion of the Residence as evidenced by a certificate of occupancy, and shall be maintained in good condition by the Master Association if budgeted and delegated to do so by the Board, or maintained by the Owner and regularly cut and mulched areas regularly re-mulched. The CDD and/or Master Association shall be responsible for operation of the central irrigation system. Individual Owners shall have no control over the central irrigation system. The Owner shall be responsible for all irrigation of the landscaped areas within the Unit that are not irrigated by the central irrigation system and shall comply with all governmental water restrictions in effect from time to time. No landscaping shall be installed, cut down, destroyed, or removed without the prior written approval of the ARC. No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in bear-proof sanitary containers suitably screened from view from the street and adjacent Units. The Board may establish Rules and Regulations and criteria describing the type and size of container, and when containers may be placed curbside for collection days. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

12.3 Outside Lighting. Except as may be initially installed by the Declarant, no spotlights, floodlights, or other outdoor high intensity lighting shall be placed or utilized upon any Unit that in any way will allow light to be reflected on any other Unit or the improvements thereon without the written authorization of the ARC. Low intensity lighting that does not unreasonably disturb the Owners or other occupants of the Community shall be allowed. The Owner of each Unit shall maintain the front yard lamp post (if any), and keep it operating during all hours of darkness. The Owner's responsibility includes the photoelectric cell and replacement of light bulbs. The conservation easements, as well as any other indigenous preserves or mitigation areas, shall not be directly or indirectly illuminated by lighting originating from the developed areas of the Land or originating from other Common Areas. The Declarant and/or Master Association may use shielding and or master sensors to limit the impact of lighting.

12.4 No Commercial Use. No trade, commercial use, or business may be conducted or operated from any Parcel or Unit, except that an Owner (or his family members or lessees) residing in a Residence may conduct business activities within the Residence, so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residence; (2) the business activity is otherwise permitted under applicable zoning regulations, ordinances, and laws; (3) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons, employees, suppliers, or tradesman coming in to the

Community who do not reside in the Community, nor the solicitation of other Community residents; and (4) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other Community Residences. Notwithstanding the foregoing, the leasing or rental of a Residence shall not be considered a business or commercial activity.

12.5 Common Areas and Neighborhood Common Areas. The Common Areas and each of the Neighborhood Common Areas shall be used only for the purposes for which they are intended to be used in the furnishing of services and facilities for the Owners.

12.6 Communication Equipment. No improvements, modifications, alterations, communication equipment, antennae, satellite dishes, or other electronic towers, shall be permitted on the exterior of any Structure or Residence or within the Community without the prior written approval of the Declarant or the Board, and then only in accord with criteria established from time to time, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Master Association may adopt Rules and Regulations limiting the installation of permissible dishes or antennae to the extent lawful.

12.7 Exterior Improvements. No Owner shall alter the exterior paint color, nor make any other alteration or addition to the exterior of the Residence, without prior written consent of the ARC. Notwithstanding, an Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4-1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.

12.8 Awnings and Windows. Awnings, hurricane shutters, solar film and other window shading or decoration shall be subject to the prior approval and control of the ARC.

12.9 Fences. No fence, wall, hedge, or other similar structure or underground electric fence, shall be erected on any Unit, except as originally installed by Declarant or any as approved by the ARC.

12.10 Mailboxes; Lamp Posts. Mailboxes shall be clustered at a central mail kiosk location as located by the Declarant. Front yard lamp posts and their supporting structures shall be substantially uniform in style, appearance, and location, and are subject to regulation by the ARC. Owners are required to maintain their front yard lamp post at all times, including the replacement of the photoelectric cell and light bulb when necessary.

12.11 Parking; Vehicles; Boats. Vehicles shall be parked only in driveways and other designated parking spaces. No vehicle shall be permitted to be parked on any unpaved or grassed area. Parking spaces may be used only for parking vehicles that are in operating condition and for no other purposes (i.e. vehicles shall not be permanently stored except in an enclosed garage). In no event shall an abandoned or inoperable vehicle, or a vehicle containing more than two (2) axles be permitted to park on the Common Areas or Neighborhood Common Areas, or on a Parcel or Unit; provided, however, the foregoing does not apply to the temporary parking of trucks for the loading and unloading of equipment and supplies and for the construction, maintenance, or repair of Common Areas, Neighborhood Common Areas, Parcels or Units. "Abandoned or inoperable vehicle" shall be defined as any vehicle that has not been driven under its own propulsion for a period of ten (10) days or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left in designated parking areas by Owners while on vacation. No boat, trailer of any kind, semitrailer, house trailer, camper, mobile home, motor home, bus, commercial vehicle, truck camper, vehicles with commercial markings, racks or tools in the bed, or disabled, inoperative or unlicensed vehicles shall be parked, kept, or stored unless kept fully enclosed inside a garage. Boats are not permitted to be used on lakes in the Community. Notwithstanding anything to the contrary contained in this Master Declaration, motorcycles, ATVs, golf carts, vans, pick-up trucks, and sport utility vehicles shall be considered to be automobiles and may be parked on driveways and designated parking spaces if the vehicle is used for the primary purpose of transportation of

passengers and their personal goods. Notwithstanding anything above, golf carts shall be parked overnight in an enclosed garage. If the vehicle is used primarily for the transportation of goods, then it shall be considered to be a commercial vehicle. Law enforcement vehicles may be parked on driveways and designated parking spaces if the driver is a law enforcement officer. Overnight parking in the roadway or other Common Areas is prohibited. A written notice requesting removal of any vehicle located upon the Land in violation of the foregoing may be personally served upon the Owner or posted on the vehicle by the Master Association, and the Master Association shall have the right to remove the same without liability to the Master Association, and the expense thereof shall be charged against the Owner if such vehicle has not been removed within seventy-two (72) hours after posting of said notice. The preceding restrictions shall not apply to commercial vehicles or other vehicles that may be utilized by the Declarant, Builders, and their contractors and subcontractors for purposes of completing construction of the Community, Parcels and Units; the Master Association, its vendors and employees; and any governmental authority, taxing district, or private or public utility. No motor vehicle shall be used as a domicile or residence, either permanent or temporary while in the Community.

12.12 Additional Temporary or Permanent Structures; Basketball Hoops. No structure of a temporary or permanent character, including, but not limited to, sheds, garages, storage facilities, canopies, or other improvements shall be used or erected within the Community without the prior approval of the Declarant, and, after Turnover, the Master Association. Temporary use of portable basketball hoops on Parcels is permitted subject to the Rules and Regulations established by the Board. Basketball hoops shall be stored within an enclosed garage after sunset on Sunday through Thursday. The Board of Directors may impose other reasonable Rules and Regulations governing basketball hoops.

12.13 Nuisances. No nuisances shall be allowed, nor any use or practice that is the source of annoyance or interferes with the proper use of the Common Areas or with the quiet enjoyment or privacy of a residential Unit. All parts of the Community shall be kept in clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No use shall be made of any portion of the Community that would increase the rate of insurance upon the Community. No shore-based fishing shall be allowed directly behind any Unit, except by the Owner of that Unit.

12.14 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Community or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification, or repair of the Community shall be the same as is elsewhere herein specified with respect to other maintenance, repair, and replacement.

12.15 Animals; Pets. The Board of Directors may impose reasonable Rules and Regulations governing the keeping of pets in the Community, including, but not limited to, restrictions on noise, nuisance, and where pets may be walked. The ability to keep a pet is a privilege, not a right, and the Board of Directors may revoke the privilege and order and enforce the removal from the Unit or Parcel of any pet that becomes a source of unreasonable annoyance or nuisance to other residents, or whose owner repeatedly refuses or fails to abide by this Section or the Rules and Regulations put in place by the Board. Pets shall never be allowed to run freely upon any Parcel, Common Area, or any other part of the Community, and shall be exercised and walked in designated areas and leashed at all times while outside of the Unit. Any resident maintaining a pet shall be fully responsible for and shall bear the expense of any damage to persons or property resulting therefrom. Such resident shall also be responsible for cleaning up after his pet. Any such damage shall be determined by and collected by the Master Association. Pets shall not be left unattended outside or in open areas such as lanais, porches, courtyards, garages, dog park, or similar areas. Commercial activities involving pets are prohibited, including, without limitation, breeding, training, grooming, veterinary services, and boarding. Pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior are prohibited. No reptiles, amphibians, poultry, livestock, or farm animals may be kept in the Community. A location in the Community may be designated for a "dog park." If a location is designated, the Board of Directors may impose Rules and Regulations governing its use.

12.16 Wildlife. As a result of the open spaces, natural areas, and bodies of water in and around the Community, Owners may periodically find wild animals within the confines of the Community including, but not limited to, bears, bobcats, coyotes, deer, panthers, raccoons, swine, spiders, snakes, bees, fire ants, alligators and other reptiles, and insects common to the area. Contact with any wild animal can be dangerous and it is illegal to feed or harass many wild animals, including, but not limited to, alligators and panthers. Should any Owner encounter any such animals or reptiles, the Owner is encouraged to contact the local animal control office for further instructions. Dumpsters and individual trash receptacles must be bear-proof. Trash receptacles for Parcels must not exceed 40 gallons in size and must have two handles and a tight fitting lid in accordance with County Solid Waste Ordinance, as described in the Indigenous Preservation, Restoration, and Management Plan and the Protected Species Management and Human-Wildlife Coexistence Plan further set forth in **Exhibit "D"**.

12.17 Leasing of Units. An Owner may lease his Residence subject to Rules and Regulations established by the Board and the following:

12.17.1 The lease must be written, and a fully executed copy must be provided to the Master Association not less than fifteen (15) days before the beginning of the lease term, together with any required fees, such other information about the lessees as the Board may reasonably require, including, but not limited to, a background check for the prospective lessees. A \$250.00 transfer fee shall be due from the lessee, payable to the Master Association upon execution of the lease.

12.17.2 No Residence may be leased or rented for a term of less than thirty (30) consecutive days, and no more than three (3) times per calendar year. The year in which the lease term commences shall determine in which year the lease occurs.

12.17.3 No subleasing or assignment of lease rights shall be permitted. All of the provisions of the Governing Documents shall be applicable and enforceable against any person occupying a Residence as a lessee or Guest to the same extent as an Owner, and a covenant on the part of each occupant to abide by the Governing Documents, designating the Master Association as Owner's agent, and granting the Master Association the authority to terminate any lease and evict the lessee in the event of violations by the lessee of such covenant, shall be deemed included in every lease, whether oral or written, and whether expressed in such lease or not.

12.17.4 In the event that the proposed lease and information required by the Board are not submitted at least fifteen (15) days prior to the proposed lease term, or in the event that the proposed lease violates the terms of this Section, then the lease shall be deemed null and void and the lessee shall not have the right to take possession of the Unit until such time as this Section is complied with.

12.18 Declarant Exemption. Declarant, its successors or assigns, and Builders will undertake the work of constructing improvements on the Units, Parcels, and Common Areas. The completion of that work and the sale, rental, and other disposal of Units are essential to the establishment and proper economic function of the Community. As used in this Section, the words "its successors or assigns" specifically do not include purchasers of Units or Parcels unless such purchasers are specifically designated by Declarant as a successor or assignee of Declarant's rights under this Master Declaration in the instrument of conveyance or other instrument executed by the Declarant. In order that said work may be completed and the Community established as a fully occupied community as rapidly as possible, no Owner or the Master Association shall do anything to interfere with and nothing in this Master Declaration shall be understood or construed to:

12.18.1 Prevent Declarant, its successors or assigns, and Builders or their contractors or subcontractors, from doing on any property owned by it or them whatever they determine to be necessary or advisable in connection with the completion of said work, including, but not limited to, the alteration of such construction plans and designs as Declarant and Builders (subject to the prior consent of the Declarant) deem advisable in the course of development.

12.18.2 Prevent Declarant, its successors or assigns, and Builders or their representatives, from erecting, constructing, and maintaining on any portion of the Land owned or controlled by Declarant, or its successors or assigns, or Builders or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business or of completing said work and establishing the Community as a residential community and disposing of the same by sale.

12.18.3 Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Common Areas.

12.18.4 Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, or any Builder from maintaining such sign or signs, sales offices, offices, construction trailers, and Models on any portion of the Land owned or controlled by any of them as may be necessary in connection with the sale, lease, or other marketing of Parcels or Units.

12.19 Golf Carts. The use of golf carts is allowed in the Community, subject to compliance with the Rule and Regulations and laws of the State of Florida. However, such use may also be subject to criteria established by the Board to ensure the safety of the Community. The Rules and Regulations and/or criteria may include, but are not limited to, requirements of licensing and equipment, restrictions on hours of operation, and, notwithstanding anything in Section 12.11 above, parking and storage, including the requirement that they be kept in a garage.

12.20 Drones and Aerial Devices. The Master Association reserves the right to develop Rules and Regulations and criteria prohibiting the flying of drones or other aerial devices over Units or Parcels. Flying of drones or aerial devices is prohibited in Common Areas without the prior consent of the Board. The privacy of the Residents and their quiet enjoyment of the Community shall not be interfered with through the use of drones and aerial devices.

13. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Owner shall at all times comply or cause the compliance with all of the covenants, conditions, and restrictions of the Governing Documents. Violations of the Governing Documents should be reported immediately, in writing, to the Board. Except in the event of an emergency, before undertaking any remedial, disciplinary, or enforcement action against a person alleged to be in violation, the Master Association shall give the alleged violator reasonable written notice of the alleged violation. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm, or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors of the Master Association, that person, firm, or entity shall be liable to be fined by the Master Association for each violation.

13.1 Enforcement; Legal Action; Dispute Resolution. Every Owner shall have the right to seek judicial enforcement of the Master Association's maintenance responsibility set forth herein. Disputes governed by Section 720.311, Florida Statutes, as amended from time to time, shall be subject to the requirements thereunder. Judicial enforcement of all other disputes and of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, and/or to recover damages, and against the corresponding Unit or Parcel to enforce any corresponding lien. Failure of the Master Association, Declarant, or any Owner to enforce any covenant or restriction contained in this Master Declaration shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the prevailing party shall, in addition, be entitled to recover its costs and attorney fees incurred in enforcing the Governing Documents.

13.2 Entry by Master Association. Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Declarant and its successors and assigns, and/or the Master Association and its authorized agents or representatives, in addition to all other remedies, the right to summarily abate and remove, at the expense of the Owner of

the Unit or Parcel, any construction or other violation that may be or exist thereon. The Declarant and its successors and assigns, and/or the Master Association and its authorized agents or representatives, shall not thereby become liable in any manner for trespass, abatement, or removal.

13.3 Fines; Suspension of Use Rights to Common Areas. The Board may impose a fine or fines upon an Owner, or the Owner's lessees, Guests, occupants of the Unit, invitees, or licensees, for failure of the Owner, or the Owner's lessees, Guests, occupants of the Unit, invitees, or licensees to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. The Board may also suspend, for a reasonable amount of time, the right of an Owner, or the Owner's lessees, Guests, occupants of the Unit, invitees, or licensees to use the Common Areas and facilities, Neighborhood Common Areas and facilities, for the failure of the Owner of the Unit, or the Owner's lessees, Guests, occupants of the Unit, invitees, or licensees to comply with any provision of the Governing Documents. In addition, if an Owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Master Association, the Master Association may suspend the rights of the Owner, or the Owner's lessees, Guests, occupants of the Unit, invitees, or licensees to use the Common Areas and facilities until the monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Unit, and does not impair the right of an Owner, or the Owner's lessees, Guests, occupants of the Unit, invitees, or licensees to have vehicular and pedestrian ingress to and egress from the Unit, including, but not limited to, the right to park. The Master Association may suspend the voting rights of a Parcel or Member for the nonpayment of any monetary obligation due to the Master Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Master Association. A voting interest or consent right may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under Chapter 720, Florida Statutes, or the Governing Documents. The requirements for notice and opportunity for a hearing set forth in Sections 13.4 and 13.5 below do not apply to suspensions of use rights and voting rights based upon nonpayment of monetary obligations in excess of ninety (90) days. All suspensions of use rights and voting rights based upon such nonpayment of monetary obligations must be approved at a properly noticed Board meeting. Upon approval, the Master Association must mail or hand deliver notice of the suspension to the Owner, or if applicable, the Owner's lessees, Guests, occupants of the Unit, invitees, or licensees.

13.4 Notice. A fine or suspension for other than nonpayment of any monetary obligation in excess of ninety (90) days may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before the committee referred to in Section 13.5 below.

13.5 Hearing. The Board shall appoint a committee of at least three (3) members ("Hearing Committee"), who are not Officers, Directors, or employees of the Master Association, or the spouse, parent child, brother or sister of an Officer, Director or employee, to conduct a hearing. The facts of the alleged infractions shall be presented to the Owner or other person sought to be fined or suspended, after which the Owner or other person shall have a reasonable opportunity to present a defense and reasons why the fines or suspension should not be imposed.

13.6 Amount of Fine. The Hearing Committee may impose a fine in an amount that is equal to \$100.00 per violation per day up to an aggregate maximum of \$5,000.00 per continuing violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity to be heard.

13.7 Collection of Fines. Fines shall be due to the Master Association fourteen (14) days after written notice to the Owner of the imposition of the fine. A fine of \$1,000.00 or more may be secured by a lien against the Unit or Parcel.

13.8 Application. All monies received from fines shall be allocated as determined by the Board.

13.9 Non-Exclusive Remedy. Fines and suspensions shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled.

14. DECLARANT'S RIGHTS AND DUTIES. So long as the Declarant owns any real property in the Community, the following shall apply, notwithstanding any other provisions to the contrary:

14.1 Declarant's Use. Neither the Owners nor the Master Association (nor their use of the Parcels), shall interfere with the completion of the contemplated improvements or sales of Parcels and Units or any other property within the Community. The Declarant or Builders after Turnover may make any use of the unsold Parcels, Units, or Common Areas as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of construction and sales offices and trailers, display of signs, leasing of Units, and showing of Units for sale and lease to prospective purchasers and lessees.

14.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers, and duties of the Declarant set forth in the Governing Documents may be assigned, in whole or in part, by the Declarant to any person or entity without the consent of any other Owner or any holder of a mortgage secured by any Parcel. Upon the acceptance of such assignment by the assignee, the assignor shall be relieved of all liabilities and responsibilities to the extent of the assignment. In the event of the foreclosure of any mortgage owed by the Declarant, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges, and immunities of the Declarant in and to such interest.

14.3 Amendment of Master Declaration Prior to Turnover. In addition to any other right of amendment or modification provided for in this Master Declaration and its Exhibits, the Declarant, or any entity that succeeds to its position as the Declarant of the Land described in **Exhibit "A"**, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions, and other provisions of this Master Declaration or any of its Exhibits, prior to Turnover. This right specifically includes the right to amend this Master Declaration and its Exhibits to incorporate additional property into the Community, to withdraw property previously submitted to this Master Declaration, and to change the size or dimension of any Unit or Parcel without the approval of any Owner or mortgagee so long as that Unit or Parcel is owned by the Declarant, unless required by applicable law. Any amendment made pursuant to the foregoing provisions may be made without notice to the Members or to any other entity, unless required by applicable law. Notwithstanding the foregoing, any amendment that would affect the Water Management System (including environmental conversation areas) must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of applicable Water Management System permits. If a modification is necessary, SFWMD will so advise the permittee.

14.4 Amendment to Master Declaration after Turnover. After Turnover, amendments may be proposed by the Board of Directors or by written petition to the Board signed by at least one-fourth (1/4) of the voting interests. Except as otherwise provided by law, or by specific provision of this Master Declaration, the Master Declaration may be amended by the affirmative vote of two-thirds (2/3) of the voting interests present and voting, in person or by proxy, at a duly called and noticed meeting of the Members at which a quorum is present.

14.5 Sales or Leases of Parcels and Units. The Declarant and Builders shall have the right to sell, lease, or transfer any Parcel or Unit owned by them on such terms and conditions as they deem in their own best interest, and no Master Association approval shall be required.

14.6 Non-Enforcement of Covenants. The Declarant and Master Association shall have no liability with regard to the enforcement or non-enforcement of the covenants, conditions, and restrictions in the Governing Documents.

14.7 Easements. The Declarant shall have the right to create and/or grant any and all easements over, across, and through the Community as may be necessary or convenient to the development process.

14.8 Turnover of Master Association. Members other than the Declarant are entitled to elect at least a majority of the members of the Board of Directors of the Master Association three (3) months after ninety percent (90%) of the Parcels in all phases of the Community that will ultimately be operated by the Master Association have been conveyed to Members. For purposes of this Section, the term "Members other than the Declarant" shall not include Builders, contractors, or others who purchase a Parcel for the purpose of constructing improvements thereon for resale. The Declarant is entitled to elect at least one member of the Board of Directors of the Master Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Community. After the Declarant relinquishes control of the Master Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Master Association or selecting the majority of the members of the Board of Directors. Turnover shall be effectuated as follows:

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

14.9 Limitation on Amendments. No amendment shall be effective that alters the rights and privileges of the Declarant, a Builder, an Institutional Mortgagee, SFWMD, any governmental authority, taxing district, or a public or private utility, unless such party shall first provide its written consent and joinder. As long as the Declarant owns any real property in the Community, no amendment adopted by the Members shall be effective without the prior written consent and joinder of the Declarant, which consent may be denied in the Declarant's discretion.

15. MORTGAGEE PROTECTION CLAUSE. The following provisions are for the benefit of Institutional Mortgagees and to the extent these provisions conflict with any other provisions of the Master Declaration, these provisions shall control.

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

15.2 Institutional Mortgagees may, if first requested in writing (which request is deemed given by Declarant's Institutional Mortgagee), have the right to timely written notice of: (i) any condemnation or casualty loss affecting a material portion of the Common Areas; (ii) a sixty (60) day delinquency in the payment of Assessments on a mortgaged Parcel or Unit; (iii) occurrences of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association; and (iv) any proposed action that requires the consent of a specified number of Institutional Mortgagees.

15.3 Institutional Mortgagees may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against any Common Areas, and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property. Institutional Mortgagees making such payments shall be owed immediate reimbursement therefor from the Master Association.

16. DURATION OF COVENANTS. The covenants, conditions, and restrictions of this Master Declaration shall run with and bind the Land, and shall inure to the benefit of and be enforceable by the Master Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the 99th anniversary of the date of recordation

of this Master Declaration. Upon the expiration of said initial period, this Master Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Master Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Master Declaration if, during the last year of the initial period or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of all voting interests, voting in person or by proxy at a duly held meeting of Members of the Master Association, vote in favor of terminating this Master Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Master Declaration, the President and Secretary of the Master Association shall execute a certificate that shall set forth the resolution of termination so adopted, the date of the meeting of the Master Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Master Declaration.

17. GENERAL PROVISIONS.

17.1 Waiver. Any waiver by Declarant, the Master Association, or any Neighborhood Association of any provisions of this Master Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

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

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

17.4 Gender; Number. Wherever in this Master Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

17.5 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Master Declaration, Articles of Incorporation, or the Bylaws, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Master Association at the time of such mailing. The Member or Owner bears the responsibility for notifying the Master Association of any change of address.

17.6 Interpretation. The Board of Directors of the Master Association is responsible for interpreting the provisions of this Master Declaration and its Exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

17.7 Easements. Should the intended creation of any easement provided for in this Master Declaration fail by reason of the fact that at the time of creation there may be no existing grantee having capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Master Association, as agent for such intended grantees, for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Master Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created

herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

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

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

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

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

17.10 DISCLAIMER OF LIABILITY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY OR IN THE ARTICLES, BYLAWS, OR RULES AND REGULATIONS OF THE MASTER ASSOCIATION, OR ANY OTHER GOVERNING DOCUMENT, THE MASTER ASSOCIATION, DECLARANT, AND BUILDERS SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE HEALTH,

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

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

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

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Witnesses (2):

Sign: [Signature]
Print: RAY BLACKSMITH
Sign: Cheryl Smith
Print: Cheryl Smith

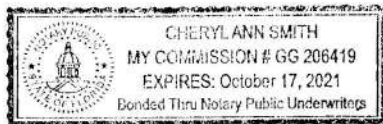
Cam Village Development, LLC
a Florida limited liability company

By: [Signature]
Print: Joseph Cameratta
Its: Manager

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned authority, by means of physical presence on this 20 day of January, 2021, by Joseph Cameratta, as Manager of Cam Village Development, LLC, a Florida limited liability company, who is personally known to me.

(Notary Seal/Stamp)



Notary Public

Sign: Cheryl A. Smith
Print: _____
My Commission Expires: _____

JOINED AND CONSENTED TO BY:

Witnesses (2):

Sign: [Signature]
Print: Ray Blacksmith
Sign: Cheryl Smith
Print: Cheryl O Smith

TPL-Land-Sub, LLC
a Florida limited liability company

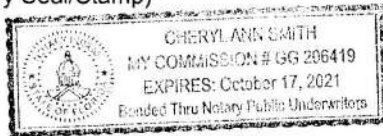
By: Cam Village Development, LLC
a Florida limited liability company
Its: Sole Member

By: [Signature]
Print: Joseph Cameratta
Title: Manager

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned authority, by means of physical presence on this 20 day of January, 2021, by Joseph Cameratta, Manager of Cam Village Development, LLC, a Florida limited liability company, as Sole Member of TPL-Land-Sub, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(Notary Seal/Stamp)



Notary Public

Sign: Cheryl A. Smith
Print: _____
My Commission Expires: _____

Witnesses (2):

Sign: [Signature]
Print: Ray Blacksmith
Sign: Cheryl Smith
Print: Cheryl O Smith

TP2-Land-Sub, LLC
a Florida limited liability company

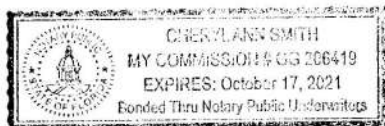
By: CMPROP Land Investments, LLC
a Florida limited liability company
Its: Sole Member

By: [Signature]
Print: Joseph Cameratta
Title: Manager

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned authority, by means of physical presence on this 20 day of January, 2021, by Joseph Cameratta, Manager of CMPROP Land Investments, LLC, a Florida limited liability company, as Sole Member of TP2-Land-Sub, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(Notary Seal/Stamp)



Notary Public

Sign: Cheryl A. Smith
Print: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

VERDANA VILLAGE – MASTER DECLARATION



www.barraco.net

Civil Engineers, Land Surveyors and Planners

DESCRIPTION

Parcel in
Sections 29, 30, 31 and 32,
Township 46 South, Range 27 East,
Lee County, Florida

A tract or parcel of land lying in Sections 29, 30, 31 and 32, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 29 run S89°19'58"W along the North line of the Northeast Quarter (NE 1/4) of said Section 29 for 330.01 feet to an intersection with the West line of the East 330 feet of said Section 29; thence run S01°05'41"E along said West line for 50.00 feet to an intersection with the South right of way line of Corkscrew Road (100' wide right of way) and the POINT OF BEGINNING. From said Point of Beginning continue S01°05'41"E along said West line for 5,302.78 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 32; thence run N89°58'16"E along said North line for 330.06 feet to the Northeast corner of said Section 32; thence run S00°54'19"E along the East line of the Northeast Quarter (NE 1/4) of said Section 32 for 2,594.64 feet to the East Quarter corner of said Section 32; thence run S00°53'57"E along the East line of the Southeast Quarter (SE 1/4) of said Section 32 for 1,144.23 feet to an intersection with the North line of lands described in a deed recorded in Official Records Book 2032, at Page 1106, Lee County Records; thence run along the Northerly and Westerly line of said lands the following two (2) courses: S89°03'50"W parallel to the south line of said Fraction for 1,800.00 feet and S00°53'57"E parallel with the East line of said Fraction for 1,452.00 feet to an intersection with the South line of said Fraction; thence run S89°03'50"W along the South line of said Fraction for 848.66 feet to the South Quarter corner of said Section 32; thence run S89°10'20"W along the South line of the Southwest Quarter (SW 1/4) of said Section 32 for 2,651.10 feet to the Southeast corner of said Section 31; thence run S88°55'41"W along the South line of the Southeast Quarter of said Section 31 for 2,632.71 feet to the South Quarter corner of said Section 31; thence run N00°55'01"W along the West line of the East Half (E 1/2) of said Section 31 for 5,278.97 feet the North Quarter corner of said Section 31; thence run S89°15'54"W along the South line of the Southwest Quarter (SW 1/4) of said Section 30 for 2,639.48 feet to the Southwest corner of Section 30; thence run N00°46'19"W along the West line of the Southwest Quarter (SW 1/4) of said Section 30 for 2,641.21 feet to the West Quarter corner of said Section 30; thence run N00°46'49"W along the West line of the Northwest Quarter (NW 1/4) of said Section 30 for 2,631.06 feet to an intersection with the South right of way line of Corkscrew Road (100' wide right of way); thence run along said South right of way line the following three (3) courses: N89°23'21"E for 2,632.12 feet; N89°32'32"E for 2,638.97 feet and N89°20'15"E for 63.32 feet; thence run S00°55'29"E for 642.38 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 265.00 feet (delta 10°44'05") (chord bearing S06°17'32"E) (chord 49.58 feet) for 49.65 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 535.00 feet (delta 10°44'05") (chord bearing S06°17'32"E) (chord 100.09 feet) for 100.24 feet to a point of tangency; thence run S00°55'29"E for 22.47 feet; thence run



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Civil Engineers, Land Surveyors and Planners

DESCRIPTION (CONTINUED)

N90°00'00"E for 714.26 feet; thence run N45°00'00"E for 293.74 feet; thence run N00°55'29"W for 616.76 feet to an intersection with said South right of way line; thence run along said South right of way line the following two (2) courses: N89°20'15"E for 1,633.78 feet and N89°19'58"E for 2,306.61 feet to the POINT OF BEGINNING.
Containing 2,115.47 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2007) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 29 to bear S89°19'58"W.

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

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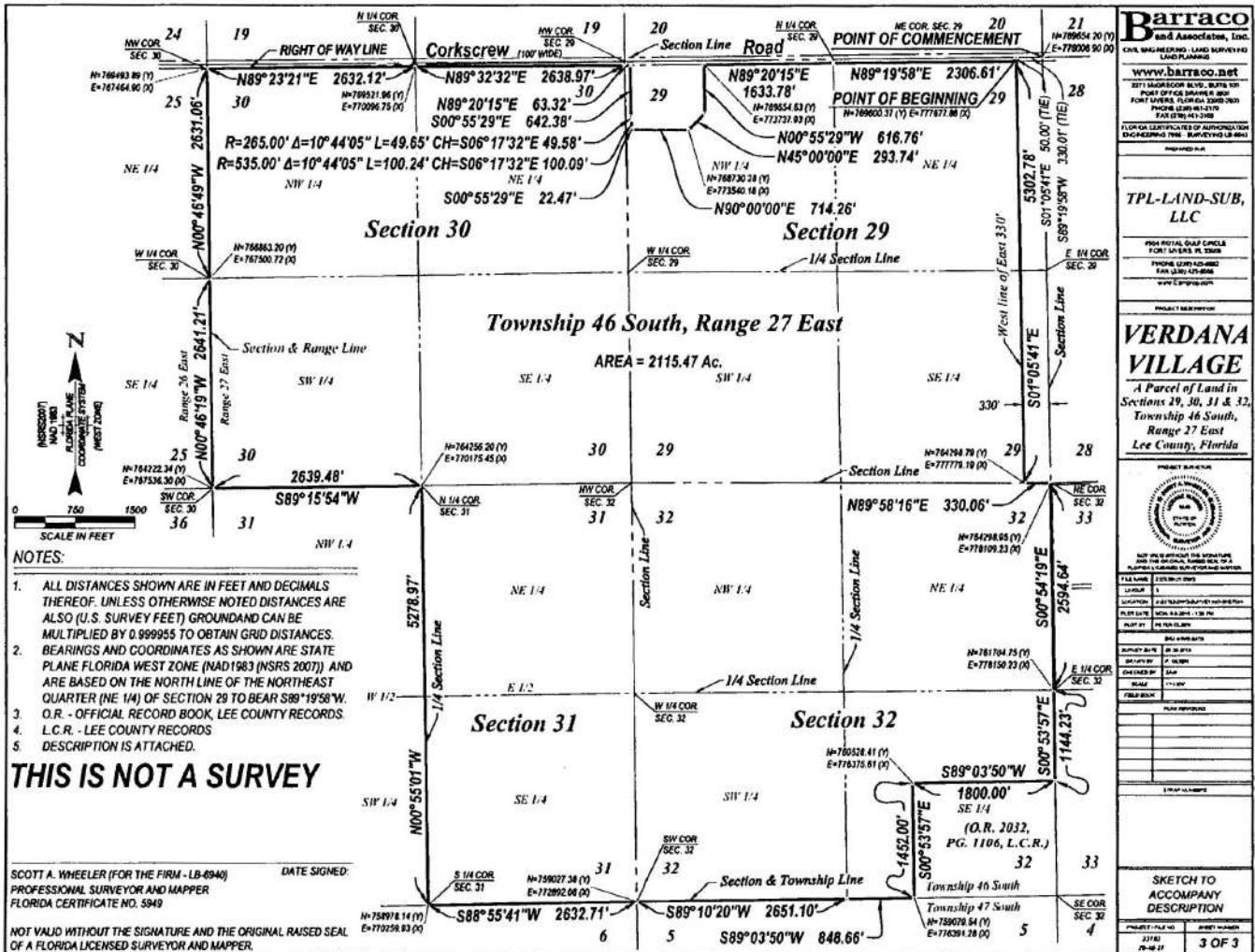


EXHIBIT "B"

ARTICLES OF INCORPORATION

EXHIBIT "B"

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
VERDANA VILLAGE MASTER ASSOCIATION, INC.

Name of Corporation: VERDANA VILLAGE MASTER ASSOCIATION, INC.

Document Number: N19000010983

Pursuant to the provisions of Section 617.1006, Florida Statutes, this **Florida Not-For-Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation (otherwise, all other provisions shall remain the same):

Amendment Adopted:

SEE ATTACHED

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
VERDANA VILLAGE MASTER ASSOCIATION, INC.

The date of Adoption of the Amendment(s) was: January 20, 2021

Adoption of Amendment(s) (check one):

☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the Board of Directors.

Signed this 20 day of JANUARY, 2021.

Sign: 

- By the Chairman or Vice Chairman of the Board, President, or other Officer.
- If Directors have not been selected, then by an Incorporator.
- If in the hands of a Receiver, Trustee, or other Court appointed fiduciary, then that fiduciary

Print: DOMINIC CAMERATA

Title: INCORPORATOR

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
VERDANA VILLAGE MASTER ASSOCIATION, INC.**

Pursuant to Section 617.01201, Florida Statutes, these Articles of Incorporation are created by the undersigned, Dominic Cameratta, as sole incorporator, for the purpose set forth below.

ARTICLE I

NAME: The name of the corporation is Verdana Village Master Association, Inc. ("Master Association").

ARTICLE II

PRINCIPAL OFFICE: The initial principal office of the corporation is located at 21101 Design Parc Lane, #103, Estero, Florida 33928.

ARTICLE III

PURPOSE AND POWERS: This Master Association will not permit pecuniary gain or profit, nor distribution of its income to its Members, Officers, or Directors. It is a corporation not-for-profit organized on a non-stock basis for the purpose of providing a residential homeowners' association. For the accomplishment of its purpose, the Master Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit, except as limited or modified by these Articles of Incorporation and a Master Declaration of Covenants, Conditions, Restrictions, and Easements ("Master Declaration") to be recorded in the Public Records of Lee County, Florida, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood subject to the said recorded Master Declaration, as it may from time to time be amended, including, but not limited to, the power to:

(A) Fix, levy, collect, and enforce payment, by any lawful means, all charges or assessments levied pursuant to the Master Declaration, and pay all expenses in connection therewith, and all office and other expenses incident to conducting the business of the Master Association, including all license fees, taxes, or governmental charges.

(B) Enforce any and all covenants, conditions, restrictions, and agreements applicable to the residential neighborhood known as Verdana Village.

(C) 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 Master Association.

(D) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security.

(E) Dedicate, sell, or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

(F) Purchase policies of insurance upon the Properties and use the proceeds from such policies to effectuate its purposes.

(G) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, or to annex additional property and common areas, provided that merger,

consolidation, or annexation shall have the consent of at least two-thirds (2/3) of the voting interests of the Master Association.

(H) Establish rules and regulations in accordance with the Governing Documents.

(I) Sue and be sued.

(J) Exercise any and all powers, rights, and privileges that a homeowners' association organized under Chapter 720, Florida Statutes, may now or hereafter have or exercise, subject always to the Master Declaration, as amended from time to time.

(K) Contract for services necessary to operate and maintain the Common Areas and improvements located thereon.

(L) Be the responsible entity to operate and maintain the Surface Water Management System as permitted by the South Florida Water Management District, including, but not limited to, all lakes, retention areas, culverts, and related appurtenances.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in the Bylaws of the Master Association. However, all owners of lots within Verdana Village shall be Members of the Master Association.

ARTICLE V

TERM: The Master Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Master Association shall have perpetual existence. Notwithstanding anything in the foregoing to the contrary, the Master Association may be terminated in accordance with the Master Declaration and the Bylaws, subject however to any required prior governmental approval, and provided that, upon such termination, proper written consent must be duly recorded in the Public Records of Lee County, Florida. In the event of dissolution, the assets owned by the Master Association, including, without limitation, the control and right of access to all surface water management system facilities, shall be conveyed or dedicated to an appropriate agency of local government, and if such agency refuses to accept such assets, then such assets shall be transferred to a non-profit corporation similar to the Master Association.

ARTICLE VI

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

ARTICLE VII

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

(A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board or by petition to the Board signed by at least one-fourth (1/4) of the voting interests.

(B) **Procedure.** A proposed amendment must be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given.

(C) **Vote Required.** Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests of the Master Association present and voting at any annual or special meeting called for the purpose, provided that notice of any proposed amendment must be given to the Members of the Master Association, and the notice must contain the full text of the proposed amendment.

(D) Effective Date. An amendment becomes effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida, with the same formalities as are required in the Master Declaration for recording amendments to the Master Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Master Association will be administered by a Board of Directors consisting of the number of Directors set in the Bylaws, but never less than three (3), and in the absence of a Bylaw provision shall consist of five (5) Directors.

(B) Directors of the Master Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Master Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting after the annual meeting of the Members and shall serve at the pleasure of the Board.

ARTICLE IX

INITIAL DIRECTORS AND OFFICERS:

The initial Directors and Officers of the Master Association shall be:

Raymond Blacksmith	President/Director	21101 Design Parc Lane, #103 Estero, Florida 33928
Nicholas Cameratta	Vice President/Director	21101 Design Parc Lane, #103 Estero, Florida 33928
Dominic Cameratta	Secretary/Treasurer/Director	21101 Design Parc Lane, #103 Estero, Florida 33928

ARTICLE X

REGISTERED OFFICE AND INITIAL REGISTERED AGENT:

The street address of the initial Registered Office of the Master Association is 21101 Design Parc Lane, #103, Estero, Florida 33928. The name of the initial Registered Agent of the Master Association is Dominic Cameratta.

ARTICLE XI

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

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

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

(C) A transaction from which the Director or Officer derived or sought to derive an improper personal benefit.

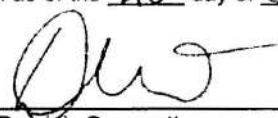
(D) Recklessness, or an act or omission that was committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard for human rights, safety, or property in an action by or in the right of someone other than the Master Association or a Member.

(E) Wrongful conduct by Directors or Officers appointed by the Declarant in a proceeding brought by or on behalf of the Master Association.

In the event of a settlement, there is no right to indemnification unless a majority of the disinterested Directors approve such settlement as being in the best interest of the Master Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or Officer may be entitled.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

For the purpose of forming the Verdana Village Master Association, Inc., under the laws of the State of Florida, the undersigned, Dominic Cameratta, being the incorporator of the Verdana Village Master Association, Inc., has executed these Articles of Incorporation as of the 20 day of Jan, 2021.

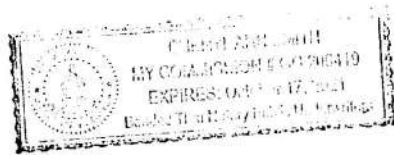
By: 

Dominic Cameratta

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence this 20 day of January, 2021, by Dominic Cameratta, who is personally known to me.

Notary Seal/Stamp



NOTARY PUBLIC

Sign: 

Print: _____

Commission Expires: _____

CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated Verdana Village Master Association, Inc., at the place designated in this Certificate, hereby agrees to act in this capacity, is familiar with and accepts the obligations of this position, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of his duties.

Dated this 20 day of Jan, 2021.

By: 
Dominic Cameratta

EXHIBIT "C"

BYLAWS OF VERDANA VILLAGE MASTER ASSOCIATION, INC.

EXHIBIT "C"

**BYLAWS
OF
VERDANA VILLAGE MASTER ASSOCIATION, INC.**

Verdana Village Master Association, Inc., a corporation not-for-profit under the laws of the State of Florida ("Master Association"), sets forth these Bylaws:

**ARTICLE I
IDENTITY AND DEFINITION**

(1) This Master Association is organized for the purpose of providing an entity for the preservation and enhancement of property values in Verdana Village, a planned community located in Lee County, Florida, in accordance with the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Verdana Village ("Master Declaration"), as the same may be amended.

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

(3) All terms that are defined in the Master Declaration shall have the same meanings herein as defined in the Master Declaration.

**ARTICLE II
LOCATION OF PRINCIPAL OFFICE**

The principal office of the Master Association is located at 21101 Design Parc Lane, #103, Estero, Florida 33928, or at such other place as may be established by resolution of the Board of Directors of the Master Association.

**ARTICLE III
MEMBERSHIP VOTING, QUORUM, AND PROXIES**

(1) The qualifications of Members, the manner of their admission to membership and termination of such membership, and voting by the Members, shall be as set forth in the Master Declaration and these Bylaws.

(2) A quorum at any meeting of the Master Association's Members shall consist of persons entitled to cast votes representing at least twenty-five (25%) of the total votes entitled to be cast, as determined in the manner set forth in the Master Declaration.

(3) In any situation where more than one person holds an interest in a Parcel or Unit, the vote for the respective Parcel or Unit shall be exercised by any such person; provided, however, the persons holding the interest in the Parcel or Unit can notify the Secretary of the Master Association, in writing, prior to or during any meeting, of the manner in which the vote is to be exercised, and in the absence of such notice, the Parcel or Unit's vote shall be suspended if more than one person seeks to exercise it. A Parcel or Unit's vote shall be suspended if the Member and his spouse seeks to exercise it. The voting rights of a Member that is a corporation, partnership, limited liability company, trust, or other entity shall be exercised by any officer, director, partner, manager, or member, as applicable, or the individual designated from time to time by the Member in a written instrument provided to the Master Association, subject to the laws of the State of Florida.

(4) Votes may be cast either in person or by proxy or through any electronic means established by the Master Association. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 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 place.

(5) Except where otherwise required under the provisions of the Master Declaration, the Articles of Incorporation, and these Bylaws, or where the same may otherwise be required by law, the affirmative vote of the holders of a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum is present, is necessary for approval of any matter that is to be binding upon all Members. Except as set forth in the Master Declaration, no amendment to the Master Declaration, the Articles of Incorporation, or these Bylaws may be adopted that materially and adversely alters the proportional voting interest appurtenant to a Unit or Parcel, or increases the proportion or percentage by which a Unit or Parcel shares in the common expenses of the Master Association, unless the record Owner of the Unit or the Parcel, and all record owners of liens on the Unit or Parcel, join in the execution of the amendment. A change in quorum requirements shall not be deemed an alteration of voting interests.

(6) The Master Association is entitled to give all notices required to be given to the Members of the Master Association by the Master Declaration, the Articles of Incorporation, or these Bylaws to the person or entity shown by the Master Association's records entitled to receive such notices at the last known address shown by the records of the Master Association, until the Master Association is notified, in writing, that such notices are to be given to another person or entity or at a different address.

(7) Change of membership in the Master Association is established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a change in record title to a Unit or Parcel. The Owner established by such instrument becomes a Member of the Master Association, and the membership of the prior owner is terminated. The Master Association may establish reasonable Rules and Regulations requiring appropriate evidence of any such change as may reasonably be required by the Master Association to be furnished. The Master Association may rely upon its record of Members.

(8) Subject to the Master Declaration, voting at any meeting may be by proxy or by written ballot or by electronic ballot. Notwithstanding the foregoing, routine matters such as approval of Minutes, adjournment, acceptance of reports, and social business shall be determined by "yeas" or "nays."

ARTICLE IV **ELECTRONIC VOTING**

Electronic voting may occur in and for the Association under the terms and provisions of the following:

(1) In order for electronic voting to occur on any Association matter, the Board must first pass a resolution authorizing same, which resolution must:

(A) Provide that Members receive notice of the opportunity to vote through an online voting system.

(B) Establish reasonable procedures and deadlines for Members to consent, in writing, to online voting.

(C) Establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent.

(2) Once such a resolution has been passed, elections and other membership votes may be conducted through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

(A) The Association shall provide each Member with a method or means:

- (i) To authenticate the Member's identity to or within the online voting system.
- (ii) To confirm, at least fourteen (14) days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system.
- (iii) That is consistent with the election and voting procedures in these Bylaws and the other Governing Documents.

(B) The Association utilizes an online voting system that is able to:

- (i) Authenticate the Member's identity.
- (ii) Authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.
- (iii) Transmit a receipt from the online voting system to each Member who casts an electronic vote.
- (iv) Permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these Bylaws provide for secret ballots for the election of Directors).
- (v) Store and keep electronic ballots accessible to election officials for recount, inspection, and review.

(3) A Member voting electronically pursuant to or as a result of this Article IV shall be counted as being in attendance at the meeting for purposes of determining a quorum.

(4) A Member's consent to online voting is and shall remain valid until the Member opts out of online voting pursuant to the procedures established by the Board.

This Article IV shall apply to any matter that requires a vote of the Members.

ARTICLE V **ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**

(1) The annual meeting of the membership of the Master Association shall be held on a date, time, and place, and in such a manner as determined by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members. The Board of Directors shall provide notice as required by these Bylaws and Florida law.

(2) Special meetings of the Members of the Master Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Subsequent to Turnover, such meetings must be called by such Officers upon receipt of a written request from Members of the Master Association whose votes represent more than thirty percent (30%) of the total votes of the Master Association.

(3) Notice of all Members meetings, regular or special, shall be given to each Member, unless waived in writing. Such notice shall be written or printed and shall state the date, time, place, and the reasons for which the meeting is called. The Master Association shall give all Owners and Members actual notice of

all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Master Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Master Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Master Association. When broadcast notice is provided, the notice and agenda must be broadcast in such a manner, and for a sufficient continuous length of time, so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Any Member may, by written waiver of notice signed by such Member, waive such notice and such waiver, when filed in the records of the Master Association, whether executed and filed before or after the meeting, and shall be deemed to be equivalent to the giving of such notice to such Member.

(4) All meetings of the Members will be held on a date, time, and place, and in such a manner as determined by the Board of Directors in the notice of the meeting.

(5) If any membership meeting cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

(6) In meetings of the membership, the President, or in his absence the Vice-President, shall preside, or in the absence of both, the Treasurer or Secretary shall preside, or in the absence of all of such Officers, the membership shall select a chairman.

(7) The order of business at the annual meeting of the Members and, as far as applicable and practical, at any other Members meeting, shall be as follows:

- (A) Calling of the roll and certifying of proxies.
- (B) Proof of notice of the meeting or waiver of notice.
- (C) Reading of minutes
- (D) Report of Officers.
- (E) Reports of committees.
- (F) Appointment by the President of inspectors of election (when appropriate).
- (G) Election of Directors (when appropriate).
- (H) Unfinished business.
- (I) New business.
- (J) Adjournment.

(8) Whenever the vote or the approval of the Members is required or permitted, the action may be taken without a meeting if those Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all Members entitled to vote on such action were present and voted, agree, in writing, to take the action and waive the formality of a meeting. Notice of any action taken without a meeting shall be given in writing to all Members who did not approve such action within thirty (30) days of such action.

ARTICLE VI

BOARD OF DIRECTORS

(1) The affairs of the Master Association shall be managed by a Board of Directors initially consisting of three (3) Directors, all of whom shall be appointed by the Declarant, except when otherwise required by law. At Turnover, the number of Directors shall increase to five (5). A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

(2) Any vacancy occurring on the Board of Directors because of death, resignation, removal, or other termination of services of any Director (except for recall by the Members), shall be filled by the Board of

Directors. The Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office, and shall continue to serve until his successor shall have been elected or appointed and qualified.

(3) The term of each Director's service shall extend to the next annual meeting at which the Director's term is scheduled to expire, and then until the successor Director is duly elected and qualified or until the Director is recalled in the manner provided below. Staggered Board terms shall be created at the Turnover Meeting.

(4) Any Director, except those selected by the Declarant, may be recalled and removed from office by the Members in the manner set forth in Chapter 720, Florida Statutes ("Florida Condominium Act" or "Act").

(5) Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Master Association, addressed to the Secretary. The resignation shall take effect upon receipt by the Secretary, unless the notice states differently.

ARTICLE VII ELECTION OF DIRECTORS

(1) Other than those selected by the Declarant, Directors must be Members or their spouses; officers of a corporate Member; members of an LLC Member; Trustees of a trust Member; or partners of a partnership Member. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Master Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction that 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 on which such person seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership. A Director or Officer charged by information or indictment with a felony theft or embezzlement offense involving the Master Association's funds or property is removed from office. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or *nolo contendere*, the Director or Officer shall be reinstated for any remainder of his term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director or Officer.

(2) Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall certify, in writing, to the Secretary that he has read the Master Declaration, the Articles of Incorporation, the Bylaws, and any current written rules and policies; that he will work to uphold such documents and policies to the best of his ability; and that he will faithfully discharge his fiduciary responsibility to the Members. In lieu of such written certification, within ninety (90) days after being elected or appointed to the Board of Directors, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board of Directors. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board of Directors until he complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Master Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's election. However, the failure to have such written certification or educational certificate on file does not affect the validity of any Board action.

(3) Except for the Turnover Meeting (if it does not occur at the annual meeting), Directors shall be elected at the annual meeting of the Members.

(4) The members of the Board of Directors elected in accordance with the procedures set forth in this Article VII shall take office upon the adjournment of the meeting of Members at which they were elected.

(5) Anything herein to the contrary notwithstanding, the Declarant shall have the right to appoint a majority of the Board of Directors until Turnover.

(6) Except as otherwise provided herein and for the first Board of Directors and their Declarant-appointed replacements, Directors shall be elected by the Members at the annual meeting of the Master Association. Notwithstanding the foregoing, until such time as the Class "B" membership in the Master Association terminates, the Class "B" Member shall have the right to appoint Directors in accordance with the provisions of the Declaration and Chapter 720, Florida Statutes.

(A) Directors shall be elected in accordance with Chapter 720, Florida Statutes, these Bylaws, and the election rules, if any, and process established and utilized by the Board of Directors.

(B) Not less than sixty (60) days before a scheduled election, the Master Association shall mail or deliver, whether by separate Master Association mailing or included in another Master Association mailing or delivery, including regularly published newsletters and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a First Notice of Annual Meeting with the date of the election. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the annual meeting, and may also submit a resumé by such deadline on one side of an 8-½" x 11" sheet of paper. As Members have been given the opportunity to nominate themselves in advance and prior to the annual meeting where the election will take place, nominations from the floor will not be accepted.

(C) Not less than fourteen (14) days prior to the annual meeting, the Master Association shall send a Second Notice of Annual Meeting to all Members, along with an election ballot for the election of Directors, any timely submitted candidates' resúmes, a proxy, and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed alphabetically by surname.

(D) If a voter checks off the names of more candidates than the number of Directors to be elected, that election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast. A quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible voting interests cast a ballot. The Board may require all election ballots to be received by the Master Association at some point prior to the annual meeting so that votes can be tallied prior to the annual meeting and the results announced at the annual meeting.

(E) The candidates who are elected shall take office upon the adjournment of the annual meeting.

(F) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

(G) In addition to the foregoing, to the extent that the Master Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so as otherwise provided for by Section 720.317, Florida Statutes (2020), or as later amended.

ARTICLE VIII **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

(1) The Board of Directors has all power, authority, discretion, and duties necessary for the administration and operation of the Master Association as contemplated by the Master Declaration, the Articles of Incorporation, and these Bylaws, except as otherwise reserved or granted in the Master Declaration, the Articles, or these Bylaws.

(2) The Board of Directors may enforce by legal means the provisions of the Master Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations for the use of the Common Areas.

(3) The Board of Directors has the power to adopt budgets, to make Assessments, to sue, and to expend Assessments and other monies of the Master Association, as necessary to carry out the powers and duties of the Master Association pursuant to the Master Declaration, the Articles of Incorporation, and these Bylaws.

(4) The Board of Directors has the power to employ, dismiss, control, and contract for personnel and contractors for the administration of the Master Association, including, but not limited to, managers, maintenance personnel, attorneys, accountants, and other professionals as the Board may determine.

(5) The Board has the power to adopt, amend, and rescind reasonable Rules and Regulations relating to the administration of the Master Association and the operation of the Common Areas, subject to the Master Declaration and these Bylaws.

(6) The Board has the power to create and to disband such committees as the Board determines is necessary or useful in the administration of the Master Association. The Board has the power to reasonably delegate the Board's authority to such committees, subject always to the provisions of the Master Declaration, the Articles of Incorporation, and these Bylaws. The Architectural Review Committee, and any committee that has spending authority as determined by the Board, shall keep records and conduct meetings in the same manner as is required of the Board of Directors, to the extent required by the Act. However, nothing contained in this Article VIII, Section (6) shall be deemed to restrict the authority of the President of the Master Association from appointing advisory committees not inconsistent with committees created by the Board of Directors.

(7) The duties of the Board of Directors shall include:

(A) Keeping a complete record of all its acts and corporate affairs.

(B) Supervising all Officers, agents, and employees of the Master Association, and to see that their duties are properly performed.

(C) As required by the Act, issuing, or causing an appropriate Officer to issue, upon request by any Member, a certificate in recordable form setting forth whether any Assessment has been paid; and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(D) Making payment of all taxes and Assessments assessed against Master Association property, if any, real or personal.

(E) Paying all expenses incurred by the Master Association for repairs, maintenance, services, insurance, and other operating expenses.

(F) Enforcing by appropriate legal means the provisions of the Master Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Master Association, and any and all applicable laws and regulations.

(G) Prior to commencement of any legal action against Declarant for claims, disputes, and liabilities pertaining to or arising out of Declarant's obligations and duties in the development of Common Areas, or prior to commencement to any legal action that involves an amount in controversy in excess of \$100,000.00, the Board, shall in good faith, undertake mediation or structured negotiation with Declarant and attempt to resolve the claim, dispute, or liability. The Board of Directors is only entitled to bring such legal action upon (i) the failure of the Board of Directors and Declarant to negotiate or mediate a settlement to the claim, dispute, or liability; (ii) the affirmative vote of a majority of all votes entitled to be cast by Members of the Master Association to bring such legal action, at a meeting duly called and held

for such purpose in accordance with the provisions of these Bylaws; and (iii) a majority vote of all Directors of the Board of Directors, at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws. Regardless of anything herein to the contrary, this provision of the Bylaws may not be modified or superseded by amendment or other provision of these Bylaws or the Articles of Incorporation of the Master Association, except upon the affirmative vote of seventy-five percent (75%) of all Members votes entitled to be cast at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws. It is the intent of this provision that expenditure of Master Association funds in litigation should be made only upon the agreement by Members holding seventy-five percent (75%) of the votes entitled to be cast and only after bona fide attempts at negotiation and settlement have been unsuccessful.

ARTICLE IX

MEETINGS OF DIRECTORS

(1) The organizational meeting of the newly elected Board of Directors, which shall also be the Board's annual meeting, shall be held within ten (10) days of their election at such time and at such place as fixed by the Directors at the annual meeting of Members at which they were elected.

(2) Regular meetings of the Board of Directors shall be held at such time and place as determined from time to time by the Board of Directors.

(3) Special meetings of the Board of Directors shall be held when called by an Officer of the Master Association or by any two (2) Directors.

(4) Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Alternatively, broadcast notice may be used in lieu of a notice posted physically in the community; provided the notice is broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice may also be given electronically in a manner authorized by law for meetings of the Board of Directors, committee meetings requiring notice, and annual and special meetings of the Members; however, a Member must consent in writing to receiving notice by electronic transmission. Each notice shall state the date, time, place, and purpose of the meeting, unless such notice is waived. An Assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.

(5) A quorum at a Board meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where the approval of a greater number of Directors is required by the Master Declaration or these Bylaws.

(6) Meetings of the Board of Directors shall be run using Robert's Rules of Order and are open to all Members, except that meetings between the Board and its attorney to discuss proposed or pending litigation where the contents would otherwise be governed by attorney-client privilege or meetings of the Board of Directors held for the purpose of discussing personnel matters are not required to be open to the Members.

ARTICLE X

OFFICERS

(1) The Officers shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other Officers as may be elected in accordance with the Articles of Incorporation. The President shall be a

member of the Board of Directors. An individual may simultaneously hold more than one office so long as the President is not also the Secretary.

(2) All of the Officers of the Master Association shall be elected by the Board of Directors no later than the Board's annual organizational meeting. New Officers may be created and filled thereafter as convenient. New Officers may be created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and qualified or until earlier resignation or removal.

(3) A vacancy of any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

(4) All Officers hold office at the pleasure of the Board of Directors.

(5) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; and shall sign all notes, leases, mortgages, deeds, and other written instruments. The President may, but need not, be a required signatory on checks of the Master Association.

(6) The Vice-President shall perform all the duties of the President in the President's absence. The Vice-President shall perform such other acts and duties as may be assigned by the Board of Directors.

(7) The Secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership; shall keep the records of the Master Association; and shall keep or cause to be kept a roster of the names of all of the Members of the Master Association together with each Member's current address as registered by such Member.

(8) The Treasurer, or an appointed agent, shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by the Board of Directors; provided, however, that a resolution by the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Master Association.

(9) The Treasurer shall also keep or cause to be kept proper books of account, and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a Member.

ARTICLE XI **COMMITTEES**

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

ARTICLE XII **ASSESSMENTS**

(1) The Master Association has the right to obtain funds with which to operate by assessing its Members in accordance with the provisions of the Master Declaration, the Articles of Incorporation, and these Bylaws. The method of assessment and the manner of enforcing collection thereof shall be as set forth in the Master Declaration.

(2) Annual Assessments shall be made in advance on or before December 31st preceding the year for which the Assessment is made. Such Assessment shall be due in quarterly or monthly installments that will be due on the first day of each quarter or month beginning as of the first day of the fiscal year for which the Assessments are made, unless other payments are provided by the Board. If an annual Assessment is not made as required, an Assessment will be presumed to have been made in the amount of the last prior annual Assessment.

(3) Special Assessments, capital improvement Assessments, initial contributions, resale contributions, and other categories of Assessments may also be made from time to time by the Board, as provided in the Master Declaration, with Master Association approval where required.

ARTICLE XIII **FISCAL MANAGEMENT**

The provisions of fiscal management of the Master Association, as set forth in the Master Declaration, the Articles of Incorporation, and these Bylaws shall be supplemented by the following provisions:

(1) The annual Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Member. The account shall designate the name and address of the Member, the amount of each Assessment, the dates in which such Assessments become due, the amounts paid on the account, and the balance due on prior Assessments.

(2) The fiscal year of the Master Association shall be a calendar year and shall begin on January 1st. The Master Association shall prepare an annual budget that sets out the annual operating expenses and revenues. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid for by the Master Association for recreational amenities, whether owned by the Master Association, the Declarant, or another person. The Master Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the Master Association is responsible.

(3) The depository of the Master Association shall be such federally insured bank or banks as designated by the Directors and in which the monies of the Master Association shall be deposited. Withdrawal of money from such accounts shall be only by check or wire transfer signed or presented by such persons as are authorized by the Board of Directors.

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

ARTICLE XIV **OFFICIAL SEAL**

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

ARTICLE XV
BOOKS AND RECORDS

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

ARTICLE XVI
AMENDMENTS

Subsequent to Turnover, a resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the Members of the Master Association. Except as elsewhere provided, such resolutions must be adopted by the affirmative vote of two-thirds (2/3) of the voting interests present and voting, in person or by proxy, at a duly called and noticed meeting of the Members at which a quorum is present. Notwithstanding the foregoing, prior to Turnover, amendments may be adopted by the Declarant. As long as the Declarant owns a Parcel or other property in Verdana Village, no amendment to these Bylaws adopted by the Members shall be effective without the prior written consent of the Declarant, which consent may be denied in the Declarant's discretion, provided, further, that regardless of whether the Declarant owns a Parcel or other property in Verdana Village, no amendment shall be effective if it affects the Declarant's rights or alters any provision made for the Declarant's benefit. No amendment shall be effective if it affects a Builder's rights or alters a provision made for a Builder's benefit.

ARTICLE XVII
TURNOVER OF CONTROL OF MASTER ASSOCIATION

(1) Time of Turnover. Turnover of control of the Master Association occurs when the Class "A" Members are first entitled to elect a majority of the Directors of the Master Association. Class "A" Members shall be entitled to assume control of the Master Association by electing a majority of the Board of Directors not later than ninety (90) days after the conveyance of title to Owners other than Declarant, of at least ninety percent (90%) of all Parcels or Units that will ultimately be operated by the Master Association. The election shall occur at a meeting of the Members ("Turnover Meeting").

(2) Procedure for Calling Turnover Meeting. No less than sixty (60) days prior to the Turnover Meeting, the Master Association shall notify, in writing, all Members of the date of the Turnover Meeting. At the Turnover Meeting, the Directors shall be elected by the Members as further provided in Article VII above, and all but one of the Directors previously appointed by the Declarant shall resign.

(3) Early Turnover. The Declarant may turn over control of the Master Association to the Members prior to the time for Turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Class "A" Members to elect the other Directors and assume control of the Master Association. If at least sixty (60) days' notice of Declarant's decision to cause its appointees to resign is given as described in Article XVII, Section (2) above, neither the Declarant nor such appointees shall be liable in any manner in connection with such resignations if the Members refuse or fail to assume control.

(4) Declarant Representative. The Declarant is entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Parcels or Units in the Community. After the Declarant relinquishes control of the Master Association, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other Member, except for purposes of reacquiring control of the Master Association or selecting a majority of the Directors.

(5) Turnover: "As Is". When Owners other than Declarant assume control of the Master Association by electing the majority members on the Board of Directors, the Master Association will accept Turnover of the Common Areas and facilities in their "as is" condition, without recourse. The Declarant makes no representations, to the fullest extent permitted by law, and disclaims all warranties, expressed or implied, in law or in fact, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for any particular purpose; or representations or warranties regarding the construction, design, adequacy of size or capacity in relation to the utilization, date of completion, future economic performance, or operations of, or the materials, furniture, or equipment that have been used in the Common Areas and facilities at the time of Turnover. The Master Association accepts the conditions of all Common Areas and Common Area facilities from the Declarant without recourse against the Declarant herein.

ARTICLE XVIII **NOTICE; RECORDS**

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

(A) Any condemnation or casualty loss that affects a material portion of the property.

(B) Any sixty (60) day delinquency in the payment of Assessments or charges owed by a Member on the property on which it holds the mortgage.

(C) A lapse or cancellation of any insurance policy or fidelity bond maintained by the Master Association.

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

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

ARTICLE XIX **CONFLICTS**

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Master Declaration or the Articles of Incorporation, the provisions of the Master Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

EXHIBIT "D"

**INDIGENOUS PRESERVATION, RESTORATION, AND MANAGEMENT PLAN
PROTECTED SPECIES MANAGEMENT AND HUMAN-WILDLIFE COEXISTENCE PLAN**

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**VERDANA VILLAGE
INDIGENOUS PRESERVATION, RESTORATION,
AND MANAGEMENT PLAN**

Revised August 2020

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1.0 INTRODUCTION

The following outlines the Lee County Indigenous Preservation, Restoration, and Management Plan for Verdana Village (Project). The Project site totals 2,138± acres and is located in Sections 29, 30, 31, and 32; Township 46 South; Range 27 East; Lee County. According to Lee County's open space requirements outlined in Policy 33.3.4 of The Lee Plan, the minimum open space requirement for the Project is 60 percent of the site, or approximately 1,283 acres; however, the Project is providing 65 percent open space in accordance with CPA2019-00008. In addition, a minimum of 55 percent of the total project area, or 1,176± acres, must be provided as indigenous vegetation and placed under conservation easement. The Project proposes to establish on-site conservation areas totaling approximately 1,202± acres. The proposed conservation areas will contain the following elements:

- Preservation and enhancement of 128± acres of indigenous wetlands and uplands (existing forested and herbaceous habitats with less than 75 percent exotics);
- Restoration of 64± acres of indigenous wetlands and uplands through the removal of exotic vegetation (existing forested and herbaceous habitats with greater than 75 percent exotics) and supplemental planting;
- Restoration of 986± acres of indigenous wetlands and uplands from agricultural lands (i.e., citrus groves and row crops); and
- Creation of 24± acres of lake buffer adjacent to the development pods that will remain as part of the conservation area.

Based on the acreages provided above, the proposed conservation area will contain 1,178± acres of indigenous vegetation. The total conservation area (1,202± acres), which includes the buffer lakes, will be placed under conservation easement to Lee County and the South Florida Water Management District (SFWMD) with third party enforcement rights to the U.S. Army Corps of Engineers (Corps) and U.S. Fish and Wildlife Service (USFWS). The created buffer lakes will be included in the conservation easement area but are not used to meet the 55 percent required for indigenous vegetation preservation and restoration.

The preservation and enhancement of existing indigenous vegetation and the large-scale restoration of agricultural lands to indigenous habitats will serve to provide significant regional flow-ways and wildlife corridors within the Project site. The proposed flow-ways and wildlife corridors will provide connection from Corkscrew Regional Mitigation Bank and The Place conservation lands to the north with Panther Island Mitigation Bank and Audubon's Corkscrew Swamp Sanctuary lands to the south. The proposed flow-ways will also serve to re-establish the north to south flow of water through the Project site that existed historically.

2.0 EXISTING INDIGENOUS VEGETATION HABITATS

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

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The Project site includes 128± acres (combined pre-development wetland and upland acres) of existing indigenous native vegetation. The indigenous areas occur on-site as scattered pockets of primarily remnant wetland and upland forested habitats with less than 75 percent coverage by exotics. These indigenous areas are surrounded by agricultural lands and associated drainage system components. The existing indigenous wetland and upland vegetation communities are identified in Appendix A.

The indigenous wetland habitats total 91± acres and consist mostly of remnant cypress, hydric pine, cypress/pine/cabbage palm, and mixed wetland hardwood habitats. Freshwater marsh habitats occur to a lesser extent. The indigenous uplands total 37± acres and consist mostly of pine flatwoods habitat around the remnant cypress areas on-site. Listed below are the Florida Land Use, Cover and Forms Classification System (FLUCFCS) (Florida Department of Transportation 1999) descriptions of the indigenous wetland and upland habitats proposed for preservation and enhancement. An aerial with FLUCFCS is attached as Appendix B.

2.1 Indigenous Wetland Habitats

Willow, Disturbed (FLUCFCS Code 6189 E2)

The canopy of this habitat type includes Carolina willow (*Salix caroliniana*) and Brazilian pepper (*Schinus terebinthifolius*) along the edges. The sub-canopy is dominated by Carolina willow. The ground cover includes fireflag (*Thalia geniculata*), swamp fern (*Telmatoblechnum serrulatum*), pickerelweed (*Pontederia cordata*), and bull-tongue arrowhead (*Sagittaria lancifolia* subsp. *lancifolia*).

Cypress, Disturbed (0-24% Exotics) (FLUCFCS Code 6219 E1)

The canopy of this wetland habitat contains bald cypress (*Taxodium distichum*) and cabbage palm (*Sabal palmetto*). The sub-canopy consists of Brazilian pepper, melaleuca (*Melaleuca quinquenervia*), cabbage palm, and wax myrtle (*Morella cerifera*). The ground cover includes caesarweed (*Urena lobata*), pennywort (*Hydrocotyle umbellata*), and swamp fern.

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

The vegetation composition of this wetland community is similar to FLUCFCS Code 6219 E1, but contains 25 to 49 percent Brazilian pepper and/or melaleuca in the canopy and sub-canopy.

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

The vegetation composition of this wetland community is similar to FLUCFCS Code 6219 E2, but contains 50 to 75 percent Brazilian pepper and/or melaleuca in the canopy and sub-canopy.

Cypress/Pine/Cabbage Palm, Disturbed (0-24% Exotics) (FLUCFCS Code 6249 E1)

The canopy of this wetland habitat consists of slash pine (*Pinus elliotii*), bald cypress, laurel oak (*Quercus laurifolia*), and scattered cabbage palm. The sub-canopy consists of bald cypress, cabbage palm, and Brazilian pepper. The ground cover includes gulfdune

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paspalum (*Paspalum monostachyum*), slash pine, cabbage palm, bog buttons (*Lachnocaulon* sp.), and yellow-eyed grass (*Xyris* sp.).

Cypress/Pine/Cabbage Palm, Disturbed (25-49% Exotics) (FLUCFCS Code 6249 E2)

The vegetation composition of this wetland community is similar to FLUCFCS Code 6249 E1 with 25 to 49 percent Brazilian pepper in the sub-canopy.

Cypress/Pine/Cabbage Palm, Disturbed (50-75% Exotics) (FLUCFCS Code 6249 E3)

The vegetation composition of this wetland community is similar to FLUCFCS Code 6249 E2 with 50 to 75 percent Brazilian pepper in the sub-canopy.

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

The canopy of this habitat type is composed of slash pine and widely scattered bald cypress. The sub-canopy includes slash pine, Brazilian pepper, and scattered saw palmetto (*Serenoa repens*). The ground cover includes yellow-eyed grass, rosy camphorweed (*Pluchea baccharis*), bog buttons, little blue maidencane (*Amphicarpum muhlenbergianum*), gulfdune paspalum, roadgrass (*Eleocharis baldwinii*), and low panicum (*Dichanthelium* sp.).

Mixed Wetland Forest, Disturbed (0-24% Exotics) (FLUCFCS Code 6309 E2)

The canopy of this habitat type includes slash pine, bald cypress, eucalyptus (*Eucalyptus* sp.), widely scattered horse-tail casuarina (*Casuarina equisetifolia*), cocoplum (*Chrysobalanus icaco*), myrsine (*Myrsine cubana*), and scattered laurel oak (*Quercus laurifolia*), strawberry guava (*Psidium cattleianum*), cabbage palm, and live oak (*Quercus virginiana*). The sub-canopy includes slash pine, bald cypress, laurel oak, Brazilian pepper, and pitanga (*Eugenia uniflora*). The ground cover consists of swamp fern, pitanga, roadgrass, and bog buttons.

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

The canopy and sub-canopy of this wetland habitat is typically open, with scattered Carolina willow and melaleuca. The ground cover includes fireflag, pickerelweed (*Pontederia cordata*), torpedograss (*Panicum repens*), cattail (*Typha* sp.), and arrowhead (*Sagittaria* sp.).

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

The vegetation composition of this wetland community is similar to FLUCFCS Code 6419 E1 with 25 to 49 percent coverage by melaleuca in the canopy and sub-canopy, and torpedograss and cattail in the ground cover.

2.2 Indigenous Upland Habitats

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

The canopy of this upland habitat contains slash pine, laurel oak, earleaf acacia (*Acacia auriculiformis*), cabbage palm, ficus (*Ficus* sp.), and melaleuca. The sub-canopy contains Brazilian pepper, wax myrtle, earleaf acacia, and slash pine. The ground cover includes muscadine grapevine (*Vitis rotundifolia*), laurel oak, cabbage palm, Virginia creeper

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(*Parthenocissus quinquefolia*), earleaf greenbrier (*Smilax auriculata*), saw palmetto (*Serenoa repens*), caesarweed, and cocoplum.

Pine Flatwoods, Disturbed (50-75% Exotics) (FLUCFCS Code 4119 E3)

The vegetation composition of this upland community is similar to FLUCFCS Code 4119 E2, but contains 50 to 75 percent melaleuca, earleaf acacia, and/or Brazilian pepper in the canopy and sub-canopy.

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

The canopy of this habitat type includes slash pine, widely scattered cabbage palm, and eucalyptus. The sub-canopy contains cabbage palm, saw palmetto, Brazilian pepper, and slash pine. The ground cover includes golden aster (*Pityopsis graminifolia*), natal grass (*Melinis repens*), bahiagrass (*Paspalum notatum*), flat-topped goldenrod (*Euthamia caroliniana*), dog fennel (*Eupatorium capillifolium*), blackroot (*Pterocaulon pycnostachyum*), chocolateweed (*Melochia spicata*), and broomsedge (*Andropogon virginicus*).

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

The vegetation composition of this habitat type is similar to FLUCFCS Code 4159 E1, except with 50 to 75 percent cover of Brazilian pepper in the sub-canopy.

Tropical Hardwoods (FLUCFCS Code 426)

The canopy of this forest type is dominated by eucalyptus. The sub-canopy consists of scattered slash pine and cabbage palm. The ground cover is dog fennel, caesarweed, Virginia creeper, balsam apple (*Momordica charantia*), marsh brittle grass (*Setaria parviflora*), pennywort, zarzabacoa comun (*Desmodium incanum*), sensitive fern (*Mimosa pudica*), pinewoods fingergrass (*Eustachys petraea*), bushy bluestem (*Andropogon glomeratus*), bahiagrass, and beggar ticks (*Bidens alba*).

Hardwood/Conifer Mixed, Disturbed (25-49% Exotics) (FLUCFCS Code 4349 E2)

The canopy and sub-canopy of this upland area contain slash pine, laurel oak, and live oak. The ground cover includes scattered saw palmetto, broomsedge, bahiagrass, dog fennel, and caesarweed.

Cypress/Pine/Cabbage Palm, Disturbed and Drained (50-75% Exotics) (FLUCFCS Code 6245 E3)

The canopy of this habitat consists of slash pine, bald cypress, laurel oak, and scattered cabbage palm. The sub-canopy consists of bald cypress, cabbage palm, Brazilian pepper, and pond apple (*Annona glabra*). The ground cover consists primarily of swamp fern.

3.0 EXISTING NON-INDIGENOUS VEGETATION

Approximately 2,010 acres (94 percent) of the Project site consist of vegetation communities that do not meet the LDC's definition of indigenous vegetation. The non-indigenous areas are predominantly row crop and citrus grove with associated ditching and drainage systems, and

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agricultural operations areas. Existing non-indigenous wetlands on the site total 53± acres and consist of melaleuca areas, disturbed lands and remnant cypress areas, and wetland habitats with greater than 75 percent coverage by exotics, primarily Brazilian pepper. Non-indigenous uplands on the Project site total 1,856± acres and consist primarily of row crop and citrus grove along with their associated agricultural operation areas. Non-indigenous areas also include 101± acres of agricultural ditching and man-made surface waters (water detention and conveyance). The non-indigenous wetland and upland vegetation communities and surface waters are identified in Appendix A. Listed below are the FLUCFCS descriptions of the non-indigenous areas on the Project site.

3.1 Non-Indigenous Wetland Habitats

Melaleuca, Hydric (FLUCFCS Code 4241)

The canopy of this wetland area is dominated by melaleuca with scattered slash pine. The sub-canopy contains melaleuca with scattered Brazilian pepper. The ground cover contains swamp fern, sensitive fern, caesarweed, and muscadine grapevine.

Willow, Disturbed (FLUCFCS Code 6189 E4)

The vegetation composition of this wetland community is similar to FLUCFCS Code 6189 E2, but contains 76 to 100 percent Brazilian pepper in the sub-canopy.

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

The vegetation composition of this wetland community is similar to FLUCFCS Code 6219 E3, but contains 76 to 100 percent Brazilian pepper and/or melaleuca in the canopy and sub-canopy.

Cypress/Pine/Cabbage Palm, Disturbed (76-100% Exotics) (FLUCFCS Code 6249 E4)

The vegetation composition of this wetland community is similar to FLUCFCS Code 6249 E3, with 76 to 100 percent Brazilian pepper in the sub-canopy.

Disturbed Land, Hydric (FLUCFCS Code 7401)

These disturbed areas are periodically flooded due to farming and drainage operations on the property and are classified as "other surface waters." The ground cover includes Mexican primrose-willow (*Ludwigia octovalvis*), caesarweed, willow, sawgrass, cattail, mangrove flatsedge (*Cyperus ligularis*), cogongrass (*Imperata cylindrica*), water lettuce (*Pistia stratiotes*), and para grass (*Urochloa mutica*), Southern beaksedge (*Rhynchospora microcarpa*), yellow-eyed grass, torpedograss, smutgrass (*Sporobolus indicus*), marsh bristle grass, marsh pennywort, rosy camphorweed, dayflower (*Commelina diffusa*), and buttonweed (*Diodia virginiana*).

3.2 Non-Indigenous Upland Habitats

Agricultural Support Operations (FLUCFCS Code 205)

This upland area is cleared of vegetation and is used as a staging and preparation area for the surrounding agriculture operations.

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Row Crops (FLUCFCS Code 214)

This land use type consists of active row crop operations. The various crops consist of tomatoes, peppers, chili peppers, and tomatillos.

Citrus Grove (FLUCFCS Code 221)

The canopy contains citrus trees. The sub-canopy is open. The ground cover is dominated by bahiagrass with crowfoot grass (*Dactyloctenium aegyptium*), natalgrass (*Rhynchelytrum repens*), and Southern sandspur (*Cenchrus echinatus*).

Fallow Crop Land (FLUCFCS Code 261)

This land use type consists of harvestable crop land that is currently no longer in use. The canopy is open while the sub-canopy consists of widely scattered Carolina willow. The ground cover includes torpedograss, turkey tangle frog-fruit (*Phyla nodiflora*), ragweed (*Ambrosia artemisiifolia*), dayflower, broomsedge, tropical flatsedge (*Cyperus surinamensis*), and buttonweed.

Pine Flatwoods, Disturbed (76-100% Exotics) (FLUCFCS Code 4119 E4)

The vegetation composition of this upland community is similar to FLUCFCS Code 4119 E3, but contains 76 to 100 percent melaleuca, earleaf acacia, and/or Brazilian pepper in the canopy and sub-canopy.

Melaleuca (FLUCFCS Code 424)

The canopy and sub-canopy of this upland area are dominated by melaleuca. The ground cover contains smutgrass, rusty flatsedge (*Cyperus odoratus*), and caesarweed.

Disturbed Land (FLUCFCS Code 740)

The canopy and sub-canopy of this upland area are open. The ground cover includes smutgrass and Peruvian primrose-willow (*Ludwigia peruviana*).

Berm (FLUCFCS Code 747)

The canopy of this upland area is open. The sub-canopy consists of Brazilian pepper, slash pine, and earleaf acacia. The ground cover contains caesarweed, Brazilian pepper, Virginia creeper, saw palmetto, crowfoot grass, beggar ticks, Southern sandspur, ragweed, panicum (*Panicum* sp.), and smutgrass.

Road (FLUCFCS Code 814)

This upland land use consists of unimproved roads associated with the existing citrus grove.

3.3 Non-Indigenous Surface Waters

Ditch (FLUCFCS Code 514)

Ditches that support the agricultural operations have a ground cover that includes cattail, Mexican primrose-willow, marsh pennywort (*Hydrocotyle vulgaris*), Asiatic pennywort (*Centella asiatica*), dayflower, torpedograss, and West Indian marsh grass.

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Disturbed Land, Other Surface Waters (FLUCFCS Code 7401)

The vegetation of this area is similar to FLUCFCS Code 7401 described above, except with scattered melaleuca in the canopy and scattered Carolina willow in the sub-canopy.

4.0 INDIGENOUS VEGETATION PRESERVATION AND ENHANCEMENT

A total of 128± acres (91± acres of wetlands and 37± acres of uplands) with less than 75 percent existing exotic vegetation will be preserved and enhanced by the hand-removal/treatment of exotic and nuisance vegetation. The locations of the indigenous preservation areas are shown on Appendix C.

4.1 Methods to Remove and Control Exotic and Nuisance Plants

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

Table 1. Prohibited Invasive Exotics

Common Name	Scientific Name
Air potato	<i>Dioscorea alata</i>
Australian pines	All <i>Casuarina</i> species
Bishopwood	<i>Bischofia javanica</i>
Brazilian pepper	<i>Schinus terebinthifolius</i>
Carrotwood	<i>Cupaniopsis anacardioides</i>
Chinese tallow	<i>Sapium sebiferum</i>
Cork tree	<i>Thespesia populnea</i>
Cuban laurel fig	<i>Ficus microcarpa</i>
Downy rose-myrtle	<i>Rhodomyrtus tomentosus</i>
Earleaf acacia	<i>Acacia auriculiformis</i>
Japanese climbing fern	<i>Lygodium japonicum</i>
Java plum	<i>Syzygium cumini</i>
Melaleuca	<i>Melaleuca quinquenervia</i>
Murray red gum	<i>Eucalyptus camaldulensis</i>
Old World climbing fern	<i>Lygodium microphyllum</i>
Rose apple	<i>Syzygium jambos</i>
Rosewood	<i>Dalbergia sissoo</i>
Tropical soda apple	<i>Solanum viarum</i>
Wedelia	<i>Wedelia trilobata</i>

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Table 1. (Continued)

Common Name	Scientific Name
Weeping fig	<i>Ficus benjamina</i>
Woman's tongue	<i>Albizia lebbek</i>

Exotic and nuisance vegetation removal will be conducted primarily by hand methods. Hand treatment will be either felling of exotic trees, hand-removal, and herbicide treatment of the stumps; or by hand pulling and removal. The treatment of exotic and nuisance vegetation will include one or more of the following methods: (1) cut exotics within 12 inches of ground elevation, hand-remove cut vegetation, and treat remaining stump with approved herbicide; (2) foliar application of approved herbicide or hand pulling of exotic seedlings; and (3) foliar application of approved herbicide to nuisance grasses.

4.2 Debris Removal

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

4.3 Method and Frequency of Pruning and Trimming

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

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

5.0 INDIGENOUS VEGETATION RESTORATION

Restoration and re-establishment of indigenous vegetation communities will be conducted in areas with greater than 75 percent coverage by exotic vegetation and in the existing agricultural lands (i.e., citrus grove and row crops) within the conservation areas. Restoration activities will include 64± acres of exotic removal and supplemental plantings in existing forested and herbaceous habitats with greater than 75 percent exotics and 986± acres of wetland and upland restoration

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from existing agricultural lands. The locations of the various types of restoration areas are shown on Appendix C.

5.1 Removal of Exotics and Supplemental Plantings

Approximately 64 acres (53± acres of wetlands and 11± acres of uplands) with greater than 75 percent exotics will be enhanced by the removal of exotic species and supplemental plantings of native vegetation. Mechanical equipment may be utilized to assist in the removal of exotic species in these areas. Cut vegetative debris will be removed from these areas in order to allow for successful supplemental plantings. All efforts will be made to preserve native trees when conducting the exotic removal with mechanized equipment. To minimize adverse impacts to the ground surface, machinery that exerts a relatively low impact on the ground surface (i.e., tracked skid steer, feller-buncher) will be utilized within the mechanical removal areas.

Following the removal of exotics, supplemental wetland plantings will be installed in the 53± acres of wetland habitats. A planting plan for Phase 1 of the Project is included as Appendix D. Wetland plantings will be selected based on the type of native vegetation that occurs in the adjacent or nearby wetland habitats. Tree and ground cover species will be planted according to the specifications in Table 2. A minimum of three tree species and five ground cover species will be planted. The species selected for planting will depend on market availability at the time the plantings are to occur. Additional tree and ground cover species may be included in the planting table with approval from Lee County staff.

Table 2. Supplemental Wetland Plantings¹

Common Name	Scientific Name	Minimum Height	Container Size	Planting Instruction (On Center)
Trees (minimum three species)				
American elm	<i>Ulmus americana</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Bald cypress	<i>Taxodium distichum</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Dahoon holly	<i>Ilex cassine</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Laurel oak	<i>Quercus laurifolia</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Persimmon	<i>Diospyros virginiana</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Pond apple	<i>Annona glabra</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Pop ash	<i>Fraxinus caroliniana</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Red maple	<i>Acer rubrum</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Slash pine	<i>Pinus elliotii</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Swamp dogwood	<i>Cornus foemina</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Ground Cover (minimum five species)²				
Zone 1 (minimum two species per zone)				
Blue flag iris	<i>Iris virginica</i>	12 in.	2 in.	5 to 8 ft.
Blue maidencane	<i>Amphicarpum muhlenbergianum</i>	12 in.	2 in.	5 to 8 ft.
Gulfdune paspalum	<i>Paspalum monostachyum</i>	12 in.	2 in.	5 to 8 ft.
Maidencane	<i>Panicum hemitomon</i>	12 in.	2 in.	5 to 8 ft.
Muhly grass	<i>Muhlenbergia capillaris</i>	12 in.	2 in.	5 to 8 ft.

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Table 2. (Continued)

Common Name	Scientific Name	Minimum Height	Container Size	Planting Instruction (On Center)
Ground Cover (minimum five species)²				
Zone 1 (minimum two species per zone) (Continued)				
Sand cordgrass	<i>Spartina bakeri</i>	12 in.	2 in.	5 to 8 ft.
Sawgrass	<i>Cladium jamaicense</i>	12 in.	2 in.	5 to 8 ft.
Wiregrass	<i>Aristida stricta</i>	12 in.	2 in.	5 to 8 ft.
Zone 2 (minimum two species per zone)				
Alligator flag	<i>Thalia geniculata</i>	12 in.	2 in.	5 to 8 ft.
Arrowhead	<i>Sagittaria lancifolia</i>	12 in.	2 in.	5 to 8 ft.
Dense-flower knotweed	<i>Polygonum glabrum</i>	12 in.	2 in.	5 to 8 ft.
Golden canna	<i>Canna flaccida</i>	12 in.	2 in.	5 to 8 ft.
Maidencane	<i>Panicum hemitomon</i>	12 in.	2 in.	5 to 8 ft.
Pickerelweed	<i>Pontederia cordata</i>	12 in.	2 in.	5 to 8 ft.
Sawgrass	<i>Cladium jamaicense</i>	12 in.	2 in.	5 to 8 ft.
Soft-stem bulrush	<i>Scirpus validus</i>	12 in.	2 in.	5 to 8 ft.
Spikerush	<i>Eleocharis interstincta</i>	12 in.	2 in.	5 to 8 ft.
Swamp lily	<i>Crinum americanum</i>	12 in.	2 in.	5 to 8 ft.

¹Zone 1 plantings and Zone 2 plantings to be installed only within Sub-Phase R-1B portion of Indigenous Wetland Restoration.

²Five species minimum applies within Indigenous Wetland Restoration not within Zone 1 or Zone 2. Species may be selected from both or either Zone for this area. Minimums per Zone apply where relevant.

BR – Bare root

Following the removal of exotic vegetation, supplemental upland plantings will be installed in 11± acres of upland habitats. A planting plan for Phase 1 of the Project is included as Appendix D. Upland plantings will be selected to replace the type of native vegetation that occurs in the adjacent or nearby upland habitats. Tree plantings will include primarily slash pine, although other tree species listed in Table 3 may be utilized. Upland tree and ground cover plantings will be installed according to the specifications listed in Table 3. A minimum of three tree species and five ground cover species will be planted. The species selected for planting will depend on market availability at the time the plantings are to occur. Additional tree and ground cover species may be included in the planting table with approval from Lee County staff.

Table 3. Supplemental Upland Plantings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Instruction (On Center)
Trees (minimum three species)				
Cabbage palm	<i>Sabal palmetto</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Cypress	<i>Taxodium distichum</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Dahoon holly	<i>Ilex cassine</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.

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Table 3. (Continued)

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Instruction (On Center)
Trees (minimum three species) (Continued)				
Gumbo Limbo	<i>Bursera simaruba</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Laurel oak	<i>Quercus laurifolia</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Live oak	<i>Quercus virginiana</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Red maple	<i>Acer rubrum</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Slash pine	<i>Pinus elliotii</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Ground Cover (minimum five species)				
Blue maidencane	<i>Amphicarpum muhlenbergianum</i>	12 in.	2 in.	5 to 8 ft.
Broomgrass	<i>Andropogon virginicus</i>	12 in.	2 in.	5 to 8 ft.
Bushy Bluestem	<i>Andropogon glomeratus</i>	12 in.	2 in.	5 to 8 ft.
Fakahatchee grass	<i>Tripsacum dactyloides</i>	12 in.	2 in.	5 to 8 ft.
Gulfdune paspalum	<i>Paspalum monostachyum</i>	12 in.	2 in.	5 to 8 ft.
Muhly grass	<i>Muhlenbergia capillaris</i>	12 in.	2 in.	5 to 8 ft.
Purple lovegrass	<i>Eragrostis spectabilis</i>	12 in.	2 in.	5 to 8 ft.
Sand cordgrass	<i>Spartina bakeri</i>	12 in.	2 in.	5 to 8 ft.
Saw palmetto	<i>Serenoa repens</i>	12 in.	1 gal.	30 to 50 ft.
Wiregrass	<i>Aristida stricta</i>	12 in.	2 in.	5 to 8 ft.

BR – Bare root

5.2 Wetland and Upland Restoration from Agricultural Lands

Approximately 986 acres of existing agricultural lands, including ditches, water detention areas, and berms will be restored to native wetland and upland habitats. Wetland and upland restoration activities will include removal of existing row crops and citrus trees, backfilling of agricultural ditches and detention systems, regrading to contours necessary for restoration to historic habitat communities, replanting of vegetation to achieve target habitat types, and ongoing maintenance and management.

5.2.1 Wetland Grading and Planting

Stormwater from development areas of the Project will be treated for water quality in stormwater lakes within the surface water management system for each development area. Following water quality treatment, stormwater will be discharged from treatment lakes into the restoration area at various locations. Indigenous wetland restoration for agricultural lands, or “flow-ways,” will be established to accommodate the flow of water from the north to the south through the site, similar to what existed historically. The location of the flow-ways is depicted on Exhibit C. The westernmost flow-way has been designed to accommodate a future connection to the existing wetland flow-way within The Place at Corkscrew residential development located on the north side of Corkscrew Road. The easternmost flow-way has been designed to provide connection to

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drainage features along Carter Road, immediately east of the Project site, to help alleviate flooding along the roadway corridor. The restored flow-ways will converge in the south-central portion of the site and eventually outfall to Panther Island Mitigation Bank at a fixed location along the southern property boundary.

The flow-ways will consist primarily of freshwater marsh habitat with hydric pine forest plant communities in the higher elevations. The freshwater marsh areas will contain intermittent pockets of open water. The open water areas may be more prevalent during and after large storm events, particularly in the southern portion of the site where the elevation is lowest. The side slopes of the flow-ways will be 8:1 or less and will be vegetated with appropriate marsh and hydric pine vegetation. Water elevations within the flow-ways will be stepped down from north to south to mimic historic patterns and to allow hydration of the indigenous replanting areas. The control elevations and fixed weir locations for each restoration basin are provided on Exhibit C. A detail of the weir structure is provided in Appendix E.

Cross-sections showing how the proposed wetland flow-ways are anticipated to function are provided in Appendix E. The cross-sections illustrate how water will move from north to south through the property via separate basins controlled by physical structures (i.e., weirs). Each weir will be set at a specific elevation to control water levels in each flow-way basin. This design allows for the cascading of water from north to south while maintaining water elevations supportive of the proposed hydric pine and freshwater marsh vegetation communities.

Following the removal of the row crops and citrus trees, drainage ditches and other components of the agricultural operations such as detention areas will be backfilled using material from the existing berms and disturbed areas. Proposed wetland flow-way areas will be graded and planted with wetland plantings. A planting plan for Phase 1 of the Project is included as Appendix D. The wetland flow-way restoration areas are divided into three planting zones. The approximate location of the flow-way planting zones is depicted on the typical cross-sections provided in Appendix E. Slash pine trees and ground cover plantings will be installed on the higher slope of the restored flow-ways in Zone 1 where the target habitat is hydric pine. Zone 2 plantings will be installed on the mid to lower elevations where the target habitat is freshwater marsh. Zone 3 plantings will be installed in the lowest portions of the graded area which will consist of freshwater marsh with intermittent pockets of open water.

A minimum of two ground cover species will be planted in each planting zone. Specifications for plantings including species, size, and density (on-center spacing) are provided in Table 4. The species selected for planting will depend on market availability at the time the plantings are to occur. Additional tree and ground cover species may be included in the planting table with Lee County approval.

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Table 4. Planting List for Wetland Restoration from Agricultural Lands¹

Common Name	Scientific Name	Minimum Height	Container Size	Planting Instruction (On Center)
Trees²				
American Elm	<i>Ulmus americana</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Bald cypress	<i>Taxodium distichum</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Laurel oak	<i>Quercus laurifolia</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Persimmon	<i>Diospyros virginiana</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Pop ash	<i>Fraxinus caroliniana</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Pond apple	<i>Annona glabra</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Red maple	<i>Acer rubrum</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Slash pine	<i>Pinus elliottii</i>	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Ground Cover Plantings (minimum two species per zone)				
Zone 1				
Blue flag iris	<i>Iris virginica</i>	12 in.	2 in.	3 to 5 ft.
Blue maidencane	<i>Amphicarpum muhlenbergianum</i>	12 in.	2 in.	3 to 5 ft.
Bushy bluestem	<i>Andropogon glomeratus</i>	12 in.	2 in.	5 to 8 ft.
Gulfdune paspalum	<i>Paspalum monostachyum</i>	12 in.	2 in.	5 to 8 ft.
Maidencane	<i>Panicum hemitomon</i>	12 in.	2 in.	3 to 5 ft.
Muhly grass	<i>Muhlenbergia capillaris</i>	12 in.	2 in.	5 to 8 ft.
Redroot	<i>Ceanothus americanus</i>	12 in.	2 in.	5 to 8 ft.
Sand cordgrass	<i>Spartina bakeri</i>	12 in.	2 in.	5 to 8 ft.
Sawgrass	<i>Cladium jamaicense</i>	12 in.	2 in.	3 to 5 ft.
Yellow canna	<i>Phyllanthus fluitans</i>	12 in.	2 in.	5 to 8 ft.
Zone 2				
Alligator flag	<i>Thalia geniculata</i>	12 in.	2 in.	3 to 5 ft.
Arrowhead	<i>Sagittaria lancifolia</i>	12 in.	2 in.	3 to 5 ft.
Golden canna	<i>Canna flaccida</i>	12 in.	2 in.	3 to 5 ft.
Maidencane	<i>Panicum hemitomon</i>	12 in.	2 in.	3 to 5 ft.
Pickrelweed	<i>Pontederia cordata</i>	12 in.	2 in.	3 to 5 ft.
Sawgrass	<i>Cladium jamaicense</i>	12 in.	2 in.	3 to 5 ft.
Soft-stem bulrush	<i>Scirpus validus</i>	12 in.	2 in.	3 to 5 ft.
Spikerush	<i>Eleocharis interstincta</i>	12 in.	2 in.	3 to 5 ft.
Zone 3				
Alligator flag	<i>Thalia geniculata</i>	12 in.	2 in.	3 to 5 ft.
Arrowhead	<i>Sagittaria lancifolia</i>	12 in.	2 in.	3 to 5 ft.
Golden canna	<i>Canna flaccida</i>	12 in.	2 in.	3 to 5 ft.
Pickrelweed	<i>Pontederia cordata</i>	12 in.	2 in.	3 to 5 ft.
Soft-stem bulrush	<i>Scirpus validus</i>	12 in.	2 in.	3 to 5 ft.
Spatterdock	<i>Nuphar luteum</i>	24 in.	1 gal.	15 ft.
Spikerush	<i>Eleocharis interstincta</i>	12 in.	2 in.	3 to 5 ft.
Water lily	<i>Nymphaea odorata</i>	24 in.	1 gal.	15 ft.

Table 4. (Continued)

¹Plantings to be installed in Zone 1, Zone 2, and Zone 3 (excluding where Zone 1 and Zone 2 fall within Indigenous Wetland Restoration in Sub-Phase R-1B).

²Wetland tree plantings will be clustered along the edge of the flow-way restoration area as to not preclude open foraging habitat for listed wading bird species.

BR – Bare root

5.2.2 Upland Grading and Planting

The locations of the upland restoration areas are shown on Appendix C. Upland restoration will consist of the removal of row crops, citrus trees, and berms, and the backfilling of ditches and detention areas. Re-grading will occur to provide appropriate ground elevations for targeted upland plant communities. Depending on the topography and natural hydrologic regime, portions of the upland restoration areas may contain wetland vegetation. As such, trees species that are more tolerant of periodic inundation may be utilized in lower portions of the upland restoration area, particularly in the southern portion of the site. A list of trees that may be utilized in these areas is included in Table 5.

Following final grading, tree species and ground cover from Table 5 will be installed. A planting plan for Phase 1 of the Project is included as Appendix D. The cross-sections included in Appendix E show the location of the upland restoration planting areas. The species selected for planting will depend on the market availability at the time plantings are to occur. Trees may be planted in clusters to provide distinct areas that can be defended from prescribed fire by the installation of disked fire breaks around the perimeter of the clusters. The locations of the tree clusters will be identified based on an analysis of historic aerials and proposed site topography. Trees will be planted in accordance with the specifications listed in Table 5. The goal is to create clusters of primarily open canopy, native forest areas with adequate sunlight for an abundance of ground cover species. Clusters of trees may be pine, hardwoods, or a mix of pine and hardwoods. A variety of tree sizes may be utilized to create a more heterogeneous plant community.

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

Native ground cover plantings will be installed in the upland restoration areas and will include a minimum of four of the species listed in Table 5. No one species will constitute more than 50 percent of the total ground cover plantings. Direct seeding to establish upland ground cover may be used in conjunction with ground cover plantings within the upland restoration areas. The seed source will be obtained from and applied by a professional experienced with direct seeding as a method of upland restoration. The seed source will be harvested from a local area and will include a mixture of regionally appropriate native graminoid species. The seed source

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mixture will include a variety of species to optimize ground cover diversity to the maximum extent possible. Additional tree and ground cover species may be included in the planting table with Lee County approval.

Table 5. Planting List for Upland Restoration from Agricultural Lands

Common Name	Scientific Name	Minimum Height	Container Size	Planting Instruction (On Center)
Trees				
Bald cypress ¹	<i>Taxodium distichum</i>	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Cabbage palm	<i>Sabal palmetto</i>	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Dahoon holly	<i>Ilex cassine</i>	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Laurel oak	<i>Quercus laurifolia</i>	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Live oak	<i>Quercus virginiana</i>	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Red maple ¹	<i>Acer rubrum</i>	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Swamp bay ¹	<i>Persea palustris</i>	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Slash pine	<i>Pinus elliotii</i>	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Ground Cover (minimum four species)				
Broomsedge	<i>Andropogon virginicus</i>	12 in.	2 in.	5 to 8 ft.
Fakahatchee grass	<i>Tripsacum dactyloides</i>	12 in.	2 in.	5 to 8 ft.
Gulfdune paspalum	<i>Paspalum monostachyum</i>	12 in.	2 in.	5 to 8 ft.
Muhlygrass	<i>Muhlenbergia capillaris</i>	12 in.	2 in.	5 to 8 ft.
Purple lovegrass	<i>Eragrostis spectabilis</i>	12 in.	2 in.	5 to 8 ft.
Sand cordgrass	<i>Spartina bakeri</i>	12 in.	2 in.	5 to 8 ft.
Saw palmetto	<i>Serenoa repens</i>	12 in.	1 gal.	30 to 50 ft.
Wiregrass	<i>Aristida stricta</i>	12 in.	2 in.	5 to 8 ft.
Muhlygrass	<i>Muhlenbergia capillaris</i>	12 in.	2 in.	5 to 8 ft.

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

BR – Bare root

5.2.3 Northern Perimeter Berm Plantings

In addition to meeting the minimum planting requirements outlined in Table 5, additional native tree and shrub plantings may be installed along the northern perimeter berm within the upland restoration from agricultural land area south of Corkscrew Road. The additional tree and shrub species proposed along the northern perimeter berm are included in Table 6. A planting plan for Phase 1 of the Project is included as Appendix D.

Ground cover planting will include a minimum of three of the five species listed in Table 6. Ground cover plantings may be clustered so there may be small patches where only trees exist. After ground cover plantings have been installed, a layer of

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pine straw bedding will be utilized on the southern perimeter berm and mounding areas to prevent erosion along the side slopes.

Table 6. Northern Perimeter Berm Plantings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Instruction (On Center)
Trees/Shrubs¹				
American elm	<i>Ulmus americana</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Black olive	<i>Bucida buceras</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Carolina willow	<i>Salix caroliniana</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Cocoplum	<i>Chrysobalanus icaco</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Eagleston holly	<i>Ilex x attenuata</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Fiddlewood	<i>Citharexylum spinosum</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Firebush	<i>Hamelia patens</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Green/silver buttonwood	<i>Conocarpus erectus</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Gumbo limbo	<i>Bursera simaruba</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Jamaican caper	<i>Quadralla jamaicensis</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Loblolly bay	<i>Gordonia lasianthus</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Orange geiger	<i>Cordia sebestena</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Paradise tree	<i>Simarouba glauca</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Paurotis palm	<i>Acoelorrhaphe wrightii</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Persimmon	<i>Diospyros virginiana</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Pigeon plum	<i>Coccoloba diversifolia</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Pitch apple	<i>Clusia rosea</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Red bay	<i>Persea borbonia</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Saw palmetto	<i>Serenoa repens</i>	2 to 5 ft.	1 gal.	30 to 50 ft.
Seagrape	<i>Coccoloba uvifera</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Simpson's stopper	<i>Myrcianthes fragrans</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Slash pine	<i>Pinus elliottii</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Southern magnolia	<i>Magnolia grandiflora</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Sugarberry	<i>Celtis laevigata</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Sweet gum	<i>Liquidambar styraciflua</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Sycamore	<i>Platanus occidentalis</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Thatch palm	<i>Thrinax radiata</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Walter's viburnum	<i>Viburnum obovatum</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Wax myrtle	<i>Morella cerifera</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
West Indian mahogany	<i>Swietenia mahagoni</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Wild coffee	<i>Psychotria nervosa</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Wild lime	<i>Zanthoxylum fagara</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Yaupon holly	<i>Ilex vomitoria</i>	2 to 5 ft.	1 gal.	15 to 20 ft.
Ground Cover (minimum three species)				
Blue maidencane	<i>Amphicarpum muhlenbergianum</i>	12 in.	4 in.	3 ft.
Fakahatchee grass	<i>Tripsacum dactyloides</i>	12 in.	4 in.	3 ft.

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Table 6. (Continued)

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Instruction (On Center)
Ground Cover (minimum three species)				
Gulfdune paspalum	<i>Paspalum monostachyum</i>	12 in.	4 in.	3 ft.
Muhly grass	<i>Muhlenbergia capillaris</i>	12 in.	4 in.	3 ft.
Purple lovegrass	<i>Eragrostis spectabilis</i>	12 in.	4 in.	3 ft.
Sand cordgrass	<i>Spartina bakeri</i>	12 in.	4 in.	3 ft.
Sawgrass	<i>Cladium jamaicensis</i>	12 in.	4 in.	3 ft.
Wiregrass	<i>Aristida stricta</i>	12 in.	4 in.	3 ft.

¹Trees and shrubs may be clustered or evenly spaced.

6.0 RESTORATION ACTIVITY SCHEDULE

Site development and restoration will occur in two phases. A restoration phase map corresponding to each development phase is provided as Appendix F. The Phase 1 restoration area includes a minimum of 55 percent of the Phase 1 development and restoration acreages combined. The Phase 1 restoration is sub-phased to coincide with the phasing of development. The details of the restoration sub-phasing within Phase 2 will be provided in a future development order application. Restoration activities in each phase will be completed within ten years or sooner from the date of issuance of the first development order for that phase.

7.0 SUCCESS CRITERIA

7.1 Indigenous Wetland and Upland Preservation and Enhancement

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

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

7.2 Indigenous Wetland and Upland Restoration

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

- 1) Initial eradication of exotic and nuisance vegetation will be completed;
- 2) Supplemental plantings will be completed in the indigenous restoration areas;

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

7.3 Wetland and Upland Restoration from Agricultural Lands

The following are the success criteria for the wetland and upland restoration from agricultural lands:

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

8.0 MAINTENANCE

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

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

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8.1 Prescribed Fire

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

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

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

Fire breaks will be installed in strategic locations in order to safely ignite and control prescribed fires. Fire breaks will be co-located with maintenance trails, access roads, easements, fence lines, property boundaries, and natural habitat boundaries. A 15-foot wide fire break, or fire lane, will be established directly adjacent to and inside (i.e., the restoration side) of the 6-foot tall wildlife control fence or other structural wildlife deterrent. Fire lanes will be planted with native grasses but will be maintained (i.e., mowed, disked, etc.) prior to implementation of prescribed fire activities. Fires will be excluded from planted areas for at least ten years to allow plantings to mature enough to survive fires. Fires will be allowed to extinguish naturally within the wetter preserve areas, such as the marsh habitats.

Controlled burns will be conducted only when authorized with a permit by the FFS. In addition, notice will be given to the Estero Fire District. Coordination with Lee County, the Audubon Society, and the South Florida Water Management District will occur before burning. Burning will not be conducted if smoke is anticipated to encroach upon Corkscrew Road or adjacent residential areas.

9.0 MONITORING REPORTS

Monitoring will be conducted annually for the conservation areas. Annual reports documenting the achievement of the success criteria outlined in Section 7.0 will be submitted to Lee County's

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Department of Community Development (DCD). Annual monitoring reports will be provided for a period of five years after the Certificate of Compliance has been issued by the DCD or until the 80 percent survivability is reached. Monitoring will typically be conducted during the height of the growing season (August to October) with annual reports submitted by January 15. The timing of monitoring may be adjusted based on environmental conditions.

Annual monitoring reports will be provided for each conservation area phase as described above. The monitoring reports will include documented exotic and nuisance species, mortality of vegetation, estimated causes of mortality, growth of the vegetation, wildlife observed and other factors that demonstrate the functional health of the conservation areas, and photographs. A brief description of anticipated maintenance work to be conducted over the next year will also be included. Periodic inspections will be conducted by DCD staff to ensure the accuracy of the monitoring reports.

10.0 LONG-TERM MANAGEMENT AND MONITORING

The conservation areas will be placed in a conservation easement granted to Lee County and the SFWMD with third party enforcement rights to the Corps and USFWS. The conservation easement will contain a minimum of 55 percent of the total planned development acreage per Lee Plan Policy 33.3.4(2)(c). The conservation easement will prevent the encroachment of future development as well as activities that are incompatible with the goal of sustaining the preserved and restored conservation areas in good ecological health. These areas will be physically managed in accordance with the approved long-term management plan prepared by the Project ecologist and implemented by a Community Development District (CDD) or Homeowners' Association (HOA) with the assistance of an appropriately skilled environmental professional.

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

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

11.0 PRESERVE SIGNAGE AND COMMUNITY EDUCATION PLAN

Signs identifying the preserve as a "nature preserve area" will be installed along the boundary of the conservation areas. The signage will include language stating, "No dumping allowed." The

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signs will be spaced a maximum of 200 feet apart. The signs will be no closer than ten feet from residential property lines and be limited to a maximum height of four feet and a maximum size of two square feet. A typical preserve sign is attached as Appendix G.

The community will be advised of the benefits of the conservation areas to the surrounding landscape and their residential community.

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

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

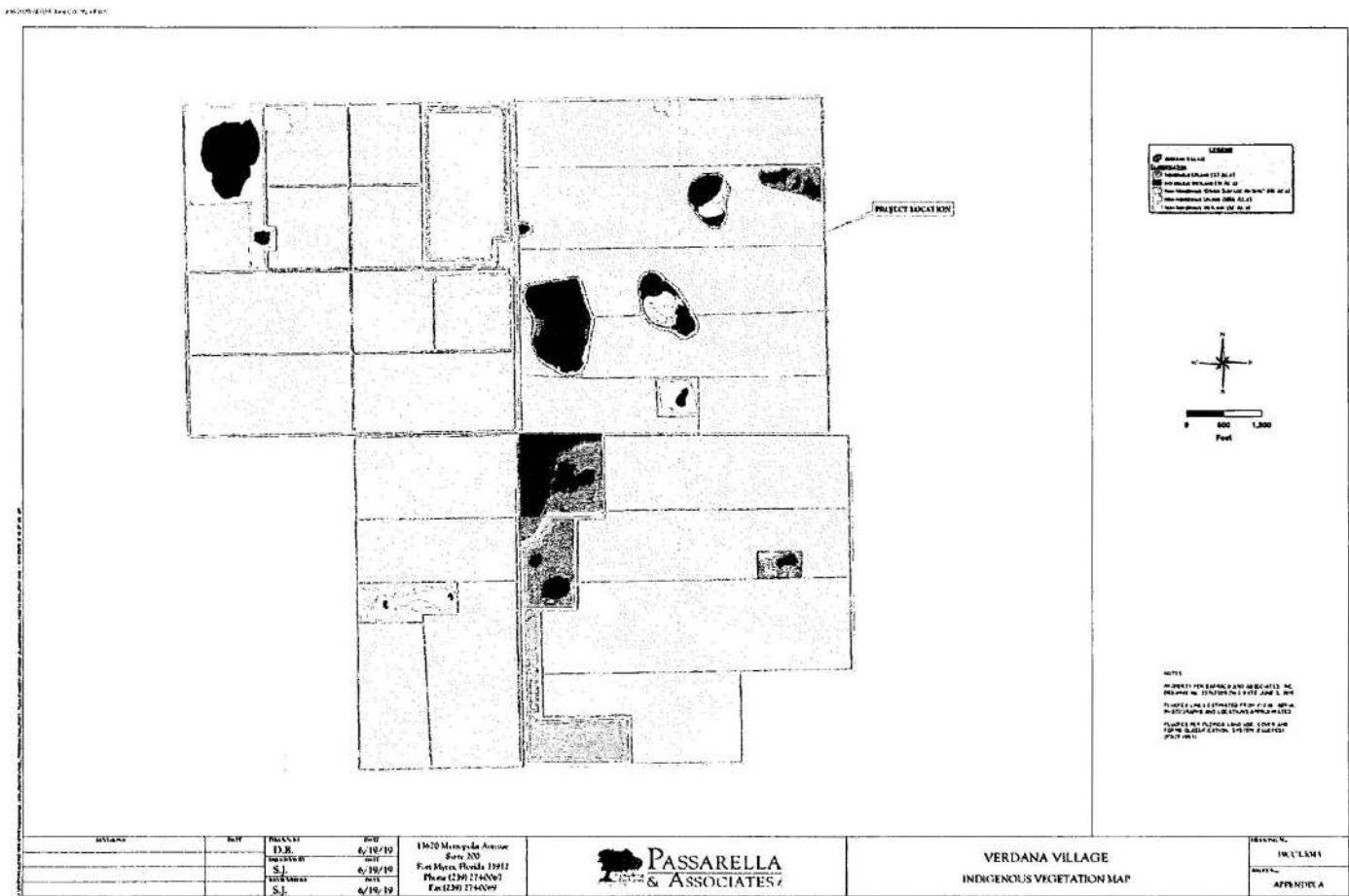
12.0 REFERENCES

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

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

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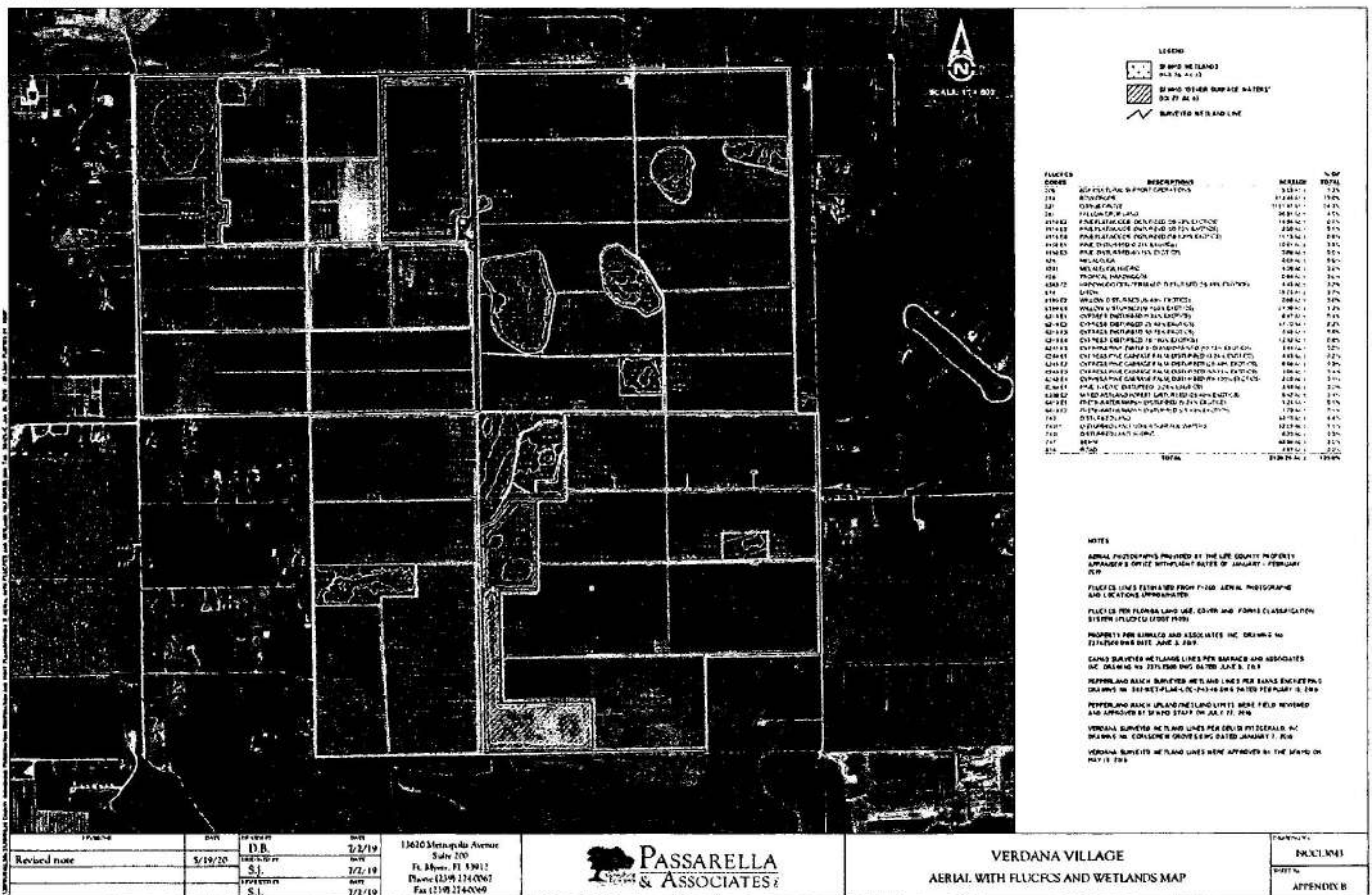
APPENDIX A
INDIGENOUS VEGETATION MAP



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APPENDIX B

AERIAL WITH FLUCFCS AND WETLANDS MAP



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APPENDIX C

LEE COUNTY INDIGENOUS VEGETATION PRESERVATION, RESTORATION, AND MANAGEMENT PLAN



- NOTES

PROPERTY: BIRMINGHAM AND SITE PLAN PER J.R. ELLIOTT
 INC. DRAWING NO. 94-10-07 CWP BASE 2107 DWS DATED
 JULY 28, 1997

CABLE SURVEYED WETLANDS UNITS FOR SWAMPED
AND ASSOCIATED, THE DRAWING NO. 111150/01/02
DATED JUL 5, 1971

CRIMINAL RECORDS WERE FIELD REVIEWED AND
APPROVED BY THE SIAHQ STAFF ON FEBRUARY 18, 2024.
FIFTEEN AND RANDY SURVEYED WELAND 1-15 PER

FOUR (4) AND FIVE (5) LANE/RIGHT-OF-WAY SIZES WERE
OBTAINED FROM THE FOLLOWING SOURCES:

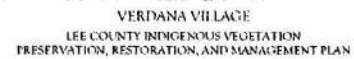
LEACH'S SURVIVED WETLAND LINES PER DECU
NATIONAL AND CRIMINAL CONSTRUCTION

REMARKS SUPPLIED WITH AND LATER WERE APPROVED
BY THE CAPTAIN ON MAY 18, 1944

CRACKS, CRACKS, AND LEVEL AT EXCAVATION ARE
SUBJECT TO CHANGE PERMANENTLY. IF CRACKS
DO NOT

* THE FINAL ACREAGE'S ASSOCIATED WITH THE UPLAND AND WETLAND RESTORATION FROM AGRICULTURAL LAND WILL BE DETERMINED AT THE TIME OF GOVERNMENT ORDER FOR LAND RESTORATION. SOURCE: USACE, 2008.

13610 Metropolis Avenue
Suite 202
Ft. Myers, FL 33912
Phone (239) 274-0267
Fax (239) 274-0769



APPENDIX C

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APPENDIX D
PLANTING PLAN

PRODUCTS

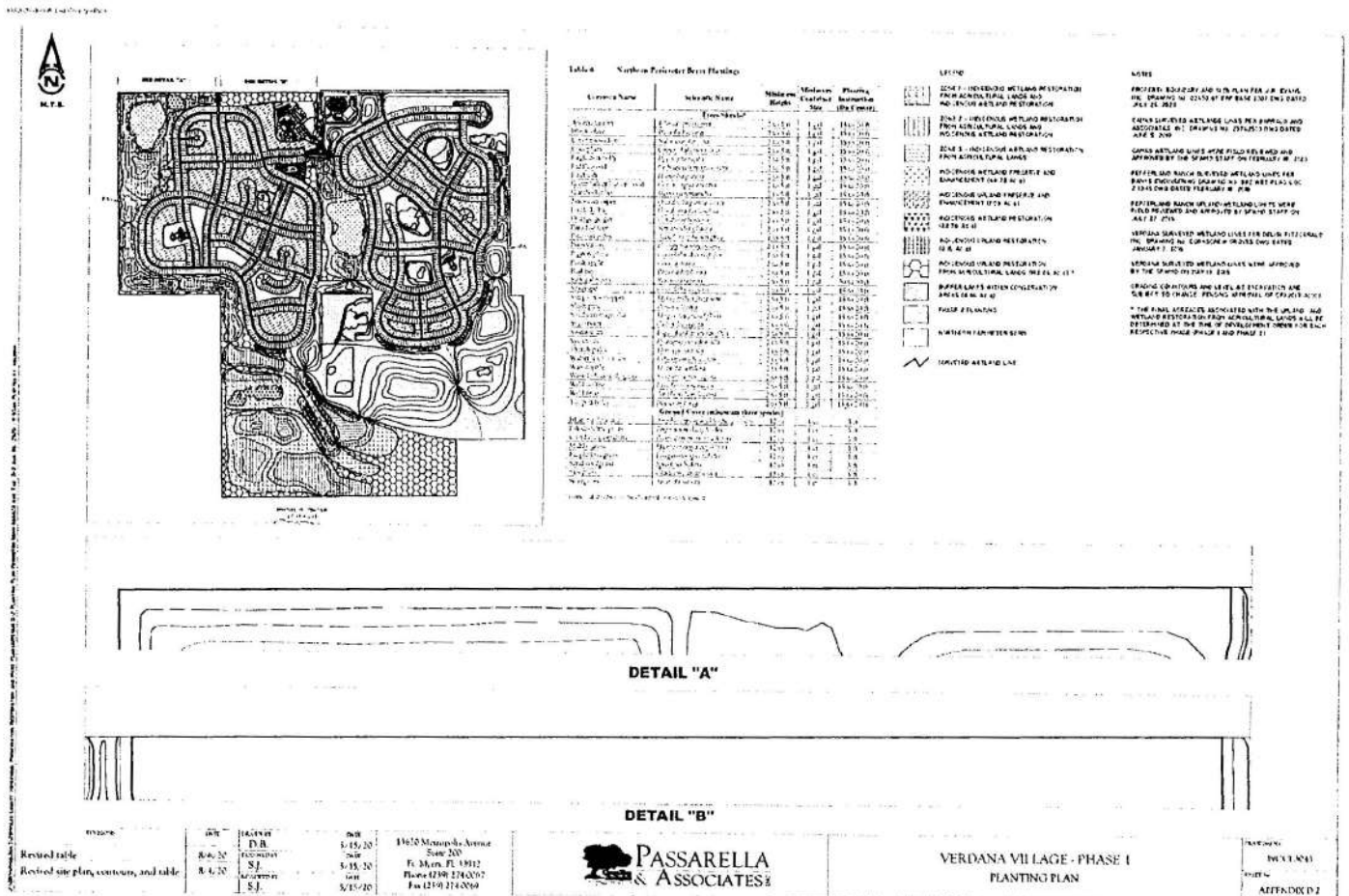


Diagram illustrating a typical 1-acre square showing upland restoration from agricultural lands. The square is divided into three distinct areas: a top-left region with a dense pattern of small circles representing trees, a bottom-right region with diagonal hatching representing agricultural fields, and a central region with a sparse pattern of small dots representing restored upland. The boundaries between these regions are irregular and jagged.

- THREE PLANTING ZONES IDENTIFIED
- 1. THREE ZONES ARE IDENTIFIED ON THE BASIS OF TIME - DISTANCE TO THE MARKET
- 2. THE FIRST ZONE IS CLOSE TO THE MARKET AND THE SECOND ZONE IS FURTHER AWAY
- 3. THE THIRD ZONE IS THE FURTHEST AWAY FROM THE MARKET

LEGEND

 INLAND TREE PLANTINGS

 INLAND GRASS COVER PLANTINGS

 INLAND BRUSH TREESING OF GRASS COVER

1. The following are the results of the first two experiments:

TYPICAL 1 ACRE SQUARE
UPLAND RESTORATION FROM AGRICULTURAL LANDS

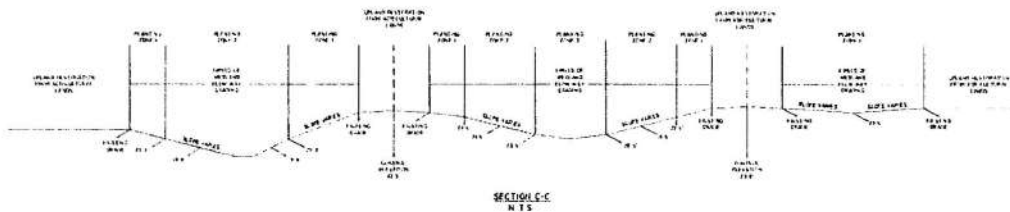
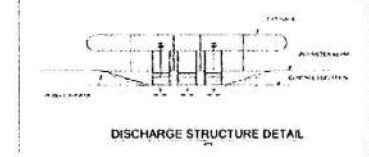

**PASSARELLA
& ASSOCIATES**

VERDANA VILLAGE - PHASE 1
PLANTING PLAN

APPENDIX IV

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APPENDIX E
TYPICAL SECTIONS



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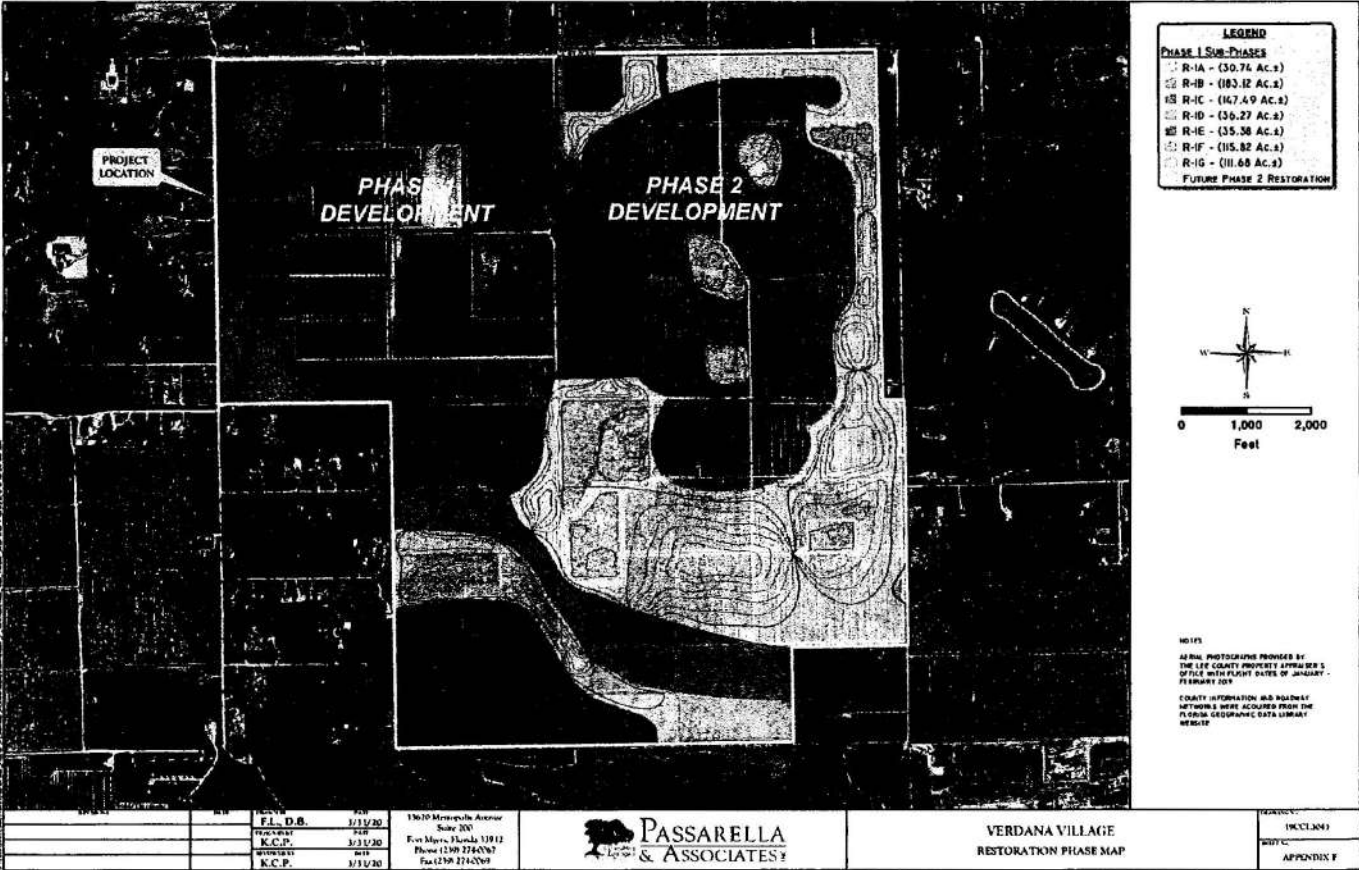
INCLUSE

ATTENDUE

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APPENDIX F
RESTORATION PHASE MAP

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APPENDIX G
TYPICAL PRESERVE SIGNAGE

TYPICAL
PRESERVE SIGNAGE
N.I.S.



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**VERDANA VILLAGE
PROTECTED SPECIES MANAGEMENT
AND HUMAN-WILDLIFE COEXISTENCE PLAN**

Revised July 2020

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Project No. 19CCL3043

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1.0 INTRODUCTION

This report documents the Protected Species Management and Human-Wildlife Coexistence Plan for Verdana Village (Project). The management plan contained in this report pertains to the Eastern indigo snake (*Drymarchon corais couperi*), gopher tortoise (*Gopherus polyphemus*), American alligator (*Alligator mississippiensis*), crested caracara (*Caracara cheriway*), listed wading birds, Southeastern American kestrel (*Falco sparverius paulus*), Big Cypress fox squirrel (*Sciurus niger avicennia*), Florida black bear (*Ursus americanus floridanus*), and Florida panther (*Puma concolor coryi*).

The Project totals 2,138± acres and is located in Sections 29, 30, 31, and 32; Township 46 South; Range 27 East; Lee County (Appendix A). The Project is bounded by Corkscrew Road to the north; agricultural lands to the southeast; low-density, single-family residences along the east and west property boundaries; and Panther Island Mitigation Bank to the south (Appendix A).

The property is currently an active row crop and citrus grove operation with scattered areas of remnant native vegetation. As part of the agricultural surface water management, extensive ditching and berms have been constructed on the property. The remnant native vegetation includes a mixture of primarily pine forest, cypress, and cypress/pine/cabbage palm communities with varying levels of exotic vegetation coverage. These areas are bounded by berm and ditching associated with the surrounding agricultural lands.

2.0 LISTED SPECIES SURVEYS

Passarella & Associates, Inc. (PAI) conducted a Lee County protected species survey (PSS) on the Project site in October, November, and December 2015; February 2016, and February 2019. The survey was conducted to meet Lee County Land Development Code (LDC) Chapter 10, Article III, Division 8 (Protection of Habitat) standards. Twelve Lee County protected species were documented during the protected species survey and other fieldwork conducted by PAI. The protected wildlife species documented included American alligator, Eastern indigo snake, roseate spoonbill (*Ajaia ajaja*), little blue heron (*Egretta caerulea*), snowy egret (*Egretta thula*), tri-colored heron (*Egretta tricolor*), Southeastern American kestrel, wood stork (*Mycteria americana*), Florida sandhill crane (*Grus canadensis pratensis*), crested caracara, Florida panther, and Big Cypress fox squirrel.

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

Table 1. Listed Wildlife Species Documented

Common Name	Scientific Name	Listing Status	
		FWCC	USFWS
Reptiles			
American Alligator	<i>Alligator mississippiensis</i>	FT(S/A)	T(S/A)
Eastern Indigo Snake	<i>Drymarchon corais couperi</i>	FT	T

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Table 1. (Continued)

Common Name	Scientific Name	Listing Status	
		FWCC	USFWS
Birds			
Crested Caracara	<i>Caracara cheriway</i>	T	T
Florida Sandhill Crane	<i>Grus canadensis pratensis</i>	T	-
Little Blue Heron	<i>Egretta caerulea</i>	SSC	-
Roseate Spoonbill	<i>Ajaia ajaja</i>	T	-
Snowy Egret	<i>Egretta thula</i>	SSC	-
Southeastern American Kestrel	<i>Falco sparverius paulus</i>	ST	-
Tri-Colored Heron	<i>Egretta tricolor</i>	SSC	-
Wood Stork	<i>Mycteria americana</i>	FE	E
Mammals			
Big Cypress Fox Squirrel	<i>Sciurus niger avicennia</i>	ST	-
Florida Panther	<i>Puma concolor coryi</i>	FE	E

FWCC – Florida Fish and Wildlife Conservation Commission

USFWS – U.S. Fish and Wildlife Service

E – Endangered

FE – Federally Endangered

FT – Federally Threatened

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

SSC – State Species of Special Concern

ST – State Threatened

T – Threatened

T(S/A) – Threatened Due to Similarity of Appearance

3.0 CONSERVATION AREAS

The proposed conservation areas total 1,202± acres. The conservation areas will be maintained in accordance with the Indigenous Preservation, Restoration, and Management Plan provided under separate cover. The conservation areas will be managed to provide habitat for listed species.

The Project has been designed to minimize impacts to the listed species that have been identified on the property and other listed wildlife species that could potentially utilize the site. The site plan minimizes impacts to existing native vegetation habitats and limits development to the existing agricultural lands.

The proposed conservation areas will contain the following elements:

- Preservation of indigenous wetlands and uplands (existing forested and herbaceous habitats with less than 75 percent exotics)

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- Restoration of indigenous wetlands and uplands vegetation through the removal of exotic vegetation (existing forested and herbaceous habitats with greater than 75 percent exotics) and supplemental planting
- Restoration of indigenous wetlands and uplands from agricultural lands (i.e., citrus groves and row crops)
- Creation of buffer lakes adjacent to the development pods that will remain as part of the conservation area

The preservation and enhancement of existing indigenous vegetation and the large-scale restoration of agricultural lands to indigenous habitats will serve to provide significant regional flow-ways and wildlife corridors within the Project site. The proposed flow-ways and wildlife corridors will provide connection from Corkscrew Regional Mitigation Bank and The Place conservation lands to the north with Panther Island Mitigation Bank and Audubon's Corkscrew Swamp Sanctuary lands to the south. The proposed flow-ways will also serve to re-establish the north to south flow of water through the Project site, similar to what existed historically.

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

The conservation areas will be placed in a conservation easement or other equivalent deed restriction with inspection, enforcement, and approval rights granted to Lee County and the South Florida Water Management District (SFWMD). The total preserve area to be placed under a conservation easement is 1,202± acres. This includes 24± acres of buffer lakes that are not used to meet the 55 percent required for indigenous vegetation restoration required per Lee Plan Policy 33.3.4(2)(c).

4.0 WILDLIFE CROSSINGS AND CORRIDORS

In order to maintain connectivity for small wildlife and wetland flow-ways through the north-central portion of the property, small animal wildlife crossings will be installed where the proposed internal road crosses the conservation areas. An aerial depicting the proposed location of the wildlife crossings is provided as Appendix B. The small animal crossings will be designed to accommodate the passage of small mammals, reptiles, and amphibians and is not intended for use by large wildlife species such as Florida panther and Florida black bear. The wildlife crossing will be a culvert pipe with the invert at natural grade.

The Project's restoration has been designed to accommodate wildlife corridors along the east and west portions of the site. These areas were chosen as wildlife corridors since they align with off-site conservation lands to the north (i.e., The Place and Corkscrew Regional Mitigation Bank) and south (i.e., Panther Island Mitigation Bank). Appendix B depicts the anticipated locations of the wildlife corridors and their connection to the off-site conservation lands. The connection between the on-site restoration areas and off-site conservation lands meets the intent of Lee Plan Policy 33.3.4(2)(6).

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5.0 PERIMETER BUFFER LAKES AND FENCING

The Project site design includes perimeter buffer lakes and fencing between the residential development and restoration areas. The goal of the buffer lakes and fencing is to effectively deter Florida panther and Florida black bear prey species (i.e., deer and hog) from entering residential areas. Deterring prey species from entering the development area will minimize the incentive for Florida panther and Florida black bear to enter the project and reduce the potential for human-wildlife interactions. The wildlife fence and buffer lakes will also serve to maintain the wildlife corridors described in Section 4.0 below.

The wildlife fencing will consist of a six-foot chain link fence which has previously been approved by the Florida Fish and Wildlife Conservation Commission (FWCC) for projects in Southwest Florida. The locations of the proposed buffer lakes and fencing are depicted on Appendix B. Further details regarding the location of the buffer lakes and fencing are included in the Indigenous Preservation, Restoration, and Management Plan provided under separate cover.

6.0 COMMERCIAL USES

The Verdana Village Master Plan includes dedicated commercial use adjacent to Corkscrew Road. To minimize potential human-wildlife interaction, educational brochures provided in this plan will be provided to commercial tenants. Commercial development will be required to minimize wildlife attractants by securing all exterior food and water sources.

Commercial uses, including restaurants, must secure exterior trash containers with locking lids and periodically clean cans to reduce residual odors. Grease traps will be located underground. Bear-resistant dumpsters will be used in areas where communal garbage is collected. A list of companies obtained from the FWCC that provide bear-resistant garbage containers for commercial use is provided as Appendix C. In consultation with the local waste disposal company, bear-resistant dumpsters will be purchased from one of the listed companies or another company that is able to provide bear-resistant dumpsters which are compatible with local equipment. The bear-resistant dumpsters will be incorporated at the time Lee County's waste collection sub-contractor makes them available for use.

In order to minimize disturbance to wildlife, lighting within the commercial parcel will not directly illuminate the adjacent preserve areas.

7.0 EASTERN INDIGO SNAKE MANAGEMENT PLAN

The Eastern indigo snake was documented on-site; the following plan outlines the protection guidelines that will be implemented for the Eastern indigo snake during clearing operations for the Project. The plan provides educational material and guidelines for construction personnel to follow in the event they encounter an Eastern indigo snake. The plan has been prepared following the guidelines established by the U.S. Fish and Wildlife Service (USFWS). The Eastern indigo snake is a federally threatened species and is listed by the Endangered Species Act (ESA). It is unlawful for

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anyone to injure, harm, harass, or kill this species. Persons who knowingly violate provisions of the ESA that afford this species protection may be subject to a fine and/or imprisonment.

7.1 Biology

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

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

7.2 Management Plan

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

The Project will preserve, enhance, and restore 192± acres of existing vegetation on-site through the removal of exotic vegetation. In addition, approximately 986 acres of wetlands and uplands will be restored by converting existing agricultural lands to native habitats. The preserve areas will be maintained per the Verdana Village Indigenous Preservation, Restoration, and Management Plan and will provide habitat for the Eastern indigo snake.

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

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8.0 GOPHER TORTOISE MANAGEMENT PLAN

One gopher tortoise burrow was located on the Project site during the PSS. The following plan outlines the management activities that will be implemented for the gopher tortoise prior to the implementation of site clearing. The gopher tortoise is listed as threatened by the FWCC.

8.1 Biology

The gopher tortoise is a large, terrestrial turtle averaging 23 to 28 centimeters (9 to 11 inches) in shell length. Maximum length is around 38 centimeters (15 inches). The gopher tortoise is characterized by stumpy, elephantine hind feet and flattened, shovel-like forelimbs adapted for digging. The tan, brown, or gray carapace (top portion of the shell) is domed and oblong. The plastron (bottom portion of the shell) is somewhat concave in males. Growth annuli may be conspicuous, particularly in juveniles. Hatchlings are approximately 4.4 centimeters (1.7 inches) in length and are yellowish orange in color.

The gopher tortoise occurs in the Southeastern Coastal Plain of the United States from Eastern Louisiana to Southeastern South Carolina and throughout Florida. In Florida, gopher tortoises occur in portions of all 67 counties. Gopher tortoises inhabit a wide variety of upland vegetative communities. Three environmental conditions are especially important for gopher tortoises: well-drained, sandy soil in which to burrow; adequate low-growing herbaceous ground cover for food; and relatively open, sunlit areas for nesting. The gopher tortoise is primarily associated with longleaf pine-scrub oak woodlands (sandhills), but it is also found in sand pine scrub, coastal strands, live oak hammocks, dry prairies, pine flatwoods, and mixed hardwood-pine communities. Disturbed habitats, such as roadsides, fencerows, clearings, and old fields, often support relatively high tortoise densities.

Gopher tortoises excavate burrows averaging 4.5 meters (14.8 feet) in length and 2 meters (6.6 feet) in depth and wide enough to allow them to turn around at any point. These burrows provide protection from temperature extremes, desiccation, and predators and serve as refuges for a variety of other animals. The placement and depth of burrows vary with the soil type, geographic location, and ground water levels. An individual tortoise may use more than one burrow and may excavate new burrows at any time during its life.

Gopher tortoise densities and movements are affected by the amount of herbaceous ground cover present. Generally, feeding activity is confined to within 50 meters (164 feet) of the burrow. Principal foods include grasses, legumes, and grass-like plants of the sedge and aster families. Legumes appear to be particularly important in the diet of juveniles. Fruits such as blackberries, pawpaws, gopher apples, and saw palmetto berries are also consumed.

8.2 Management Plan

After construction is completed, the Project will contain suitable gopher tortoise habitat within the conservation areas necessary for the long-term survivability of the species. The gopher tortoise burrow identified on the Project site is located within the proposed conservation area, but near an area proposed for wetland restoration grading. If it is not

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feasible to provide a minimum 25-foot buffer to the gopher tortoise burrow, the applicant will obtain a permit from the FWCC to relocate gopher tortoise(s) to a protected recipient site prior to initiating wetland restoration grading activities. The recipient site will be approved by the FWCC and managed in perpetuity, consistent with FWCC's Gopher Tortoise Management Plan (2012).

9.0 AMERICAN ALLIGATOR MANAGEMENT PLAN

American alligators were observed throughout the network of agricultural ditches on-site during the PSS. No alligator nests were observed; however, potential nesting and additional foraging habitat (i.e., wetlands, and freshwater marshes) exist on-site. The following plan outlines the protection guidelines that will be implemented for the American alligator during clearing operations for the Project. The American alligator is listed as threatened (due to similarity of appearance) by the USFWS and the FWCC.

9.1 Biology

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

9.2 Management Plan

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

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Extensive, high quality American alligator habitat will be provided throughout the property through wetland preservation, enhancement, and restoration. This includes the removal of exotics in approximately 144 acres of existing wetlands on the property. These wetlands are predominantly cypress forest, hydric pine forest, cypress/pine/cabbage palm forest, mixed wetland hardwood, and freshwater marshes habitat types. Invasive exotic removal will result in wetland preserves that are more suitable to alligators and their prey species. In addition, 642± acres of wetland habitats will be restored from existing agricultural lands and 24± acres of buffer lakes will be created within the conservation area that will provide suitable habitat for the species. These restored wetlands will serve as potential foraging, resting, basking, and nesting habitats for the alligator. The preserve areas will be maintained per the Project's Indigenous Preservation, Restoration, and Management Plan.

To avoid problematic encounters between future residents and American alligators, the FWCC's educational brochure entitled "A Guide to Living with Alligators" (Appendix D) will be provided to homeowners and maintenance staff (see Section 16.2).

10.0 CRESTED CARACARA MANAGEMENT PLAN

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

10.1 Biology

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

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

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10.2 Management Plan

Prior to clearing activities, a qualified ecologist will survey the construction impact area and adjacent habitats for the presence of crested caracara nests. Any potential nests will be monitored during the nesting season (September through June) to determine if they are currently being used by caracaras. If a nest is found, the FWCC, the USFWS, and Lee County Government will be informed of the location of the nest.

The completed Project will preserve, enhance, and restore 1,178± acres of native habitat. The conservation areas will contain open freshwater marsh and pine habitat. The pine restoration areas will be planted with widely spaced trees (primarily slash pine (*Pinus elliotii*)) providing a significant amount of open canopy habitat that is highly suitable for caracaras. Scattered clumps of cabbage palms also may be planted within select locations of the restoration areas; however, cabbage palms will eventually seed into the restored areas naturally. In the long term, the presence of mature cabbage palms will provide increased nesting habitat for caracaras.

The preservation, enhancement, and restoration of 1,178± acres of native habitat will significantly increase biological diversity and species richness of wildlife on-site. This will provide a significantly increased prey base for resident caracaras.

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

11.0 WOOD STORK, WADING BIRD, AND SOUTHEASTERN AMERICAN KESTREL MANAGEMENT PLAN

Although no nesting activity was observed, wading birds observed on-site during the PSS include little blue herons, roseate spoonbills, snowy egrets, tri-colored herons, sandhill cranes, and wood storks. The Southeastern American kestrel was also documented foraging on-site. It is anticipated that these birds and others, including limpkin (*Aramus guarauna*), may utilize the wetlands and other native habitats on the property. The following management plan has been prepared for the purpose of addressing the management of potential wading bird and Southeastern American kestrel habitat on the site.

11.1 Management Plan

Prior to clearing activities, a qualified ecologist will survey the construction impact area and adjacent habitats for the presence of nesting wading birds. If active wading bird nests are found within 330 feet of the development footprint, the applicant will coordinate with FWCC to obtain applicable permits, as necessary.

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No wetland impacts will occur as a result of the proposed Project. The Project proposes significant enhancement, restoration, and preservation of wading bird habitat. Extensive foraging areas will be provided through the preservation, enhancement, and restoration of 144± acres of existing forested and herbaceous wetlands. Enhancement of the existing wetlands in the conservation areas through the removal of invasive exotic plants will result in habitats that are more suitable for wading bird foraging and roosting. In addition, the Project proposes the restoration of 642± acres of wetlands from existing agricultural lands. The grading plan for the wetland restoration areas includes the establishment of wading bird foraging habitat. These areas will be graded to varying depths to allow the concentration of prey for wading birds at alternating times of the year as water levels seasonally rise and recede. The preservation and enhancement of native woodlands and pine areas on the Project site will also provide improved nesting habitat for the Southeastern American kestrel.

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

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

12.0 BIG CYPRESS FOX SQUIRREL MANAGEMENT PLAN

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

12.1 Biology

The Big Cypress fox squirrel lives and breeds in varied habitats in Southwest Florida including cypress swamps, pine flatwoods, tropical hardwood forests, live oak woods, mangrove forests, and suburban habitats, including golf courses, city parks, and residential areas in native vegetation (Humphrey 1992). Dense cypress/hardwood swamps are avoided. This may be due to the competition for food and habitat with the gray squirrel (*Sciurus carolinensis*). Little data is available on the preferred forage habitat of the Big Cypress fox squirrel. Big Cypress fox squirrels prefer to feed on the male and female cones of slash pine. Cabbage palm fruits, bromeliad (*Bromeliaceae* sp.) buds, and acorns are also important food items. A smaller percentage of the diet may consist of seasonal fruits, berries, and seeds (Humphrey 1992).

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

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

12.2 Pre-Construction Surveys

A qualified ecologist will be on-site to supervise Big Cypress fox squirrel management and monitoring activities as detailed in this plan. Prior to clearing activities, the preserve areas will be staked in the field and clearly identified with silt fencing or an equivalent barrier. The fencing will be inspected by the preserve manager prior to clearing activities. The operation and storage of construction equipment and the stock-piling of fill and construction material will be prohibited within the fenced preserve areas. The fencing identifying the limits of the preserves will be maintained for the duration of construction activities.

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

12.3 Management Plan

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

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

13.0 FLORIDA BLACK BEAR MANAGEMENT PLAN

Though no Florida black bear or sign of Florida black bear was documented on the Project site during the PSS, it is anticipated that Florida black bears are within the general vicinity of the Project. The following habitat management plan has been prepared for the purpose of addressing the conservation of Florida black bear habitat on the Project site. The Florida black bear is not listed by the FWCC or the USFWS. However, the FWCC and the Lee County LDC have specific management activities for this species.

13.1 Biology

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

13.2 Management Plan

In order to deter the potential for interactions between humans and large mammals such as the Florida black bear, perimeter buffer lakes and fencing will be utilized between development and the conservation areas to deter large mammals from accessing the residential or commercial areas.

The preserved, enhanced, and restored habitat within the conservation areas will provide habitat and wildlife corridors for the Florida black bear and associated prey species. Enhancement activities will provide higher quality habitat for the Florida black bear than what currently exists within the site. The Project's on-site conservation areas will provide habitat connectivity from The Place conservation lands and Corkscrew Regional Mitigation Bank to the north to Panther Island Mitigation Bank to the south.

To avoid problematic encounters between future residents and Florida black bears, the FWCC's educational brochure entitled "A Guide to Living in Bear Country" (Appendix E) will be provided to homeowners and maintenance staff (see Section 16.4).

14.0 FLORIDA PANTHER MANAGEMENT PLAN

Florida panther was observed on-site during the PSS conducted by PAI. The property is located within both the USFWS' Primary and Secondary Zones for the Florida panther. In addition, FWCC Florida panther telemetry has been recorded on the Project site and adjacent properties. The following habitat management plan has been prepared for the purpose of addressing the conservation of Florida panther habitat on the Project site. The Florida panther is listed as endangered by the FWCC and the USFWS.

14.1 Biology

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

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

14.2 Management Plan

In order to deter the potential for interactions between humans and large mammals such as the Florida panther, perimeter buffer lakes and fencing will be utilized between development and the conservation areas to deter large mammals from accessing the residential or commercial areas.

The preserved, enhanced, and restored habitat within the conservation areas will provide habitat and a wildlife corridor for the Florida panther and associated prey species. Enhancement activities will provide higher quality habitat for the Florida panther than what currently exists within the site. The Project's on-site conservation areas will provide habitat

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connectivity from The Place conservation lands and Corkscrew Regional Mitigation Bank to the north to Panther Island Mitigation Bank to the south.

To avoid problematic encounters between future residents and Florida panthers, the educational brochure entitled "A Guide to Living with Florida Panthers" (Appendix F), prepared by the FWCC and the USFWS, will be provided to homeowners and maintenance staff (see Section 16.5).

15.0 PRESCRIBED FIRE

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

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

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

Fire breaks will be installed in strategic locations in order to safely ignite and control prescribed fires. Fire breaks will be co-located with maintenance trails, access roads, easements, fence lines, property boundaries, and natural habitat boundaries. A 15-foot wide fire break, or fire lane, will be established directly adjacent to and inside (i.e., the restoration side) of the 6-foot tall wildlife control fence or other structural wildlife deterrent. Fire lanes will be planted with native grasses but will be maintained (i.e., mowed, disked, etc.) prior to implementation of prescribed fire activities. Fires will be excluded from planted areas for at least ten years to allow plantings to mature enough to survive fires. Fires will be allowed to extinguish naturally within the wetter preserve areas, such as the cypress and marsh habitats.

Controlled burns will be conducted only when authorized with a permit by the FSS. In addition, notice will be given to the Estero Fire District. Coordination with Lee County, the Audubon Society, and the South Florida Water Management District will occur before burning. Burning will

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not be conducted if smoke is anticipated to encroach upon Corkscrew Road or adjacent residential areas.

Information on prescribed fire will be incorporated into the property owner association or developer's agreement documents.

16.0 HUMAN-WILDLIFE COEXISTENCE PLAN

The following Human-Wildlife Coexistence Plans will be incorporated into the declaration of covenants of the Verdana Village MPUD Homeowners Association or Community Development District documents.

16.1 Eastern Indigo Snake

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

16.2 American Alligator

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

16.3 Wading Bird

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

16.4 Florida Black Bear

Residents will be educated about the presence of black bears in their community. FWCC's educational brochure entitled "A Guide to Living in Bear Country" (Appendix E) will be

provided to homeowners and maintenance staff. This brochure can be found at <http://myfwc.com/wildlifehabitats/managed/bear/brochures/>.

Garbage and recyclables will be stored in bear-resistant containers with appropriate locking mechanisms, and bear-resistant dumpsters will be used in areas where communal garbage is collected. A list of companies obtained from the FWCC that provide bear-resistant garbage containers for commercial and residential use is provided as Appendix C. Bear resistant receptacles will be required for each residential unit. Please note that Lee County Ordinance No. 11-27 requires individual trash receptacles for residential units of 40 gallons or less in size. In consultation with the local waste disposal company, bear-resistant dumpsters will be purchased from one of the listed companies or another company that is able to provide bear-resistant dumpsters which are compatible with local equipment. They will be incorporated at the time Lee County's waste collection sub-contractor makes them available for use. Units that have curbside garbage service will be required to place garbage containers curbside no earlier than the morning of the days of garbage pickup, and garbage containers will be returned to their permitted location no later than the evening of the days of garbage pickup. For units with curbside garbage service, all garbage, trash refuse, or rubbish will be required to be placed in appropriate garbage containers and stored inside an enclosed area except for the days when there is curbside garbage pickup service. For units without curbside garbage service, all garbage, trash refuse, or rubbish will be placed in bear-resistant dumpsters with the lid closed and secured.

16.5 Florida Panther

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

17.0 PRESERVE SIGNAGE AND COMMUNITY EDUCATION PLAN

Signs identifying the conservation areas as a "nature preserve area" will be installed along the boundary of the preserve. The signage will include language stating, "No dumping allowed" (Appendix H). The signs will be spaced a maximum of 200 feet apart, will be no closer than ten feet from residential property lines, and will be limited to a maximum height of four feet and a maximum size of two square feet.

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

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18.0 REFERENCES

- Belden, R.C. 1988. The Florida Panther. Pages 514-532 in W.J. Chandler (ed) Audubon Wildlife Report. 1988/1989. The National Audubon Society, New York. 817 pages.
- Florida Fish and Wildlife Conservation Commission. 2012. Gopher Tortoise Management Plan (September 2012). Tallahassee, Florida.
- Florida Natural Areas Inventory. 2010. Guide to the natural communities of Florida: 2010 edition. Florida Natural Areas Inventory, Tallahassee, Florida.
- Humphrey, Stephen R. 1992. Rare and Endangered Biota of Florida; Volume I. Mammals. University Press of Florida, Gainesville, FL. 392 pages.
- Land, E.D., M. Lotz, D. Shindle, and S.K. Taylor. 2000. Florida panther genetic restoration and management. Annual report, Study Number 7508. Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida.
- Land E.D., D.B. Shindle, R. J. Kawula, J.F. Benson, M.A. Lotz, D.P. Onorato. 2008. Florida panther habitat selection analysis of concurrent GPS and VHF telemetry data. Journal of Wildlife Management: Volume 72, No. 3 pp. 633–639.
- Maehr, D.S. 1988a. Florida Panther Movements, Social Organization and Habitat Utilization. Annual Performance Report, 7/1/87-6/30/88, Study No. E-1-12 II-E-2 7502, Florida Game and Fresh Water Fish Commission. 19 pages.
- Maehr, D.S. 1988b. Florida Panther Food Habits and Energetics. Annual Performance Report, 7/1/87-6/30/88, Study No. E-1-12 II-E-3 7503, Florida Game and Fresh Water Fish Commission. 4 pages.
- Maehr, D.S., E.D. Land, and J.C. Roof. 1991. Social Ecology of Florida Panthers. National Geographic Research & Exploration, 7(4): 414-431.
- Morrison, J. L. 2001. Recommended management practices and survey protocols for Audubon's crested caracara (*Caracara cheriway audubonii*) in Florida. Technical Report No. 18. Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida, USA.
- Rodgers, J.A., Jr., H.W. Kale II, H.T. Smith (eds.). 1996. Rare and Endangered Biota of Florida, Vol. V. Birds. University of Florida Press, Gainesville, Florida, USA.
- U.S. Fish and Wildlife Service. 1987. Florida Panther Recovery Plan. Prepared by the Florida Panther Interagency Committee for the U.S. Fish and Wildlife Service, Atlanta, Georgia. 75 pages.
- U.S. Fish and Wildlife Service. 1999. Multi-species Recovery Plan for South Florida. U.S. Fish and Wildlife Service, Vero Beach, Florida.

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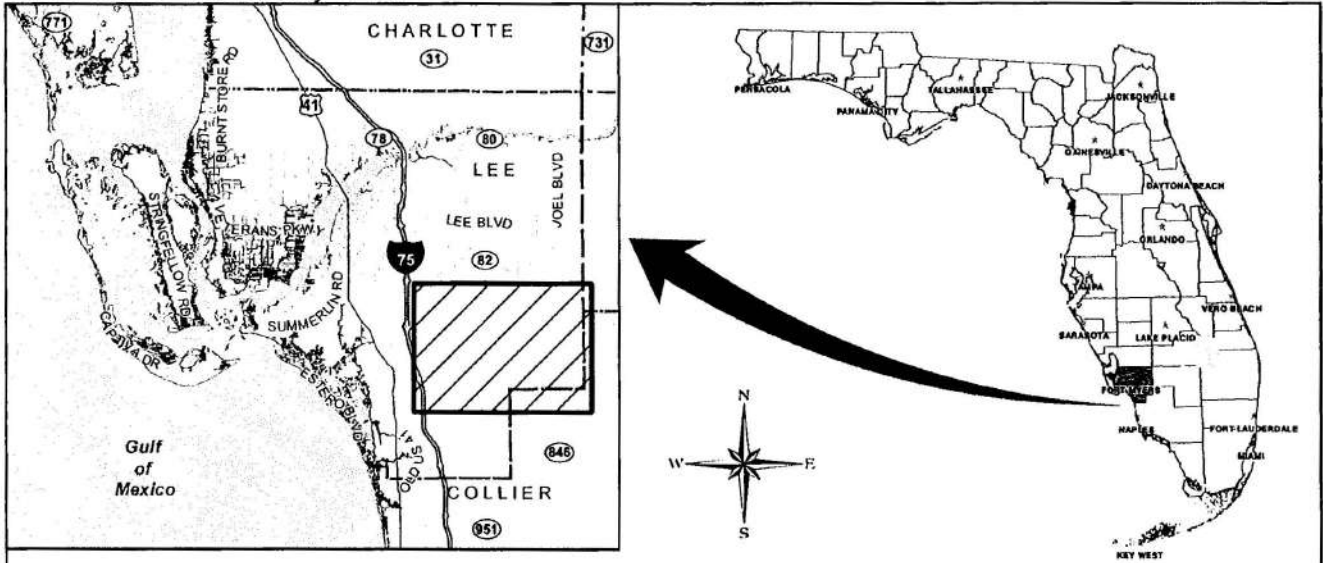
U.S. Fish and Wildlife Service. 2013. Standard Protection Measures for the Eastern Indigo Snake. South Florida Ecological Services Office. Vero Beach, Florida.

Wood, Don A. 2001. Florida's Fragile Wildlife Conservation and Management. University Press of Florida. Gainesville, FL.

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APPENDIX A
PROJECT LOCATION MAP

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APPENDIX A. PROJECT LOCATION MAP
VERDANA VILLAGE

DRAWN BY	DATE
D.B.	6/28/19
REVIEWED BY	DATE
S.J.	6/28/19
REVISED	DATE



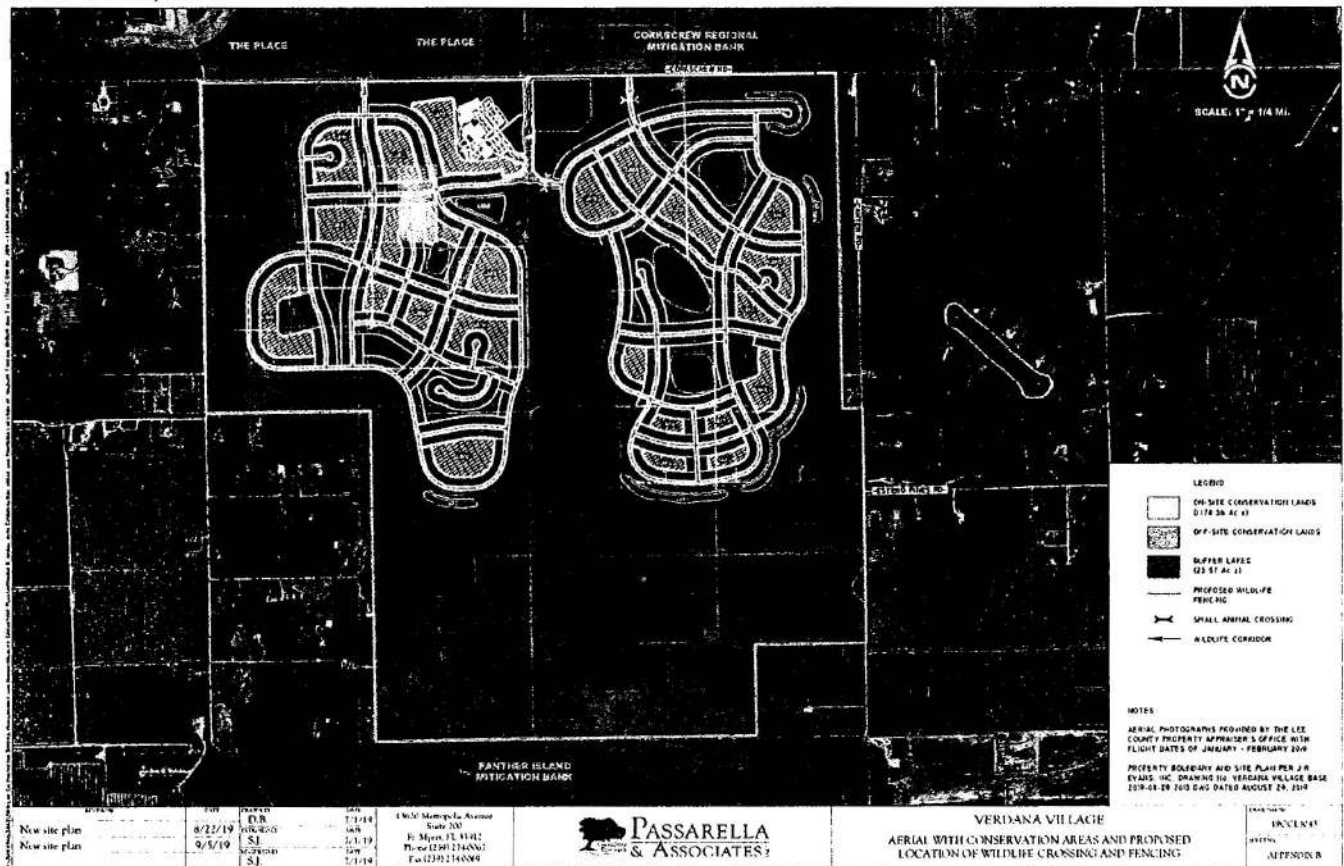
**PASSARELLA
& ASSOCIATES**

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APPENDIX B

AERIAL WITH CONSERVATION AREAS AND PROPOSED LOCATION OF WILDLIFE CROSSING AND FENCING

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APPENDIX C

**FWCC LIST OF BEAR-RESISTANT
GARBAGE CONTAINERS**

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BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

Residential Poly Carts and Cans



BearProofInc

234 S. Golden Dr.
Silt, CO 81652
Ph: (970) 309-2460
Fax: (970) 876-0420
E-mail: Info@BearProofInc.com
Website: <http://www.bearproofinc.com/>

Metal Roll Away Container
95 gallon

* Metal food and trash lockers also
available



Bear Proofing-R-US

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

**Residential Street-side
Trash Can**
96 gallon

* dumpster lids, loaders, and
bird feeders also available



Bear Proof Systems, LLC

7855 E. Lark Dr.
Parker, CO 80138
Phone: (303) 840-3390/1-800-944-7973
Fax: (303) 840-3460
E-mail: solidws@comcast.net
Website: <http://www.bearproofsystems.com/>

Curbside Carts

64 gallon
94 gallon

* Also make various metal
containers



BearSaver – USA Sales

Steve Thompson

Ph: 1-800-851-3887
Fax: 909-605-7780
E-mail: sales@bearsaver.com
Website: <http://www.bearsaver.com/>

Bear Resistant Residential Poly Carts

Model PC-95
95 gallon (min order 24)

Model PC-65
65 gallon (min order 20)

Model PC-32
32 gallon (min order 20)

* Commercial Yard Dumpsters also
available

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BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS



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

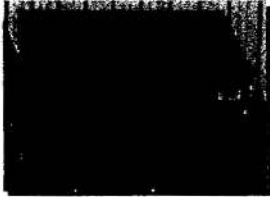
Fax: (616) 254-4174
E-mail: info@cascadeng.com
<http://www.cascadeng.com/markets/waste/index.htm>

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BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

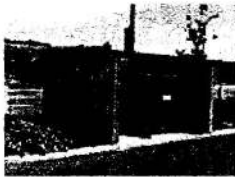
Animal Resistant Dumpsters



Capital Industries, Inc.

5801 Third Avenue South
Seattle WA 98108
Phone: (206) 762-8585/1-800-967-8585
FAX: (206) 762-5455
E-mail: sales@capitalind.com
Website: <http://www.capitalind.com/main/>

**Bear Resistant
Metal Containers & Lids**
Various designs



Haul-All Equipment Systems

(no address available)
Phone: 1-888-428-5255
Fax: (403) 328-9956
E-mail: solutions@haulall.com
Website: <http://www.haulall.com/index.htm>

Hyd-A-Way Model
Several options available
for garbage disposal
and storage

See also the following companies:

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

Info. above

Recreational Storage Containers

Panniers (for cooler storage)



Bear-Aware

(no address available)
Phone: 800-568-8990 / 818-504-3518
Contact Jeff Berns
E-mail: jmberns@bear-aware.com
Website: <http://www.bear-aware.com/>

Dry & Ice Panniers

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



Outfitters Supply

7373 US Highway 2E
Columbia Falls, MT 59912
Phone: 888-467-2256/ 406-892-3650
Fax: 406-892-4234
E-mail: gopackn@outfitterssupply.com
Website: <http://www.outfitterssupply.com/>

Pack Panniers



Pack Saddle Shop

3071 West Twin Rd
Moscow Idaho 83843
Phone: 208-882-1791
E-mail: support@packsaddleshop.com
Website:
<http://www.packsaddleshop.com/Bearpan.html>

Aluminum Panniers

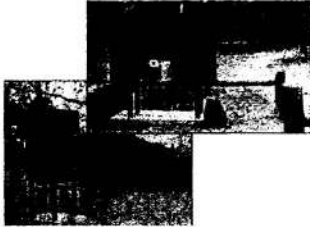
Medium
Large
Sold with and without
hardware

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BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

Food Storage Lockers



See the following companies:

BearProofInc
BearSaver – USA Sales
Haul-All Equipment Systems (product shown)

Info. above

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

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

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APPENDIX D

AMERICAN ALLIGATOR INFORMATIONAL PAMPHLET

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



Tim DeGroot

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



Jonica Plam

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

Regional offices

Northwest Region, Panama City
850-265-3676

North Central Region, Lake City
386-758-0525

Northeast Region, Ocala
352-732-1225

Southwest Region, Lakeland
863-648-3200

South Region, West Palm Beach
561-625-5122



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

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A guide to living with Alligators



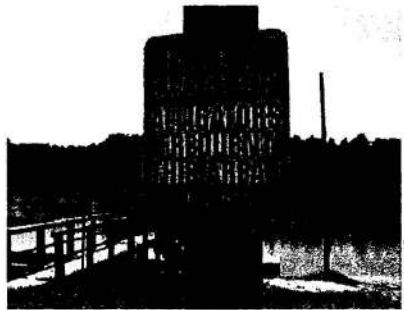
Jamie Pedersen



Florida Fish and Wildlife
Conservation Commission

MyFWC.com

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

Living with alligators

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

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

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

Alligators and people

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

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

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

Safety tips

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



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

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

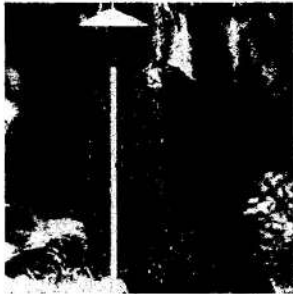
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APPENDIX E

FLORIDA BLACK BEAR INFORMATIONAL PAMPHLET

JOS2020-00038 Lee County ePlan



Discouraging bears from visiting your home

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

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

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

Secure common bear attractants

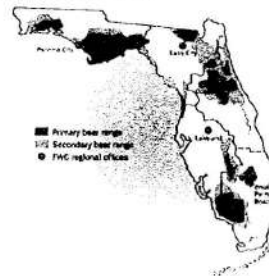
- Use electric fencing to protect gardens, compost piles, apiaries, fruit trees and livestock.
- Store garbage and recyclables in bear-resistant containers or in a secure area until the morning of pick up.
- Feed pets indoors or bring food dishes (even if empty) inside before dark.
- Store pet and livestock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

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

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



Bear range in Florida



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

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

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

Follow us on:



Cover photo by Art by MacKenzie



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Conservation Commission
MyFWC.com

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A guide to living in bear country



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If you live in Florida, you should know

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

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

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

While feeding bears is illegal in Florida, bears are still often fed by humans, either intentionally or unintentionally. When black bears have access to pet food, garbage, birdseed, livestock feed or other human-provided items, they quickly learn to associate people with food. Bears that have become

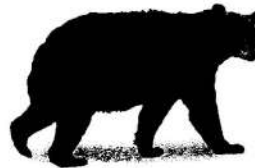
too comfortable around people are more likely to be killed, either by vehicle collisions, illegal shooting, or as a result of bear management actions.

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

If a bear comes into your yard

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

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



Ashley Hetherington

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

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

Did you know?

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

The bear facts

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

- FWC biologists estimate there are 2,500-3,000 black bears in Florida.
- Florida bears are generally black with a brown muzzle and may have a white chest marking called a blaze.
- Adult black bears typically weigh between 150 to 400 pounds; males are usually larger than females.
- Female bears have their first litter at about 3 1/2 years of age and generally have one to three cubs every other year.
- In Florida, the breeding season runs from June to August and cubs are born in late January or early February.
- Bears of all ages are excellent climbers and will climb trees when they are frightened or looking for food (e.g., acorns).
- About 80 percent of a black bear's diet comes from plants (e.g., fruits, nuts, berries), 15 percent from insects (e.g., termites, ants, yellow jackets) and 5 percent from meat (e.g., opossums, armadillos, carrion).

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



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APPENDIX F

**FLORIDA PANTHER
INFORMATIONAL PAMPHLET**

DOS2020-00038 Lee County ePlan

You live in Florida panther country

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

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



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

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

If you see a Florida panther

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

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



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Florida Fish and Wildlife
Conservation Commission
3505 Reid Street
Tallahassee, FL 32399-1800
MyFWC.com/Panther

A guide to living with

Florida Panthers



© Lynn Stone

MyFWC.com/Panther

7 ways to live safely in Florida panther country

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

1. Be alert from dusk 'til dawn (and whenever deer are active)

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

2. Keep panther prey away

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

3. Keep pets secure

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



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



Keep livestock safe and secure

4. Keep domestic livestock secure

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

5. Landscape for safety

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

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

6. Consider other deterrents

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

7. Hike or bike with a friend

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

Florida panther facts

- 🐾 The Florida panther is a subspecies of puma, also known as a mountain lion or cougar. It is the last subspecies still surviving in the eastern United States.
 - 🐾 Biologists estimate roughly 100-160 adult and subadult Florida panthers remain in the wild. Most panthers live in southwest Florida, south of the Caloosahatchee River, although some panthers have been documented traveling as far north as central Georgia.
 - 🐾 The Florida panther's decline occurred prior to 1950, when it still was legal to hunt panthers. It was listed as endangered in 1967 and is protected under federal and state laws.
 - 🐾 Florida panther numbers declined to roughly 30 cubs by the early 1980s. Severe inbreeding resulted in many health and physical problems. A genetic restoration project in 1995 was successful in improving the genetic health and vigor of the panther population.
 - 🐾 Florida panthers are found primarily in the Big Cypress/Everglades ecosystem in Collier, Lee, Hendry, Monroe and Miami Dade counties.
 - 🐾 Florida panthers' home range sizes vary by sex and by individual. Female home ranges are typically 60-75 square miles whereas males' are typically 160-200 square miles.
 - 🐾 There is no record of a Florida panther attacking a person. Florida panthers are rarely seen.
 - 🐾 The biggest threat to the future of the Florida panther is habitat loss. A number of panthers also die each year due to vehicle strikes on roadways.
 - 🐾 The Florida panther was chosen as the State Animal of Florida in 1982 by a vote of elementary school students throughout the state.
- Florida Panther Range**

 - Known Breeding Range
 - ▤ Confirmed Presence of Males
 - Caloosahatchee River



Florida Panther Range



This partnership was achieved through a grantmanship of the Australian Society of Herpetology, Conservation of South-east Queensland, Publishers of Wildlife, Florida Fish and Wildlife Conservation Commission, Florida's Wetlands Foundation, Friends of the Florida Panther, Ridge Mountain, Lion Foundation, International Park, Borealis, Florida Wildlife Federation, The Florida State of Florida, University of Florida and the U.S. Fish and Wildlife Service.

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APPENDIX G

**EASTERN INDIGO SNAKE
INFORMATIONAL PAMPHLET**

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

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

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



August 12, 2013

ATTENTION:

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



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

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**IF YOU SEE A LIVE EASTERN
INDIGO SNAKE ON THE SITE:**

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

**IF YOU SEE A DEAD EASTERN
INDIGO SNAKE ON THE SITE:**

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

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

**North Florida ES Office – (904) 731-3336
Panama City ES Office – (850) 769-0552
South Florida ES Office – (772) 562-3909**

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

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

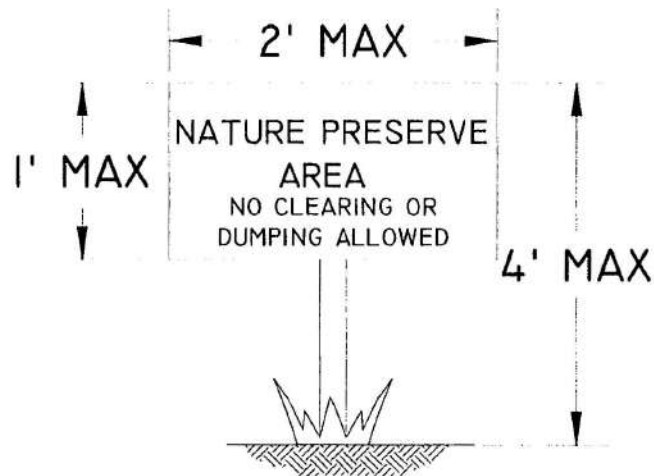
LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other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

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APPENDIX H
AMERICAN ALLIGATOR MANAGEMENT
AND PRESERVE SIGNAGE



TYPICAL AMERICAN
ALLIGATOR SIGNAGE
N.I.S.



TYPICAL
PRESERVE SIGNAGE
N.T.S.

APPENDIX H. AMERICAN ALLIGATOR MANAGEMENT AND PRESERVE SIGNAGE VERDANA VILLAGE

DRAWN BY	DATE
D.B.	7/9/19
REVIEWED BY	DATE
S.J.	7/9/19
REVISED	DATE



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APPENDIX I

WADING BIRD INFORMATIONAL PAMPHLET

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

**Promptly notify the FWCC
1-888-404-FWCC**

**Tips for living with
wading birds**

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



**WADING
BIRD
INFORMATIONAL
PAMPHLET**



Verdana Village

DOS2020-00038 Lee County ePlan

Description:

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

Habitat:

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

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

Protection:

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

If wading birds form a nesting colony on the property in the future, avoid activities within 330 feet of the colony during the nesting season (March 1 to August 1).

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APPENDIX J

PRESCRIBED BURNING INFORMATION

Florida Landowner Assistance Program Practice Standard - Prescribed Burning



Definition

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

Purposes

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

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

Conditions Where Practice Applies

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

Criteria

I. General Criteria Applicable to All Purposes

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

II. Specific Criteria to Improve Wildlife Habitat

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

III. Specific Criteria to Control Undesirable Vegetation

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

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

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

Considerations

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

Operation and Maintenance

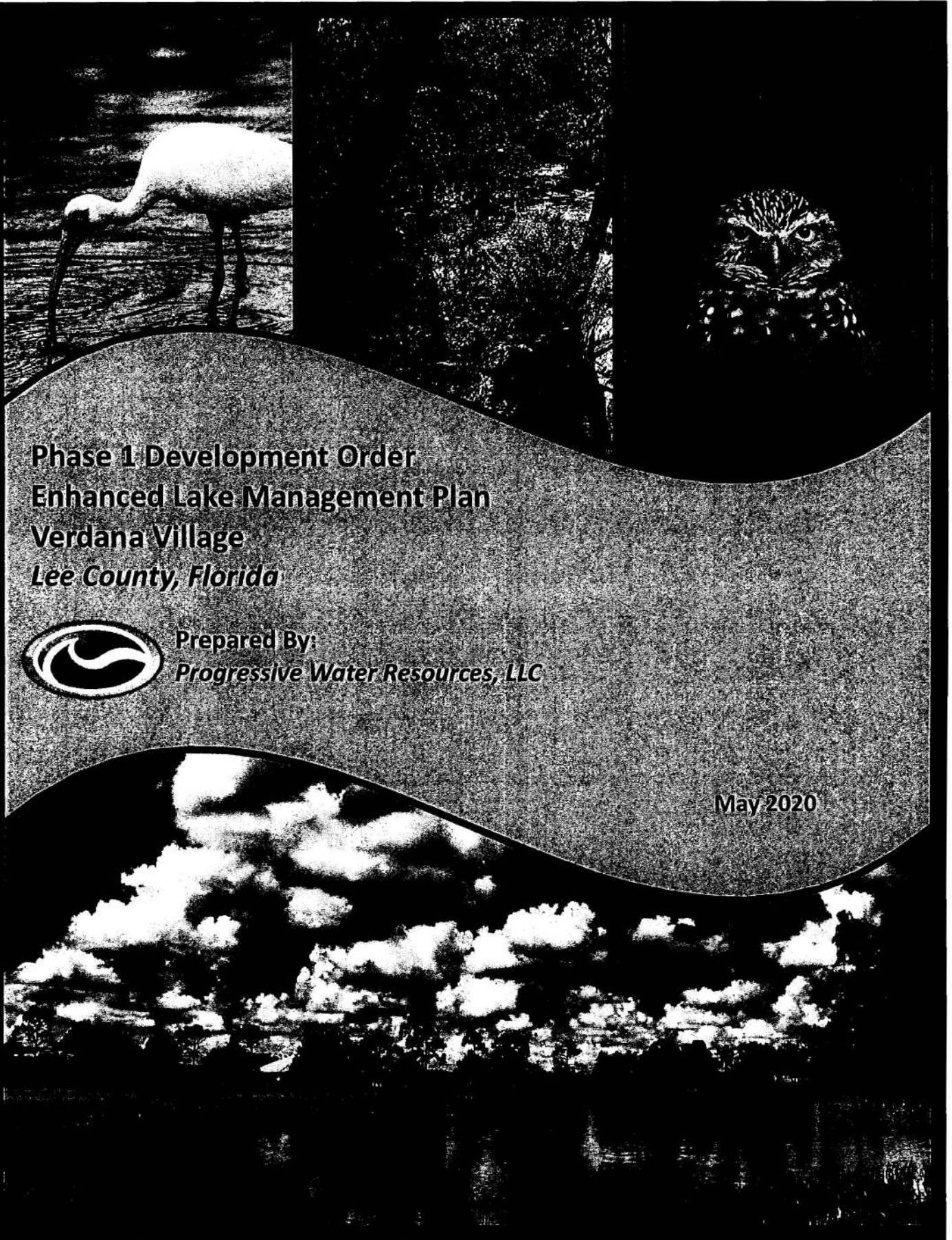
The following actions shall be carried out to insure that this practice functions as intended throughout its expected life: 1) Evaluations to determine if the stated objectives were met and to improve coordination of future burns, 2) Initial evaluations should be conducted within 2 weeks following the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

Items to consider in these evaluations include:

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

EXHIBIT "E"

COVENANT TO CREATE ENHANCED LAKE MANAGEMENT/ MAINTENANCE PLAN



**Phase 1 Development Order
Enhanced Lake Management Plan
Verdana Village
Lee County, Florida**



**Prepared By:
Progressive Water Resources, LLC**

May 2020

The Verdana Village – Enhanced Lake Management Plan

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Introduction

The Verdana Village is distinct from other residential developments in Lee County's Density Reduction/Groundwater Resource (DR/GR) area in that it is composed of two adjacent and previously approved residential developments that are now being combined into a single integrated project. The aggregation of the two proposed developments offers a unique opportunity to further enhance the water resource benefits beyond what was proposed in the earlier approvals. The Enhanced Lake Management Plan (ELMP) provided herein pertains to Phase 1 of the proposed Verdana Village Development Order, as shown in **Figure 1**, and provides for a substantial net benefit to the water resources within the DR/GR as well as increased protection to Lee County's Corkscrew Wellfield as compared to existing conditions.

Phase 1 of the proposed Verdana Village development encompasses approximately 973.3 acres. The Phase 1 project site has had a long farming history, with sections of the property used for cultivation of citrus and row crops for decades. In accordance with Lee County's Comprehensive Plan (The Lee Plan), proposed developments within the DR/GR must demonstrate the protection, preservation and enhancement of groundwater resources and environmental (wetland) systems. The completed Verdana Village residential development will not only maintain the water resource protection benefits of each of the prior development plans (Verdana and Pepperland Ranch), but will also extend those approved resource protections to a higher level, resulting in the following Water Resource Benefits:

Water Resource Benefits

- The total lawn and landscape irrigated areas within the completed Verdana Village development represents a decrease from the sum of irrigated areas for the two previously approved development plans.
- The South Florida Water Management District's (District's) irrigation allocation model for the Verdana Village lawn and landscape area indicates a decrease in quantities when compared to the sum of irrigated quantities for the two previously approved development plans. The Verdana Village project also proposes to decrease the maximum or peak month (i.e. dry season) quantity. Crop protection water usage authorized for the for the citrus crop will be eliminated.
- Verdana Village will utilize both groundwater and captured stormwater for irrigation, whereby groundwater quantities are used to supplement surface water irrigation supplies within the project's stormwater management system lakes. Irrigation quantities will then be withdrawn from the lakes to irrigate lawn and landscaped areas. The conjunctive use of both ground and surface water supplies are anticipated to conserve additional groundwater from the Water Table Aquifer when adequate surface water supplies are available, thereby furthering the project's resource benefits within the DR/GR.
- Along with a decrease in irrigated area, the smaller footprint of the Verdana Village project will result in a reduction in lawn care and maintenance activities for the turf and landscaped areas.
- The project includes a master-controlled irrigation system that regulates the initiation and overall duration of irrigation events in order to increase irrigation water use efficiency and enhance water conservation (i.e. no individual homeowner will have access to irrigation timers). Evapotranspiration sensors are also proposed for

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each irrigation pump station and future plans may include an integrated communication system between the controller clocks and the irrigation pump station(s).

- Improved surface water quality is anticipated through the creation of numerous interconnected stormwater management system lakes which outfall into a uniquely designed flow-way system. The flow-way system is composed of a series of shallow depressional sub-basins which stair-step stormwater down the property's southerly gradient. The flow-way system will increase stormwater residence time and promote increased recharge to the Water Table Aquifer. In addition, the series of shallow depressional sub-basins will provide enhanced floodwater storage, allowing the project to help alleviate historic stormwater flooding concerns on Carter Road to the east and Six L's Farm Road to the west.
- Only professional landscape businesses registered with Lee County will be allowed to perform their services at Verdana Village. Proof of completion of a Lee County-approved Best Management Practices (BMP) training program will be required.
- To further protect the water resources, the Verdana Village project includes both baseline and post-construction groundwater and surface water quality monitoring to verify the effectiveness of BMPs and safeguard Lee County's potable supply wells.

Collectively, these Water Resource Benefits represent a new standard of water resource and environmental protection and, in many cases, exceed the future land use requirements contemplated by The Lee Plan. For ease of use and understanding, the contents of the ELMP for Phase 1 of the Verdana Village proposed development contains sections that address key water resource protection elements, with each of the main ELMP sections in turn having sub-sections that provide specificity regarding the management actions necessary to safeguard the water resources. Where applicable, BMPs are provided to highlight specific water resource protection measures.

Section 1. Historic Surface Water Hydrology

To better understand the proposed water resource management actions contained within this ELMP, it is important to provide a basic context of the historic, pre-development surface water flows on the property. The Verdana Village project site gradually slopes to the south, with the highest land surface elevations of approximately 27 feet NAVD located on the northern sections of the property immediately south of Corkscrew Road. The lowest land surface elevations are located in the south-central portion of the property at approximately 19 feet NAVD.

Prior to agricultural development, the project site was characterized as open rangeland and pine flatwoods interspersed with wet prairies, marshes and cypress forest. Historic aerial photography indicates a series of shallow depressions forming wetland slough systems, or flow-ways, that transected the property and conveyed surface water downslope towards a large wetland system now referred to as the "Corkscrew Swamp Sanctuary" and the Flint Pen Strand, both of which are part of the Corkscrew Regional Ecosystem Watershed (CREW).

With the advent of agricultural development, the natural flow-ways were backfilled, ditched and drained, resulting in surface water flows being redirected to two (2) main outlets: 1) on the west side of the project area along Six L's Farm Road, and 2) on the south-central portion of the property into what is now the Panther Island Mitigation Bank.

The Verdana Village Phase 1 project aims to generally recreate the historic flow-way system by accepting off-site stormwater flows from the north, originating from The Place residential development. The flow-way system will also accept stormwater flows from the project's internal stormwater management system and is proposed to eliminate the existing stormwater outlet along Six L's Farm Road. The proposed hydrologic connections to the north will integrate the Phase 1 project into the surrounding land uses, with the outfall into the Panther Island Mitigation Bank remaining as the project's single stormwater discharge point.

Section 2. Water Resources Best Management Practices

As Phase 1 of the Verdana Village proposed development evolves from predominantly a “construction phase” to “partial construction” and ultimately to a “post-construction” residential phase, the BMPs must also evolve to maintain water resource protection. Construction of Phase 1 of the proposed development may take up to five (5) years, depending on market conditions. However, after initiation of construction, the vast majority of major earthwork is anticipated to be completed by the end of the 2021.

A. Construction Phase BMPs

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

1. The site’s general contractor shall be responsible for assuring that each contractor or subcontractor evaluates the work area before construction is initiated to determine if site conditions may pose particular problems for the safe and secure handling of any regulated substances.
2. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. There will be no intention to use, handle, produce or store regulated substances in violation of the Lee County Land Development Code Section 14-477, Stormwater Pollution Prevention Plan (SWP3) criteria.
3. Each contractor/subcontractor shall familiarize themselves with the manufacturer’s safety data sheet supplied with each material containing a regulated substance and shall be familiar with procedures required to contain and clean up any releases of a regulated substance. Any tools or equipment necessary to accomplish the same shall be available in case of an accidental release.
4. In the event of a spill of a regulated substance, the contractor/subcontractor will immediately notify the Developer, who will in turn notify the Lee County Division of Natural Resources Director at (239) 533-8109 and the Florida Department of Environmental Protection (FDEP) South District Office at (239) 344-5600. Additional measures, such as those described in this ELMP’s Section 4 (Part A), may also apply.
5. Upon completion of construction, all unused quantities of regulated substances and their containment systems shall be completely removed from the construction site.
6. Proper turbidity abatement measures, as required by the District, the Florida Stormwater Sedimentation Control Inspector’s Manual standards, and the FDEP National Pollutant Discharge Elimination System (NPDES) permit criteria, will be maintained while construction is ongoing or until adequate vegetation or other stabilization measures have been established.

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B. Post-Construction Phase BMPs

After the Lee County Certificate of Compliance or the District's stormwater management system certification is completed for Phase 1 of the development, the primary focus of the ELMP will be maintaining the operationally complete stormwater management system lakes since all internal runoff will be routed to these features for treatment. It is also anticipated that the Developer will establish and create an HOA and/or CDD that will be responsible for the operation and maintenance of all aspects of the stormwater management system including the lakes, associated stormwater conveyance and control components, and the flow-way system in perpetuity. At a minimum, the operation and maintenance of the stormwater management and flow-way systems will require compliance with the terms and conditions contained within this ELMP. Additional details on BMPs, including monitoring of groundwater and surface water, are provided in Section 3 below.

Section 3. Lake Maintenance

A. General Provisions

Proper lake maintenance is an integral aspect of this Phase 1 ELMP since internal stormwater runoff is directed to these features for treatment and attenuation. As an added protection to underlying groundwater resources, the excavation of the lakes will not penetrate any continuous impervious layer of clay or rock. In addition, the groundwater withdrawn from the proposed (new) onsite irrigation wells will be used to replenish a subset of stormwater lakes as needed for use in the master irrigation system.

As shown on **Figure 1**, surface water irrigation pumps within Phase 1 of the proposed development will “repump” groundwater supplies derived from the Surficial Aquifer System (aka Water Table Aquifer) and retained stormwater (surface water) for the irrigation of the residential development. The recycling of surface water quantities is expected to further improve water quality on the property and maintain high water quality in the lakes. The stormwater lakes must be maintained in perpetuity and the following management actions are proposed. Specific post-construction BMPs are also provided.

B. Deep Lake Management

The stormwater lakes within Phase 1 of Verdana Village are proposed to be deeper than 12 feet in depth. In accordance with Lee County Land Development Code Section 10-329(d) (3), these lakes are therefore designated as “deep lakes” and are subject to specific criteria. Based on Lee County Code, the proposed deep lakes will satisfy the following criteria:

1. The stormwater management deep lakes will not exceed a maximum water depth of 20 feet and will not penetrate any continuous impervious layer of clay or rock.
2. A destratification (i.e. aeration) system will be installed in any lake that exceeds a 12-foot water depth. Documentation that the proposed destratification system is adequately sized and designated for each lake deeper than 12 feet will be submitted to Lee County for approval. An example of a deep lake aeration device is provided as **Appendix A**.
3. Native shade trees meeting the specifications of Lee County Land Development Code Section 10-420 will be planted around each deep lake perimeter at approximately one tree per 100 feet of lake shoreline measured at the detention lake’s water level control elevation. Trees and other plants may be grouped or clustered together around the lake perimeter.
4. The deep lake management techniques, including operation of the destratification system, will be maintained for the life of the stormwater management system and will be recorded in the development covenants, in accordance with the County Attorney’s Office.
5. A post-construction bathymetric survey verifying each deep lake’s finished water depth, sealed by a professional surveyor and mapper, will be submitted to Lee County for approval.

C. Nuisance and Exotic Vegetation Control

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

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1. Lakes must be inspected annually and any prohibited vegetation must be removed by use of hand-clearing or appropriate chemical treatment. Only aquatic-approved compounds may be utilized in the stormwater management system lakes.
2. Herbicides and/or algacides may only be applied by a licensed professional applicator who meets the requirements of Lee County, and in accordance with manufacturer specifications. All applicable local, state and/or federal guidelines and requirements will also be followed.

D. Littoral Vegetation Preservation

Littoral zone vegetation is required to be installed by the Developer and maintained by the HOA and/or CDD (in perpetuity). Littoral zones provide habitats for wading birds, fish and aquatic invertebrates and also help to stabilize shorelines and reduce lake bank erosion.

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

E. Fertilizer Application

Strict adherence will be maintained with Lee County's Fertilizer Ordinance. Individual lot owners are prohibited from applying fertilizer to their lots. Any person(s) applying fertilizer must have received a limited certification in compliance with Florida Statute 482.1562 prior to application of any and all fertilizers. Additionally, fertilizer content and application rate must be in compliance with Lee County's Fertilizer Ordinance. The Lee County Fertilizer Ordinance No 08-08 is provided as **Appendix B**.

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

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F. Erosion Protection and Lake Bank Maintenance

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

1. Lake banks will be inspected annually to identify areas of erosion. Once identified, the erosion will be repaired and the source of erosion shall be eliminated, if possible.
2. Where excessive erosion occurs, repairs of the lake banks and/or enhancement of stabilization measures may be necessary.
3. No docks, boat ramps, or motorized boats will be allowed within any of the onsite stormwater management lakes.

G. Lake Education Program

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

1. Lake experts will be encouraged to attend the HOA and/or CDD meeting annually to discuss the lake system operation and maintenance requirements.
2. Homeowners will be informed that they are prohibited from removing or trimming littoral vegetation.
3. Additionally, the homeowners will be made aware of the extreme importance regarding any introduction of hazardous materials or substances into the lakes.

H. Pesticide, Herbicide or Fungicide Applications

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

1. Homeowners shall be prohibited from applying pesticides, herbicides and/or fungicides to their lots. These activities will only be performed by certified contractors approved by the HOA and/or CDD.
2. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into the stormwater management system is prohibited. This requirement shall not apply to the use of chemical agents by certified lake management specialists for the control of algae and nuisance vegetation within the stormwater management system lakes. However, application of such agents shall be in compliance with the requirements of Lee County, applied in accordance with the manufacturer's specifications, and meet all applicable local, state and/or federal guidelines and requirements.
3. Pesticides, fungicides and herbicides will be used only in response to a specific problem and in the manner and amount recommended by the manufacturer. Broad application of pesticides, fungicides and herbicides as a preventative measure is prohibited.

Section 4. Corkscrew Wellfield Protection

A. Corkscrew Wellfield Protection

A large portion of Phase 1 of the Verdana Village development is located outside and downgradient of the Lee County Wellfield Protection Zones, as shown in **Figure 2**, with only the northwestern-most stormwater management lakes partially intersecting the five- and ten-year travel time zones. The long travel time is due to the southerly groundwater and surface water gradients and the fact that the existing Lee County potable well site is located over 900 feet from the nearest stormwater management lake.

However, to safeguard the County's nearest public supply wells, this Phase 1 ELMP includes detailed water quality monitoring of two (2) dedicated Water Table Aquifer (i.e. upper Tamiami Formation) monitor wells as well as (1) of the nearest stormwater management system lakes. In addition, the surface water quality monitoring is also proposed for stormwater inflows coming onto the Verdana Village project from the north, as shown in **Figure 2**. The level of water quality assurance offered by this ELMP, coupled with Lee County's five- to ten-year prediction of groundwater travel times, offers abundant assurance that, in the unlikely event that degradation of water quality or contamination occurs, ample time exists to initiate remedial measures and safeguard Lee County's wellfield.

If an unforeseen spill, accidental release of chemicals or increased concentration of contaminants is detected, remedial measures will be immediately put into place. Such measures could include one or all of the following actions: 1) the implementation of increased water quality testing; 2) measures to replenish the lake with groundwater for dilution, and if necessary, withdraw the water from the lake for treatment; 3) the installation of additional monitoring wells between the nearest stormwater management system lakes and Lee County's public supply wells; and 4) if deemed necessary, the construction and operation of groundwater intercept or recovery wells. These remedial actions would be triggered by detection of high concentrations above the Maximum Contaminant Levels (MCLs) for the compounds. A copy of the Lee County Wellfield Protection Ordinance No. 07-35 is included in **Appendix C**.

Section 5. Surface Water Quality Monitoring Program

A. General Data Quality Objectives

All surface water quality samples will be collected in accordance with Chapter 62-160, Florida Administrative Code (F.A.C.), and the FDEP's Standard Operating Procedures (SOPs) DEP-SOP-001/01 FQ 1000 Field Quality Control Requirements and FDEP-SOP-001/01 FS 2100 Surface Water Sampling. A summary of the proposed surface water sampling schedule is provided in the attached **Table 1**.

B. Surface Water Monitoring Goals

The purpose of the Phase 1 surface water monitoring program is to assure that surface water coming onto, originating within and leaving the project meet all applicable requirements of the SFWMD Environmental Resource Permit (ERP) program authorized pursuant to Part IV of Chapter 373, F.S. and all applicable requirements of Chapter 62-302, F.A.C., Surface Water Quality Standards. Additionally, water quality monitoring of the designated stormwater management lake will verify the efficiency of the ELMP management actions and assure the lakes' health for the residents' enjoyment. Please note that if there is no observed flow at the designated flow-way system monitoring point for longer than 30 days, then a "no flow" condition will be noted and no surface water sample will be taken. Conversely, if flows have been observed at a sampling location within 30 days prior to the scheduled quarterly testing, a sample will be taken at the outfall structure. Please note that additional surface water quality parameters may be required if the FDEP determines that the sub-watershed or FDEP Water Body Identification (WBID) No. 3258C becomes impaired.

C. Surface Water Quality Monitoring

Baseline surface water quality testing will be initiated upon issuance of the Phase 1 Development Order and will start with the southern-most sampling location, designated as SW-2 on **Figure 2**. As components of the Phase 1 Development are completed, e.g., the connecting culvert underneath Corkscrew Road, additional baseline sites will be activated (SW-1 and SW-3). Baseline surface water quality testing will continue quarterly until the operational completion of the Phase 1 stormwater management system. After operational completion of the Phase 1 stormwater management system, quarterly baseline water quality testing will convert to quarterly post-construction or operational testing.

Surface water quality grab samples, the locations of which are shown in **Figure 2**, will be collected per FDEP protocol and analyzed by a NELAC/TNI-certified laboratory. The surface water quality parameters to be tested are listed below and summarized in the attached **Table 2**. In addition, the attached **Table 2** also includes the Laboratory's Accuracy, Precision and minimum Method Detection Limit (MDL). Please note that the Practical Quantitation Limit (PQL) for each parameter varies between laboratories, however the PQL typically equates to four times the MDL.

- **Field Parameters – Depth of Water, Dissolved Oxygen, pH, Temperature and Specific Conductivity**
- **Lab Parameters – Total Nitrogen, Nitrate and Nitrite, Ammonium, Ammonia, Total Kjeldahl Nitrogen, Total Phosphorus, Chlorophyll-a and Ortho-phosphate.**

Surface water quality monitoring shall be continued quarterly for a minimum of five (5) years after operational completion of the stormwater management system. After five (5) consecutive years of testing, a request for discontinuation or reduction in the monitoring requirements will be proposed to the Lee County Natural Resources Department if it can be demonstrated that the surface water quality is being maintained within applicable state standards.

Section 6. Groundwater Quality Monitoring Program

A. General Data Quality Objectives

All groundwater quality samples will be collected in accordance with Chapter 62-160, F.A.C. and the FDEP-SOP-001/01 FQ 1000 Field Quality Control Requirements and FDEP-SOP-001/01 FS 2200 Groundwater Sampling. A summary of proposed groundwater sampling is provided in the attached **Table 1**.

B. Groundwater Monitoring Goals

The purpose of the Phase 1 groundwater monitoring program is to assure that the County's public supply wellfield is protected. In addition to the surface water monitoring of the stormwater management system, the groundwater monitoring affords a comprehensive means to safeguard drinking water supplies and the overall water resource of the DR/GR.

C. Groundwater Quality Monitoring

Baseline groundwater quality testing will be initiated approximately 60 days after the issuance of the Phase 1 Development Order when the two (2) groundwater monitoring wells, indicated on **Figure 2**, are installed. Baseline groundwater quality testing will continue occur semi-annually until the operational completion of the Phase 1 stormwater management system. After operational completion of the Phase 1 stormwater management system, baseline groundwater quality testing will convert to semiannual post-construction or operational water quality testing.

The proposed monitoring wells will be constructed such that the sampling interval (i.e. open hole section) are similar to Lee County's surficial aquifer public supply wells. The groundwater quality parameters to be tested are listed below and summarized in the attached **Table 3**. In addition, the attached **Table 3** also includes the laboratory's Accuracy, Precision and minimum MDL. Please note that the PQL for each parameter varies between laboratories, however the PQL is typically four times the MDL. Sampling of the proposed groundwater monitoring wells will occur simultaneously with the surface water quality sampling.

- **Field Parameters – Water Table Aquifer Elevation, pH, Temperature and Specific Conductivity**
- **Lab Parameters – Chloride, Endothall, Glyphosate and Diquat**

Semi-annual groundwater quality monitoring shall be continued for a minimum of five (5) years after operational completion of Phase 1 of the stormwater management system. After five (5) years of testing, a request for modification or reduction in the monitoring requirements will be proposed to Lee County Natural Resources Department if it can be demonstrated that groundwater quality is being maintained within applicable state standards.

Section 7. Water Quality Data Reporting and Analysis

Phase 1 Surface and groundwater quality data will be submitted to Lee County Natural Resources Department staff in an approved electronic format within 30 days of receiving results from the contract laboratory if an issue has been detected. Otherwise, data will be submitted annually. The submittal will include all field notes, field and laboratory water quality data results, and all previously collected (i.e. period of record) water quality data. The submittals will also include a brief narrative on the most recent sample collection, sample chain of custody, descriptions of any re-testing of erroneous values, and any water quality exceedances.

By March 1 of each year, a Water Quality Summary Report for the preceding calendar year shall be supplied to Lee County Natural Resources staff which summarizes the surface and groundwater testing results for the development. The results will include a summary table that lists all the field and laboratory parameters for the monitoring locations. Laboratory parameter concentrations that fall below the PQL for that parameter will be reported with no value; however, a value qualifier of "I" (i.e. between the MDL and PQL) or "U" (below the MDL) will be included in the summary table.

All water quality data for the analytes listed in the attached **Tables 2 and 3** that are detected in concentrations above the laboratory PQL will be reviewed, graphed and statistically analyzed for trends and exceedances above two (2) standard deviations of the mean of all values. Any reported concentrations above the MCL will be clearly identified, as well as remedial actions which were used to timely reduce that particular analyte's concentration.

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Section 8. Remedial Actions

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

http://www.dep.state.fl.us/per/reportable_incident.htm

The Developer or their successor(s) will coordinate contamination assessment and remediation efforts with Lee County and will comply with applicable local, state and federal permitting requirements. The initial phase of the remediation plan will consider the actions outlined in Section 4 and may consist of additional temporary monitoring wells installed for the short-term temporal monitoring of potential subsurface impacts and to evaluate the horizontal and vertical distribution of the impacted area. Based on the findings of the initial phase, if necessary, a more comprehensive assessment may be required.

Section 9. In Conclusion

The information and technical requirements in this ELMP are provided to the Developer or designee of the HOA and/or CDD to assist with understanding the importance of a well-maintained and fully-functioning stormwater management system. The stormwater management lakes within Phase 1 of the development are not only required by state law but can also be a source of beauty and enjoyment for the residents while maintaining the value and integrity of the water resources. The Phase 1 Verdana Village flow-way system is an integral hydrologic feature that enhances the project site and promotes increased recharge to the shallow Water Table Aquifer. These features and the management actions required herein demonstrate an exceptional level of protection and enhancement of groundwater and surface water resources in the DR/GR.

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Table 1
Phase 1 Water Quality Sampling Schedule

Date	Sample Type	Sample Location
January-31	N/A	N/A
February-28	N/A	N/A
March-31	Surface Water	3 locations
	Groundwater	2 Water Table Aquifer Monitor Wells
April-30	N/A	N/A
May-31	N/A	N/A
June-30	Surface Water	3 Locations
July-31	N/A	N/A
August-31	N/A	N/A
September-30	Surface Water	3 locations
	Ground Water	2 Water Table Aquifer Monitoring Wells
October-31	N/A	N/A
November-30	N/A	N/A
December-31	Surface Water	3 locations

*See Figure 2 for groundwater and surface water quality sampling locations

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Table 2
Phase 1 Surface Water Quality Analytes

Field Parameters					
Parameter	Units	Precision (%RPD)	Accuracy (%Recovery)	MDL	Sampling Frequency
Depth of Water	Feet	0.01	NA	NA	Quarterly
Dissolved Oxygen	mg/L	FT 1000-1	FT 1000-1	NA	Quarterly
pH	SU	FT 1000-1	FT 1000-1	NA	Quarterly
Temperature	Deg C	FT 1000-1	FT 1000-1	NA	Quarterly
Specific Conductivity	µS/cm	FT 1000-1	FT 1000-1	NA	Quarterly
Laboratory Parameters (Nutrients)					
Total Nitrogen	mg/L	CALC	CALC	CALC	Quarterly
Nitrite + Nitrate	mg/L	5	90-110	0.004	Quarterly
Ammonium	mg/L	CALC	CALC	CALC	Quarterly
Ammonia	mg/L	17	90-110	0.008	Quarterly
Total Kjeldahl Nitrogen	mg/L	11	90-110	0.05	Quarterly
Total Phosphorus	mg/L	10	90-110	0.008	Quarterly
Chlorophyll-a	mg/L	20	93-108	0.25	Quarterly
Ortho-phosphate	mg/L	10	88-118	0.002	Quarterly

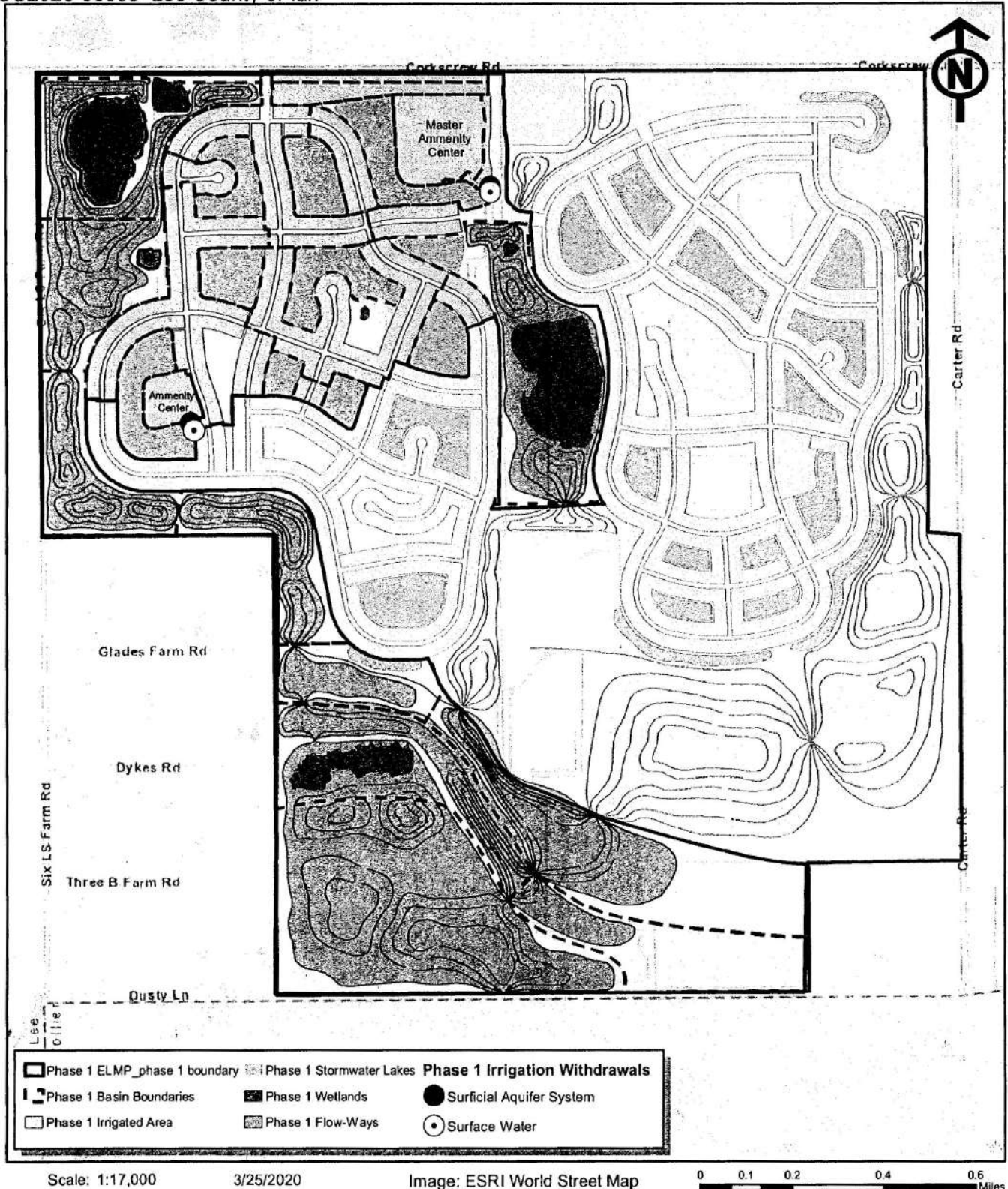
Table 3
Phase 1 Groundwater Quality Analytes

Field Parameters					
Parameter	Units	Precision (%RPD)	Accuracy (%Recovery)	MDL	Sampling Frequency
Temperature	Deg C	FT 1000-1	FT 1000-1	0.1	Semi-annually
Specific Conductance	µmhos/cm	FT 1000-1	FT 1000-1	1	Semi-annually
pH	SU	FT 1000-1	FT 1000-1	0.01	Semi-annually
Water Table Aquifer Elevation	ft NGVD	NA	NA	0.01	Semi-annually
Laboratory Parameters (Herbicides)					
Chloride	mg/L	0-20	90-110	1	Semi-annually
Endothall	µg/L	0-20	90-110	9	Semi-annually
Glyphosate	µg/L	0-20	90-110	6	Semi-annually
Diquat	µg/L	0-20	90-110	0.4	Semi-annually

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Notes:

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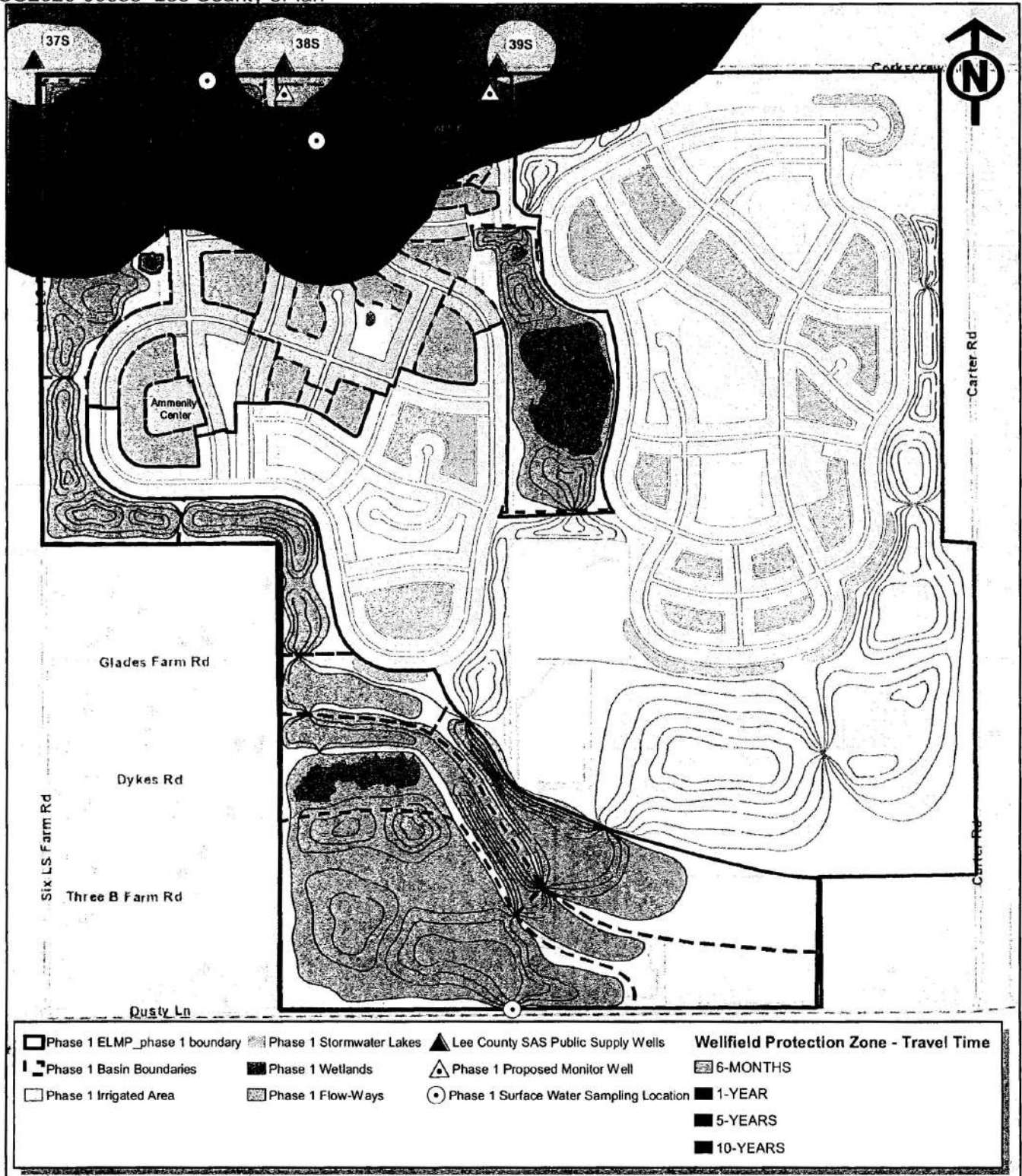


Progressive Water Resources has provided the images or data presented in this map for informational purposes only. This data is not intended to be used in lieu of official survey data provided by a Professional Surveyor licensed by the State of Florida

Figure 1
Phase 1
Proposed Residential Development
and Irrigation Withdrawals
Verdana Village
Lee County, Florida


Progressive Water Resources
Integrated Water Resource Consultants

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Scale: 1:17,000

3/25/2020

Image: ESRI World Street Map

0 0.1 0.2 0.4 0.6 Miles

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Figure 2
Phase 1
Proposed Surface Water Sampling,
Monitor Wells and Wellfield
Protection Zone Travel Times
Lee County, Florida


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Integrated Water Resource Consultants

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APPENDIX A

Example of Deep Lake Aeration Device



Vertex Water Features Pond and Lake Aeration BOTTOM AERATION

With
Vertex
MicronBubble™
Technology



AIR3 XL2

Cabinet shown is representative, actual system may be different.

AIR3 XL2™

The Vertex Air3 XL2™ pond aerator is a super-efficient, affordable and safe system. In a typical pond, an Air3 XL2™ can aerate approximately 3-4 acres depending on shape, slope, oxygen demand and other factors. A 1/2hp (0.37kW) Brookwood™ SafeStart™ compressor, housed in our rustproof aluminum outdoor cabinet, feeds three bottom mounted CoActive AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for any type of water recreation.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.



FEATURES

AIRSTATIONXL2™

- ♦ Total pumping capacity of up to 11,400 GPM
- ♦ Six 9" flexible membrane discs with MicronBubble™ technology
- ♦ Shallow water Airstation optional for depths lower than 8'
- ♦ Self-cleaning, low maintenance
- ♦ Powder-coated stainless steel self-sinking base unit designed to prevent sinking into soft bottom sediments
- ♦ 5-year "No Questions" warranty

BROOKWOOD™ COMPRESSOR

- ♦ 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- ♦ Vertex SafeStart™ Technology
- ♦ UL, 115v or 230v, 35 Max PSI
- ♦ Thermal overload protection
- ♦ 1/2hp (0.37kW): low electrical costs
- ♦ 2-3 year extended duty cycle between scheduled maintenance

QUIETAIR™ CABINET

- ♦ Class "A" GFCI protection on all 115v circuits
- ♦ Powder coated aluminum for a durable attractive finish
- ♦ High capacity 290 CFM fan
- ♦ Easy access design with cam lock
- ♦ Easy plug-in connection to waterside electrical service
- ♦ Disconnect switch
- ♦ Heavy duty, light weight mounting pad included
- ♦ Sound dampening kit optional
- ♦ Limited lifetime warranty against rust

BOTTOMLINE™ TUBING

- ♦ Over-sized I.D. for high flow
- ♦ Self-weighted for easy installation
- ♦ Available in 100' and 500' increments
- ♦ 15-year Vertex warranty

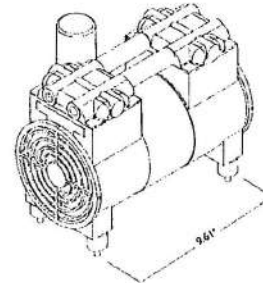
BENEFITS TO THE LAKE

- ♦ High pumping rate easily penetrates stratification layers
- ♦ Circulates entire water column
- ♦ Increases oxygen levels throughout water column
- ♦ Promotes beneficial bacteria growth
- ♦ Prevents low oxygen fish kills
- ♦ Reduces nutrient levels and associated algae growth
- ♦ Oxidizes/reduces bottom muck
- ♦ Expands oxygenated habitat for improved fisheries
- ♦ Reduces aquatic midge and mosquito insect hatches
- ♦ Eliminates foul odors from undesirable dissolved gases
- ♦ Safe entry – no electricity in the water
- ♦ Extremely energy efficient

SPECIFICATIONS: AIR3XL2™ LAKE AERATION SYSTEM

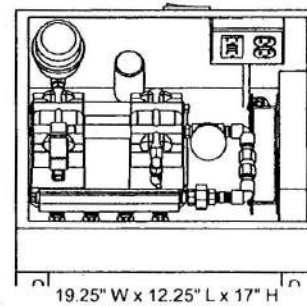
BROOKWOOD™ COMPRESSOR

1/2hp (0.37kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2 to 3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).



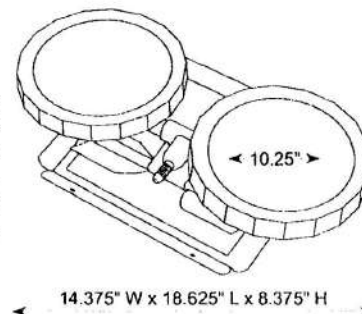
QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class A GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



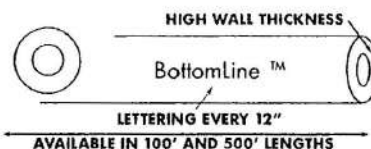
AIRSTATION XL2™ ASSEMBLY

Diffuser station consists of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station base unit is made of powder-coated stainless steel and designed to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements. AirStations are independently tested and verified to provide stated pumping rates. 5-year warranty.



BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



Vertex Water Features
Pond and Lake Aeration

(844) 432-4303 • info@vertexwaterfeatures.com
www.vertexwaterfeatures.com

Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.

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APPENDIX B

Lee County Fertilizer Ordinance No. 08-08

LEE COUNTY FERTILIZER ORDINANCE (08-08)

APPLICATION: This ordinance applies to anyone performing lawn care and maintenance on turf and/or landscape plants within unincorporated Lee County as a "professional landscape business" or an "institutional landscaper". This ordinance does not apply to individual homeowners who perform their own landscape maintenance.

EFFECTIVE DATE: This ordinance goes in to effect on May 13, 2009.

REGISTRATION:

- All professional landscape businesses must register with Lee County prior to performing landscaping within unincorporated Lee County. At least one (1) employee must be a Certified Professional Landscaper. Proof of completion of a Lee County approved BMP training program must be provided to the Division of Lee County Natural Resources. At least one (1) BMP trained employee must be on site while fertilizers are applied. A registration decal provided by the division must be displayed on all company vehicles. NOTE: An example of a professional landscape business is any company you hire to perform landscaping at your home.
- All institutional landscapers must follow the same registration guidelines as professional landscape businesses with the exception of displaying a registration decal on company vehicles. NOTE: An example of an institutional landscaper is the in-house landscape maintenance staff at Shadow Wood.



TRAINING & CERTIFICATION:

- Florida Green BMP training & certification can be completed through the Lee County Extension Service. This must be done prior to registration.
- Non-professional landscapers are not required to complete the Florida Green BMP training & certification, but are strongly encouraged to participate in the University of Florida IFAS Florida Yards & Neighborhoods Outreach & Public Education Program. This applies to individual owners of single-family residential units who perform lawn care and maintenance on turf and/or landscape plants.

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TIMING OF FERTILIZER APPLICATION: Fertilizers containing Nitrogen (N) and/or Phosphorus (P) may not be applied on turf and/or landscape plants from June 1 through September 30.

FERTILIZER CONTENT/APPLICATION RATE:

- Phosphorus (P) in any fertilizer may not exceed a rate of 0.25 lb. per 1,000 sq. ft. per application.
- Phosphorus (P) in any fertilizer may not exceed a rate of 0.50 lbs. per 1,000 sq. ft. per year.
- All fertilizers applied must contain at least 50% slow release nitrogen (N).
- Nitrogen (N) in any fertilizer may not exceed a rate of 4 lbs. per 1,000 sq. ft. per year.

IMPERVIOUS SURFACES: No fertilizers should be deposited, intentionally or accidentally, on an impervious surface such as a driveway, sidewalk or street.

BUFFER ZONES: No fertilizers shall be applied on turf and/or landscape plants within ten (10) feet of a water body, seawall or wetland. (See Florida DEP chapter 62-340)

MODE OF FERTILIZER APPLICATION: When using a rotary spreader, use of a deflector shield is required to deflect fertilizers away from water bodies, seawalls and wetlands.

LOW MAINTENANCE ZONES (NO MOW): A voluntary six (6) foot low maintenance zone is strongly recommended from any water body, seawall or wetland.

GRASS CLIPPINGS/VEGETATIVE MATERIAL: No grass clippings or vegetative materials shall be deposited into storm drains, ditches, water bodies, roadways or other impervious surfaces.

EXEMPTIONS (ordinance does not apply to):

- New landscaping in place for less than sixty (60) days.
- Vegetable gardens as long as they are not within fifteen (15) feet of a water body, seawall or wetland.
- Yard waste, compost or mulches applied to improve the soil.
- Reclaimed water used for irrigation which usually contains high amounts of nitrogen and phosphorus.
- Farm operations.
- Pastures used for grazing livestock.
- Golf courses.
- Specialized turf areas (parks, cemeteries, athletic fields, golf practice areas).

ENFORCEMENT & PENALTIES:

- This ordinance shall be enforced by designated Lee County officials and/or inspectors.
- First violation...\$100.00
- Second violation...\$250.00
- Third and subsequent violations...\$500.00



APPENDIX C

Lee County Wellfield Protection Ordinance No. 07-35

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ORDINANCE NO. 07-35

AN ORDINANCE AMENDING LEE COUNTY LAND DEVELOPMENT CODE, CHAPTER 14, ARTICLE III, REGARDING WELLFIELD PROTECTION; PROVIDING FOR STATUTORY AUTHORITY AND SCOPE OF ARTICLE (§14-201); PURPOSE AND INTENT OF ARTICLE (§14-202); AMENDING DEFINITIONS OF "AQUIFER", "DIVISION", "GROUNDWATER", "MONITOR WELL", "PROTECTION ZONE MAPS", "PUBLIC POTABLE WATER SUPPLY WELLFIELD", "TOXIC SUBSTANCES", "WELL"; REPEALING DEFINITION OF "EXTRACTION PROCEDURE TOXIC MATERIAL"; CREATING DEFINITION FOR "F.A.C.", "POLLUTANT", "PROPOSED PUBLIC WATER SUPPLY WELL", "SANITARY HAZARD" (§14-203); AMENDING CONFLICTING PROVISIONS (§14-205); EFFECTIVE DATE OF ARTICLE AND RETROACTIVE APPLICATION TO EXISTING ACTIVITIES (§14-206); REPEALING THE SUNSET PROVISION (§14-207); AMENDING APPLICABILITY OF ARTICLE (§14-208); EXEMPTIONS FROM ARTICLE (§14-209); VESTED RIGHTS (§14-210); PROTECTION ZONE MAPS (§14-212); REGULATED HAZARDOUS OR TOXIC SUBSTANCE AND SANITARY HAZARDS (§14-213); PROHIBITED AND REGULATED ACTIVITIES WITHIN PROTECTION ZONES (§14-214); ABANDONED WELLS (§14-215); CRITERIA FOR ESTABLISHING PROTECTION ZONES (§14-216); ADOPTING PROVISIONS RELATED TO AQUIFER STORAGE AND RECOVERY WELLS (§14-219); AMENDING AUTHORITY AND DUTIES OF NATURAL RESOURCES DIVISION (§14-241); CLOSURE PERMIT (§14-245); BOND (§14-246); RECONSTRUCTION OF DAMAGED FACILITIES (§14-249); EXCEPTIONS TO PERMIT REQUIREMENTS (§14-250); INSPECTIONS AND ENFORCEMENT GENERALLY (§14-252); RESPONSIBILITY FOR CLEANUP OF REGULATED SUBSTANCES AND LIABILITY FOR DAMAGES (§14-253); FEES (§14-256); ESTABLISHING APPENDIX N CONSISTING OF THE WELLFIELD PROTECTION ZONE MAPS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 125.01(1)(h) authorizes counties to establish, coordinate, and enforce zoning regulations necessary for the protection of the public; and

WHEREAS, the Board of County Commissioners adopted the Lee County Land Development Code, which contains regulations applicable to the development of land in Lee County; and

WHEREAS, Florida Statutes, Chapters 376 and 403, Part VI, require the County to establish rules and procedures for the protection of public drinking water supplies from contamination by all manner of pollutants; and

WHEREAS, Florida Statutes §163.3202(2)(c) requires local land development codes to provide specific regulations implementing Comprehensive Plan provisions to provide for the protection of potable water wellfields; and

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WHEREAS, Goal 24 of the Lee County Comprehensive Land Use Plan (Lee Plan) mandates that the County maintain clear, concise, and enforceable development regulations that fully address on-site and off-site development impacts, yet function in a streamlined manner; and

WHEREAS, the Board of County Commissioners of Lee County, Florida, adopted the Lee County Wellfield Protection provisions in order to protect existing public potable water supply wells from the potentially irreversible and adverse effects of bacterial and chemical contamination from abandoned wells and sanitary hazards; and to control the storage, handling and use of hazardous or toxic substances within certain distances from wellfields; and

WHEREAS, Goal 63 of the Lee Plan requires the County to protect the groundwater supply from activities that have the potential to degrade or deplete the supply; and

WHEREAS, Lee Plan Policies 14.5.3, 24.1.9, 52.1.1 and 110.6.2 require County staff and private citizen committees to review existing development regulations to determine whether the regulations can be further fine tuned and streamlined in order to meet the goals, objectives and policies of the Lee Plan; and

WHEREAS, the Land Development Code Advisory Committee was created by the Board of County Commissioners to explore amendments to the Land Development Code; and

WHEREAS, the Land Development Code Advisory Committee has reviewed the proposed amendments to the Code and recommended their adoption; and

WHEREAS, the Executive Regulatory Oversight Committee reviewed the proposed amendments to the Code and recommended their adoption; and

WHEREAS, the Local Planning Agency reviewed the proposed amendments on September 24, 2007, and found them consistent with the Lee Plan, as indicated.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Lee County, Florida, that:

**SECTION ONE: AMENDMENT TO LEE COUNTY LAND DEVELOPMENT CODE
CHAPTER 14**

Lee County Land Development Code Chapter 14, Article III is hereby amended as follows with deleted text identified by strike through and added text identified by underlining.

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Chapter 14

ENVIRONMENT AND NATURAL RESOURCES

ARTICLE III. WELLFIELD PROTECTION

DIVISION 1. GENERALLY

Sec. 14-201. Statutory authority; scope of article.

(a) Pursuant to the authority granted by F.S. ch. 125 and F.S. § 163.3202(2)(c), the standards, rules and regulations set forth in this article have been promulgated and approved by the Board of County Commissioners and apply to all abandoned wells and to certain public utility potable water supply wellfields in the unincorporated area of the county unincorporated Lee County.

(b) The regulations set forth in this article apply to all areas surrounding a wellfield and designated as wellfield protection zones on the adopted protection zone map.

Sec. 14-202. Purpose and Intent of article.

(a) In order to properly protect ~~certain~~ existing potable water supply wellfields in the within unincorporated area of the county Lee County, the Board of County Commissioners declares that the storage, handling, use or production of hazardous substances ~~or~~ toxic substances or sanitary hazards and the location of abandoned wells in close proximity to public utility potable water supply wells is potentially harmful to the drinking water of the county, and that abandoned wells and certain land uses and activities involving hazardous substances, ~~or~~ toxic substances or sanitary hazards are hereby prohibited or regulated within certain defined protection zones around public utility potable water supply wellfields in the unincorporated area of the county.

(b) The intent of this article is further to safeguard the public health, safety and welfare of the residents of the county by providing criteria for the regulation of activities ~~which that~~ may allow the entrance of brackish water into identified protection zones surrounding existing wellfields, and prohibiting or regulating hazardous substances, ~~or~~ toxic substances or sanitary hazards within identified protection zones surrounding such wellfields, thereby protecting existing public potable water supply wells from contamination. ~~The provisions of this article apply only to the unincorporated areas of the county.~~

(c) This article is intended to supplement the rules and regulations promulgated by the State and Federal government concerning groundwater supplies, wellheads, public drinking water, potable water, monitoring, sanitary hazards and similar public water supply provisions. These regulations include, but are not limited to: Florida Administrative Code Chapters 5E-2, 5E-9, 40E-3, 62-521, 62-522, 62-550, 62-555, 62-610, 62-730, 62-731 and 62-761; Code of Federal Regulations Title 40, Chapter I, Subchapter D - Part 122, Subchapter I- Part 261, and Subchapter J - Part 302; and Florida Statutes Chapter 376.

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(d) The purpose of this article is to provide protection to potable water wellfields that are permitted to pump a minimum of 1,000,000 gallons of water per day.

Sec. 14-203. Definitions.

The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aquifer means an underground water-bearing a geologic formation, sufficiently group of formations, or a part of a formation, containing sufficient saturated permeable material to yield useful quantities of ground water to wells, and springs, or surface water (see rule 17-24.020(12) Rule 40E-3.201(3), and the Lee County Well Code 62-520.200(2), Florida Administrative Code F.A.C.).

Division means the division of natural resources management of the county- Lee County Natural Resources Division (NRD), and any succeeding agency entity authorized to perform similar functions or duties.

EP (extraction procedure) toxic material means a substance determined to be toxic as defined under the EPA Resource Conservation and Recovery Act criteria (40 CFR 261.24).

F.A.C. means the Florida Administrative Code.

Groundwater means the water below that occurs below the land surface in a zone wherein all of the interstices are filled with water (see 17-28.120(33), Florida Administrative Code); where the pore spaces in the subsurface formations are fully saturated and under atmospheric or greater pressure.

Monitor well (also known as an observation well) means a well used primarily to monitor hydrologic parameters such as water levels or water quality (see F.A.C. rule 40E-3.021(19), Florida Administrative Code).

Pollutant means the presence in the outdoor atmosphere or waters of the state of any substances, contaminants, noise, or man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or levels that are or may be potentially harmful or injurious to animal or plant life, human health or welfare, or property, including outdoor recreation. (See Rule 62-520.200 (13), F.A.C.)

Proposed public water supply well means a well not yet constructed but either identified in a water use permit application submitted to the South Florida Water Management District (SFWMD) or identified in an existing water use permit granted by the SFWMD.

Protection zone maps means maps showing the location on the ground of the outer limits of protection zones for present public utility potable water supply wells and wellfields

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~~which that~~ are permitted to pump a minimum of 1,000,000 gallons of water per day or more. ~~The Florida Cities Waterway Estates Wellfield are not being included within the protections established by this article or depicted on the protection zone maps.~~

Public potable water supply wellfield ~~with the exception of the Florida Cities Waterway Estates Wellfield,~~ means a tract of land containing a well (or group of wells) for which that is the subject of a consumptive use permit has been issued by the South Florida Water Management District; ~~which are is~~ in use and ~~are~~ providing water for public consumption; and, ~~which are is~~ the subject of an agreement between the county and the public utility operating the well (or group of wells) whereby the utility contributes its pro rata share of the administration and enforcement costs of this article. For brevity, the term "wellfield" refers to a public potable water supply wellfield.

Sanitary hazard means a physical condition that involves or affects any part of a drinking water system or the raw water source, and that creates an imminent or potentially serious risk to the health of any person who consumes water from that system. (See F.A.C. Rule 62-550.200(75)).

Toxic substances or material means a hazardous wastes as defined in chapter 17-730 62-730.020, Florida Administrative Code 40 CFR 261.3; hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, PL 96-510, 94 Stat. 2767 40 CFR 302; a pollutant as defined in F.S. ch. §376.031(16); a substance which that is or is suspected to be carcinogenic, mutagenic, teratogenic or toxic to human beings, or to be acutely toxic as defined in rule 17-3.021(1); Florida Administrative Code F.A.C. Rule 62-302.200(1); or a substance which that poses a serious danger to the public health, safety or welfare (see rule 17-7510(35), Florida Administrative Code).

Well means any excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise constructed when the intended use of ~~such the~~ excavation is to conduct groundwater from a source bed to the surface, by pumping or natural flow, when groundwater from ~~such the~~ excavation is used or ~~to be used intended for use in~~ a public utility potable water supply wellfield system (see F.A.C. Rule 17-7510(35) 62-550.200(104), Florida Administrative Code).

The balance of the definitions remain unchanged.

Sec. 14-205. Conflicting provisions.

Whenever the requirements or provisions of this article are in conflict with or less restrictive than the requirements or provisions of any other lawfully adopted ordinance or statute, the more restrictive requirements apply.

Sec. 14-206. Effective date of article; retroactive application to existing activities.

The requirements and provisions of this article ~~will apply immediately upon the effective date of this article to~~ all existing activities regulated under this article ~~in the within~~

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~~unincorporated area of the county Lee County and relate back to September 1, 1989. Existing activities include all activities that were issued a approved by the County under a valid building permit or occupational license or for which a completed building permit or occupational license application was filed and accepted by the appropriate department or jurisdiction on or after September 1, 1989.~~

Sec. 14-207. ~~Sunset provision:Reserved.~~

~~(a) — The Board of County Commissioners has adopted this article for the purpose of providing interim protection to existing potable water wellfields which are permitted to pump 1,000,000 gallons of water or more per day. The county is a member of the Lee County Regional Water Supply Authority. The authority has been established as an independent special district in part to ensure the protection of the public potable water supply. Potable water wellfields make up a portion of the available public potable water supply. In adopting this article, the board has taken the first step in the establishment of the authority and in providing an overall program for the protection of the public water supply. This article is conceived as a part of that program.~~

~~(b) — In order to ensure that the wellfield protection efforts of the county are incorporated into any overall program to protect the public potable water supply. This article will remain in full force and effect until the board adopts an ordinance repealing these provisions either expressly or by implication.~~

Sec. 14-208. Applicability of article.

(a) This article only applies to a particular land use or activity, whether that land use or activity is classified as a residential or commercial use, when:

- (1) The aggregate sum of all quantities of any one regulated substance on a given parcel or in a certain building exceeds 110 gallons if the substance is a liquid, or 1,110 pounds if the substance is a solid; or
- (2) No single substance exceeds the limits referenced in subsection (a)(1) of this section but the aggregate sum of all regulated substances present on a given parcel or in a given building exceeds 110 gallons if the substances are liquids, or 1,110 pounds if the substances are solids.

(b) Where regulated substances are dissolved in or mixed with nonregulated substances, only the actual quantity of the regulated substance present will be used to determine compliance. Where a regulated substance is a liquid, the total volume of the regulated substance present in a solution or mixture of the substance with other substances will be determined by volume percent composition of the regulated substances.

(c) This article applies to all storage facilities for petroleum products which are not regulated by F.S. §376.317 or F.A.C. chapters ~~47-64~~ 62-761 and 62-762, Florida Administrative Code.

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- (d) This article applies to sanitary hazards.

Sec. 14-209. Exemptions from article.

(a) *General exemption.* Certain existing or proposed public and quasipublic land uses and activities may be declared exempt from the provisions of this article by the Board of County Commissioners. This exemption will be granted only upon a finding made by the board in a public meeting that the existing or proposed land use or activity serves an overriding public need which overrides the intent and purpose of this article and that it would be economically impractical or scientifically impossible for the land use or activity to comply with the requirements of this article or be relocated to an area outside of the protection zones established by this article. ~~When declaring such an exemption, the Board of County Commissioners will limit the exemption to the extent necessary to enable the existing or proposed public or quasipublic land use or activity in question to be conducted within a protection zone while still serving the intent and purpose of this article to the extent which is economically practical and scientifically possible. The~~ As a basis for granting the exemption, the board may attach any impose conditions to the grant of any exemption that it deems appropriate on the proposed land use or activity that are designed to ensure compliance with the provisions of this article to the greatest extent possible.

(b) *Special exemptions.* The following activities or uses are exempt from the provisions of sections 14-214(a)(2), 14-214(b)(2), 14-214(c)(2) and 14-214(d)(2):

- (1) *Application of pesticides.* The application of ~~those~~ regulated substances used as pesticides, herbicides, fungicides and rodenticides in recreation, agriculture, pest control and aquatic weed control activities ~~will be is~~ exempt from the provisions of this article provided that:
 - a. Application of the substance ~~must be is~~ in strict conformity with the use requirement ~~as set forth in the EPA registry for that substance and as indicated on the containers in which the substances are sold;~~
 - b. The application ~~must be is~~ in strict conformity with the requirements ~~as set forth in F.S. chs 482 and 487, and F.A.C. chapters 5E-2 and 5E-9, Florida Administrative Code;~~
 - c. The application of ~~any of the~~ pesticides, herbicides, fungicides and rodenticides ~~will be is~~ flagged in the records of the certified operator supervising the use. The certified operator must provide ~~specific notification in writing~~ written notice to the applicators under his supervision indicating that they are working at a site located in protection zone 1, 2, 3, or 4, ~~for which and~~ particular care is required. Records ~~will must~~ be kept of the date and amount of ~~those regulated~~ substances applied at each location, ~~and the~~ These records ~~will must~~ be available for inspection at reasonable times by the division; and

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- d. All nonresidential applicators of pesticides, herbicides, fungicides and rodenticides who apply those applying regulated substances must obtain an a single operating permit covering all application operations under one permit for using those regulated materials and comply with all the requirements as set forth in the regulations promulgated pursuant to this article.
- (2) *Continuous transit.* The transportation of any regulated substance ~~will be is~~ exempt from the provisions of this article provided that:
 - a. The transporting motor vehicle is in continuous transit as defined in section 14-203; or
 - b. The transport of ~~such regulated~~ substances through existing permanent pipelines within zones 1, 2 and 3 is in accordance with the applicable regulations ~~applicable to protection zone 1, 2, and 3~~ requirements within those respective zones. In protection zone 4 ~~such transport activity is exempt provided that the currently authorized the permitted uses and activities are not changed and provided that the~~ leak detection and monitoring procedures as approved by the division are employed.
- (3) through (6). *No change.*
- (7) *Construction activities.* ~~Constructing, repairing or maintaining any~~ The construction, repair or maintenance of a facility or improvement on lands within any protection zone and earth mining within any protection zone will be is exempt from the provisions of this article provided that all contractors, subcontractors, laborers, material men and their employees using, handling, storing or producing regulated substances ~~within any protection zone use the applicable best management practices provided set forth in section 14-217.~~ No operating permit is required.
- (c) *Administrative exemption.* Any person affected by this article may petition the division for an administrative exemption from the prohibitions and monitoring requirements ~~of this article, provided that the person demonstrates by a preponderance of The petition must set forth competent, substantial evidence that indicating: (1) special or unusual circumstances exist that support a waiver of the prohibition or monitoring requirements; and, (2) and adequate the technology exists that will be employed to isolate the facility or activity from the potable water supply in the event of a spill. In granting an The grant of an administrative exemption, the division may attach any appropriate include conditions and safeguards which are the division deems necessary to protect the wellfield.~~

Sec. 14-210. Vested rights.

- (a) Notwithstanding any provision of this article to the contrary, any proposed or existing land use or activity ~~which has that~~ obtained county approval prior to September

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1, 1989, ~~will be allowed to~~ may develop consistent with the development approval ~~only after provided an operating permit for the land use or activity has obtained an operating permit is issued and remains viable.~~ For purposes of applying this section, only the following approvals will be considered:

- (1) A final development order;
- (2) A certificate of occupancy;
- (3) A general excavation permit;
- (4) A building permit; or
- (5) A certificate of completion.

The judicially recognized standards of equitable estoppel will be applied to determine if a development ~~should~~ will be allowed to develop consistent with prior development approval.

(b) Mining operations ~~which have that~~ received development approvals prior to ~~the effective date of this article~~ September 1, 1989 will be permitted to continue with the previously approved phased activities so long as the activities are consistent with the prior approvals granted prior to September 1, 1989, the approval remains viable, and no excavation occurs within 500 feet of a wellhead. Development approvals for mining include ~~having obtained~~ zoning approval either as an IPD or as a special exception ~~to in~~ the AG-2 zoning district, in addition to any other approvals listed in subsection section 14-211(a) of this section.

(c) ~~To the extent that an approved development can obtain any o~~Operating permits ~~consistent with this article without conflicting with the~~ for specific uses or development based upon design and construction specifications approved prior to ~~the effective date of this article~~ September 1, 1989, full compliance with the operating permit requirements ~~will be required~~ must be consistent with the provisions of this article.

Sec. 14-212. Protection zone maps.

(a) *Adoption.* The protection zone maps, contained in appendix N, have been developed by the county and are hereby adopted by reference and made a part of this article. The official protection zone maps ~~will be placed~~ are on file at the division office. Reproductions of the maps ~~will be made~~ are available for sale a fee at the division offices, ~~the office of land information services or other appropriate county agency.~~ The protection zone maps are based on groundwater modeling performed by Water Resource Solutions Inc. and presented in a report titled "Lee County Utilities Supporting Documentation for the Wellfield Protection Ordinance Updated" dated March 2005 and revised April 2007.

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(b) *Interpretation of zone designation.* To determine the location of properties and buildings within ~~the~~ a particular protection zones delineated on the protection zone maps, the following rules ~~will~~ apply:

- (1) Properties located wholly within one protection zone, ~~as depicted~~ reflected on the applicable protection zone maps, ~~are~~ be governed by the restrictions applicable to that zone.
- (2) Properties having parts lying within more than one zone, ~~as reflected~~ depicted on the applicable protection zone maps, are governed by the restrictions applicable to the protection zone in which ~~each~~ that part of the property is located.
- (3) Where a travel time contour ~~which~~ that delineates the boundary between two protection zones passes through a building, the entire building is ~~considered~~ deemed to be in the more restrictive zone.
- (4) Where ~~the~~ a building or portion thereof is overlapped by protection zones of different wells or wellfields, the most restrictive regulations apply.
- (5) Where a property or portion thereof is overlapped by protection zones of different wells or wellfields, the most restrictive of the regulations ~~will prevail~~ over the overlapped area apply.
- (6) Where the protection zone boundary intersects an open waterbody, the boundary will be extended to include the entire limits of that waterbody.

(c) *Annual Periodic review.* The protection zone maps will be reviewed ~~at least~~ annually by the division ~~at least every three to five years unless changes within a protection zone warrant earlier review of the zone maps.~~ Any ~~a~~ Amendments, additions or deletions to the maps ~~must will~~ be approved by the Board of County Commissioners as amendments to this article. Copies of the maps will be made available to the ~~appropriate divisions of the county and to the county health department, the Southwest Florida Regional Planning Council, the South Florida Water Management District and any other agency requesting the maps~~ public and reviewing entities upon request. The basis for amending the maps may include but is not limited to the following:

- (1) Changes in the technical knowledge concerning the aquifers of the county.
- (2) Changes in the pumping rate of wellfields.
- (3) Wellfield reconfiguration.
- (4) The addition of new wells to a wellfield.
- (5) Approval by the Board of County Commissioners of additional wellfields.

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Sec. 14-213. Regulated hazardous or toxic substances and sanitary hazards.

Regulated substances include, but are not limited to, those deleterious substances and contaminants which that have one or more of the following characteristics:

- (1) Substances, including degradation and interaction products, which because of quality, concentration or physical or chemical characteristics (including ignitability, corrosivity, reactivity and toxicity), infectious characteristics, radioactivity, mutagenicity, carcinogenicity, teratogenicity, bioaccumulative effect, persistence (nondegradability) in nature, or any other characteristic relevant to a particular material, that may cause significant harm to human health or the environment, including surface water and groundwater, plants or animals;
- (2) ~~Those s~~ Substances ~~set forth in the following lists, as amended from time to time: Lists of Hazardous Waste (identified as hazardous under 40 CFR part 261, subpart D); ,40 CFR 261, Appendix VIII-Hazardous Constituents; and EPA Designation Reportable Quantities and Notification Requirements for Hazardous Substances Under CERCLA (and 40 CFR 302);~~
- (3) Exhibit ~~any of the~~ characteristics of ignitability, corrosivity, reactivity or toxicity as identified in 40 CFR 261.20–261.24;
- (4) Are priority toxic pollutants listed in 40 CFR ~~422.24~~ 129 by the EPA;
- (5) Contain a degradation product which is toxic, including petroleum-based products;
- (6) Are restricted-use pesticides, as that term is used in F.S ch. 487, and ~~which are listed in F.A.C. chapters 5E-2 and 5E-9, Florida Administrative Code;~~
- (7) Contain brackish or saline water ~~which that~~ contains total dissolved solids in excess of 1,000 parts per million and chlorides in excess of 500 parts per million; ~~or~~
- (8) Are raw or partially treated sewage; or
- (9) Sanitary hazards.

Sec. 14-214. Prohibited and regulated activities within protection zones.

- (a) *Protection zone 1.*
- (1) *Prohibitions.* Except as provided in section 14-209, the following land uses or activities are prohibited in protection zone 1:

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- a. The use, handling, production or storage of regulated substances associated with land uses or activities regulated by this article in quantities greater than those set forth in section 14-208(a).
- b. Wastewater effluent disposal, except for public access reuse of reclaimed water and land application under the conditions set forth and as defined in F.A.C. chapter 17-640 62-610, part III, Florida Administrative Code. Where public access reuse is permitted the chloride content must be no greater than 500 milligrams per liter.
- c. Liquid waste disposal.
- d. Solid waste disposal.
- e. Earth mining within a 500-foot radius of an existing wellhead.

(2) *Regulations.*

- a. ~~Except as provided in section 14-209, all persons who engage in land uses or activities regulated under this article who store, handle, use or produce any of the regulated substances (excluding partially treated sewage from residential septic tank systems) within protection zone 1, in quantities greater than those set forth in section 14-208(a), will cease to do so within 90 days of the effective date of this article pursuant to the prohibitions set forth in this article, unless such persons obtain an operating permit authorizing the continuation of such land use or activity within the 90-day deadline. A closure permit (see section 14-245) will otherwise be obtained from the division and a timetable for discontinuance and closure must be submitted to the wellfield protection officer in accordance with the requirements of this article.~~

Except as provided in section 14-209, land uses or activities involving the storage, handling, use or production of regulated substances in quantities greater than those set forth in section 14-208 are prohibited within protection zone 1 unless an operating permit for the prohibited activity, issued on or before September 1, 1989, remains viable.

- b. The owners of any sanitary sewer, force main, gravity sewer or lateral must notify the division of any break in the sewer lines within 24 hours of ~~discovering such a break~~ discovery. The purpose of this requirement is to allow the division to monitor repairs to the line and any necessary cleanup activities.
- c. ~~Any s~~Stormwater or surface water discharges within this protection zone ~~will~~ must conform to existing South Florida Water Management

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District and state department of environmental protection rules, ~~as they may be amended or replaced.~~

- (b) *Protection zone 2.*
- (1) *Prohibitions.* Except as provided in section 14-209, the following land uses or activities are prohibited in protection zone 2:
 - a. The use, handling, production or storage of regulated substances associated with activities regulated by this article in quantities greater than those set forth in section 14-208(a).
 - b. Wastewater effluent disposal, except ~~that~~ public access reuse of reclaimed water and land application under the conditions set forth and as defined in F.A.C. chapter 47-640 62-610, part III, Florida Administrative Code, ~~will~~ may be permitted. Where public access reuse is permitted the chloride content ~~will~~ may be no greater than 500 milligrams per liter.
 - c. Liquid waste disposal.
 - d. Solid waste disposal.
 - e. Earth mining within a 500-foot radius of an existing wellhead.
- (2) *Regulations.* ~~Except as provided in section 14-209, all persons who engage in land uses or activities regulated under this article who store, handle, use or produce any of the regulated substances (excluding partially treated sewage from residential septic tank systems), or who own or undertake any of the activities regulated under this article will cease to do so within 90 days of the effective date of this article pursuant to the prohibitions set forth in this article, unless such persons obtain an operating permit authorizing the continuation of such land use or activity within the 90-day deadline. A closure permit will otherwise be obtained from the division and a timetable for discontinuance and closure must be submitted to the wellfield protection officer in accordance with section 14-245.~~
 - a. Except as provided in section 14-209, land uses or activities involving the storage, handling, use or production of regulated substances in quantities greater than those set forth in section 14-208 are prohibited within protection zone 2 unless an operating permit for the prohibited activity, issued on or before September 1, 1989, remains viable or, an administrative exemption is granted under section 14-208 to allow issuance of an operating permit under section 14-244.

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~~a date certain.~~ All operating permits must be renewed annually and will be subject to the conditions set forth in section 14-244.

- ~~c. Any s~~ Stormwater or surface water discharged within this protection zone will must conform to existing South Florida Water Management District and state department of environmental protection rules, ~~as they may be amended or replaced.~~

(d) *Protection zone 4.*

- (1) *Prohibitions.* Except as provided in section 14-209, ~~any all activity regulated by this article which stores, handles, uses or produces any involving the storage, use, handling or production of a regulated substance in quantities greater than those set forth in section 14-208(a), which does not obtain a valid operating permit as set forth in section 14-244, is prohibited in protection zone 4, unless a valid operating permit is obtained in accordance with section 14-244.~~

(2) *Regulations.*

- a. Except as provided in section 14-209, ~~any land uses or activity activities involving the storage, handling, production or use of regulated substances in protection zone 4, in existence on the effective date of this article, or any new land use or activity established thereafter, must obtain an be conducted in accordance with a valid operating permit issued pursuant to section 14-244.~~
- b. ~~Within 90 days of the effective date of this article, all persons who engage in land uses or activities regulated by this article within protection zone 4 who store, handle, use or produce any regulated substances will obtain an operating permit from the division and will comply with the provisions of this article and the regulations promulgated pursuant to this article. All operating permits must be renewed annually.~~
- ~~c. Any s~~ Stormwater or surface water discharged within this protection zone will must conform to existing South Florida Water Management District and state department of environmental protection rules, ~~as they may be amended or replaced.~~

(e) *Sanitary Hazard Zone.* Sanitary hazards are prohibited within a 100 foot radius around an existing or proposed public water supply well.

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Sec. 14-215. Abandoned wells.

~~(a) The division will initiate a program that will result in the plugging of any wells that have been abandoned and that lie within the ten-year travel time of any well or wellfield protection zone as well as the Mid-Hawthorne Aquifer System. The program will include:~~

~~(1) An inventory, to be conducted by the division, of all known abandoned or out-of-use wells lying within the ten-year travel time of any well or wellfield regulated by this article in the unincorporated area of the county;~~

~~(2) A procedure for notifying by registered mail the owners of properties within whose boundaries such abandoned wells are located. The property owners will be notified within 30 days of the discovery of such wells. The letter of notification will include but not be limited to the following:~~

~~a. Notice that an abandoned well exists on his property and that the county plans to properly plug the well.~~

~~b. Approximate dates during which the county will plug the well and that county staff will require access to the property.~~

~~(b) Abandoned wells on any property lying within the ten-year travel time zone of any well regulated by this article will be physically plugged in accordance with the provisions of Lee County Ordinance No. 87-7 of the county, as amended, renumbered or replaced 06-09, section 9.3.4.~~

Sec. 14-216. Criteria for establishing protection zones.

(a) *No change.*

(b) The protection zones indicated on the protection zone maps are the planar geometric union of the largest of the travel time protection zones determined as follows:

(1) through (4) *No change.*

(5) Lower Hawthorne (Floridan) aquifer system. Lower Hawthorne ten-year: The land situated between existing or proposed water supply wells and the ten-year travel time contour.

(c) The aquifers referenced in this article are identical to those listed in the report titled "Final Report, Wellfield Protection Modeling, Lee County, Florida," Camp, Dresser and McKee, Inc., November 1987: "Lee County Utilities Supporting Documentation for the Wellfield Protection Ordinance Update" Water Resource Solutions, March 2005 and updated April 2007.

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Sec. 14-219. Aquifer storage and recovery wells.

The installation of a water supply well is prohibited within 500 feet of an existing or permitted aquifer storage and recovery well, unless confinement exists between the production zone of the water well and the storage/production zone of the aquifer storage and recovery well.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Sec. 14-241. Authority and duties of ~~division of natural resources management~~ Natural Resources Division.

(a) ~~The division of natural resources management~~ Natural Resources Division will administer and enforce the provisions of this article.

(b) The division will perform the following duties:

(1) The division director will recommend revisions and amendments to this article as necessary.

(2) The division will make continuing studies and periodic reports and recommendations for the improvement of wellfield protection controls ~~throughout the unincorporated area of the county,~~ and work in cooperation with federal, state and local agencies and groups interested in ~~the field of~~ wellfield protection.

(3) through (7) *No change.*

Sec. 14-245. Closure permit.

(a) *Required Information.* Closure permit applications must provide the following information:

(1) A schedule of events to complete the closure of land use or activity that does or did store, handle, use or produce regulated substances. ~~As a~~ At minimum, the application ~~will~~ must address the following:

a. through c. *No change.*

(2) and (3) *No change.*

(b) through (d) *No change.*

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Sec. 14-246. Bond.

(a) ~~Upon adoption of an appropriate county administrative code, no permit required under this article will be issued unless there is filed at the time of application, except in the case of an application by a political subdivision or agency of the state, a cash bond, rate bond or letters of credit with a corporate~~ As a condition of permit issuance, the division may require a surety, in the form of a performance bond, letter of credit or escrow agreement, in an amount required by that code deemed appropriate by risk management or the division to ensure that:

- (1) The permittee will operate its activities or closure of such activities, as applicable, in accordance with the conditions and requirements of this article and permits issued under this article.
- (2) The permittee will reimburse the county for any and all expenses and costs ~~which the county incurs as a result of the permittee failing to comply with the conditions and requirements of this article.~~

(b) ~~Before a bond or letter of credit is accepted by the division as being in compliance with this section, the~~ A bond or letter of credit must be reviewed and approved by the county attorney's office and then be filed with the clerk of the Board of County Commissioners prior to issuance of the permit.

(c) The bond or letter of credit required by this section must be kept in full force and effect for the term of the permit ~~and for plus~~ one year after voluntary cessation of activities permitted under this article or expiration or revocation of the permit. Failure to keep a bond or letter of credit in full force and effect as required in this section is grounds for revocation of the underlying permit or exemption and may result in a fine against the property or violator.

Sec. 14-249. Reconstruction of damaged facilities.

(a) ~~Reconstruction of any portion of a structure or building in which there is any accommodating a land use or activity subject to the provisions of this article and which is damaged by fire, vandalism, flood, explosion, collapse, wind, war or other catastrophe must be in strict conformity compliance with this article. This requirement will be imposed whether the damage was caused by fire, vandalism, flood, explosion, hurricane, wind, war or other catastrophe.~~

(b) Within 90 days of the receipt of written notice from the division, all existing land uses or activities regulated by this article ~~which that~~ use, handle, store or produce regulated substances will must file an application for an operating permit. ~~Any such If the land use or activity which fails to apply for an operating permit within the 90 day time frame, then an application will file for a closure permit or exemption must be filed within 120 days of the receipt of written notice from the division. The permit application must be prepared and signed by a professional engineer registered in the state or professional geologist~~

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licensed in the state. Within 30 days of receipt of the notice from the division, the owner or operator will must file with the division proof of retention of the engineer or geologist. If application is made for an operating permit, ~~such the~~ permit will be issued ~~of or~~ denied within 60 days ~~of the filing of the completed~~ after a complete application is filed. If the application for an operating permit is denied, then the activity must cease within 12 months of the denial and an application for a closure permit will must be filed with the division within 120 days of the denial of the operating permit.

Sec. 14-250. Exceptions to permit requirements.

(a) *Eligibility.* Activities with adequate technology to isolate the land use or activity from the potable water supply and protect the wellfield may apply for a special exception from the operating or closure permitting requirements of this article.

(b) *Procedure for granting exception.*

(1) *Application generally.*

a. A special exception application claiming special or unusual circumstances and adequate protection technology may be filed with the division. It ~~will~~ must be signed by the applicant and a professional engineer registered in the state or a professional geologist licensed in the state.

b. ~~Such application will~~ Applications must contain a concise statement by the applicant detailing the circumstances ~~which~~ the applicant feels ~~would~~ entitle him to a special exception.

c. ~~A~~ The application must be accompanied by the appropriate fee as determined by the applicable administrative code must be filed with the application to defray the costs of processing such application.

(2) *Contents of application.* The application for a special exception must contain but ~~is not be~~ limited to the following elements:

a. ~~The application must include a~~ A description of the situation at the site requiring isolation from the wellfield, including:

1. A list of the regulated substances in use at the site.

2. A clearly legible site plan of the facility, including drawn at an appropriate scale and detailing all storage, piping dispensing, shipping, etc., facilities; travel time contours as identified on the protection zone maps; and, the limits of sanitary hazard zones.

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3. A description of the operations at the facility ~~which would involve~~ involving regulated substances ~~which that~~ must be isolated from the wellfields.
 4. The location of all operations involving regulated substances.
 5. A sampling and analysis of the groundwater on the site of the activity seeking a special exception, to determine if any regulated substances are already present which that constitute a threat to the water supply.
 6. An analysis of the affected well showing whether or not ~~such the~~ well is already contaminated by any regulated substances and the extent of such contamination.
 7. A hydrogeologist's assessment of the site, ~~which must~~ addressing, as a at minimum, soil characteristics and groundwater level, groundwater directional flow and quality.
- b. The application must include a technical proposal to achieve the required isolation, including:
1. The components to be used and their individual functions.
 2. The system tying the components together.
 3. A discussion and documentation, such as published technical articles, substantiating the performance and reliability of the components individually and the system as a whole. If the system has not been field-tested, a discussion and laboratory test documentation to substantiate the proposal performance and reliability of the system must be included.
 4. Details of the specific plans to install the system at the site.
- c. If the proposed system does not have a proven history of successful in-field operation, it may still be proposed using proven components. A test plan for the system as installed ~~shall~~ must be provided to ~~provide document~~ that the proposed system works in the field.
- d. The application must include a technical proposal for backup detection of regulated substances that may elude the isolation system and escape to outside a perimeter ~~to be~~ established by division. ~~Such~~ The proposal will must include emergency measures to be initiated in case of escape of regulated substances.

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- e. Site-specific, system performance criteria must be proposed to ascertain the success of the system. ~~Such~~ This criteria ~~will include~~, but ~~are~~ is not limited to:
 - 1. Performance.
 - 2. Reliability.
 - 3. Level of maintenance.
 - 4. Level of sensitivity to regulated substances.
 - 5. Effect of rain, flood, power failure or other natural disaster.
 - f. The applicant must provide information on the on-site availability of substance removal technologies sufficient to remediate ~~any~~ the introduction of regulated substances into the water table at the site. Where the water is removed from on-site wells during the remedial process, a plan ~~will~~ must be proposed for the disposal of ~~such~~ the water.
 - g. A closure plan must be provided if the system does not prove successful in the testing required in this subsection.
 - h. The application ~~will~~ must include any other reasonable information deemed necessary by division due to site-specific circumstances.
- (3) *Review of application.* Within 30 working days ~~of~~ after receipt of an application for special exception, the division ~~will inform~~ notify the applicant whether ~~such~~ the application contains sufficient information ~~for a proper~~ upon which to base a determination ~~to be made~~. If the application is found ~~to be insufficient~~ not sufficient, then the division will provide ~~to the applicant a~~ written sufficiency statement, ~~by certified mail or hand delivery,~~ requesting the additional information ~~required~~ the division deems necessary for review. The applicant will ~~inform the division within~~ have ten working days ~~of~~ from the date of the written sufficiency statement ~~of his intent to either furnish~~ notify the division when the information requested will be submitted or have request that review proceed on the application ~~processed~~ as it stands.
- (c) *Conditions.*
- (1) Any special exception granted by the division ~~will be~~ is subject to the applicable conditions of this article and any other reasonable and necessary special conditions imposed by the division.

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- (2) ~~The division will issue An operating permit will be issued by the division with the applicable subject to the standard~~ conditions of this article and any other reasonable and necessary special conditions imposed by the division. ~~Such s~~Special exceptions ~~will be are~~ subject to revocation or revision by the division for violation of any condition of the special exception. Prior to revocation, the division will provide by first issuing a written notice of intent to revoke or revise, sent by via certified mail, return receipt requested, or hand delivery. Upon revocation or revision, the activity will immediately be subject to the code enforcement proceedings provisions of this article.
- (3) Special exceptions ~~for within~~ protection zones 1 and 2 ~~are may be granted~~ for existing activities only. No new activity will be permitted ~~into~~ protection zones 1 and 2 after September 1, 1989, if the new activity is regulated by this article.

Sec. 14-252. Inspections; enforcement generally.

- (a) *Inspections.*
 - (1) The county wellfield protection officer and his designated inspectors are hereby authorized and empowered to make inspections at reasonable hours of all land uses or activities regulated by this article including nonresidential buildings, structures and lands within protection zones in the county, in order to determine if regulations relating to wellfield protection and other applicable county regulations are being followed.
 - (2) ~~As a condition of every operating permit shall be or special exception, the property owner grants~~ permission for inspection of the premises by an authorized county wellfield protection officer or inspector.
 - (3) Inspections may be made without notice, ~~and r~~Refusal to allow ~~such~~ an inspection ~~will be is~~ sufficient grounds for revocation of the operating permit ~~or special exception~~ issued by the division.
 - (4) ~~If The refusal of a person who has common authority over a building, structure or land does not to permit an inspection, such failure of such person to permit an inspection will be~~ will be deemed sufficient grounds and probable cause for a court of competent jurisdiction to issue an administrative warrant for the purpose of inspecting, surveying or examining the premises.
 - (5) If a building, structure or land appears to be vacant or abandoned, and the property owner cannot be readily contacted in order to obtain consent for an inspection, the wellfield protection officer or inspector may enter into or upon any open or unsecured portion of the premises in order to conduct an inspection ~~thereof~~.

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- (6) The wellfield protection officer or inspector will be provided with official identification and will exhibit ~~such~~ this identification when making any inspection.
- (7) It will be the duty of all law enforcement officers to assist in making inspections when ~~such~~ assistance is requested by the wellfield protection officer or inspector.
- (b) *Remedies.* Whenever the wellfield protection officer or an inspector determines that there is a violation of this article, the officer or inspector ~~will~~ may elect to follow the procedures established by the county for bringing a case before the Lee County code enforcement board or any alternative code enforcement body adopted by the county hearing examiner or County Court. ~~The County may also pursue any legal means available to obtain compliance including, or will seek injunctive relief as provided in section 14-254. A notice to cease a land use or activity, or a permit or an exemption issued under this article, will not relieve the owner or operator of the obligation to comply with any other applicable federal, state, regional or local codes, regulations, rules, ordinances or requirements; nor will Further,~~ the notice, permit or exemption will not relieve ~~any~~ the owner or operator of ~~any~~ liability for violation of ~~such~~ the codes, regulations, rules, ordinances or requirements.

Sec. 14-253. Responsibility for cleanup of regulated substances; liability for damages.

Any person subject to this article ~~will be~~ is liable for any damage caused by a regulated substance present on or emanating from the person's property, for all costs of removal or remedial action incurred by the county, and damages for injury to, destruction of or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss resulting from the release or threatened release of a regulated substance. ~~Such~~ Removal or remedial action by the county may include, but is not limited to, the prevention of further contamination of groundwater, monitoring, and containment and cleanup or disposal of regulated substances resulting from the spilling, leaking, pumping, poring, emitting or dumping of any regulated substance or material ~~which that~~ creates an emergency hazardous situation or is expected to create an emergency hazardous situation.

Sec. 14-256. Fees.

(a) *Permit fees.* Prior to the issuance, renewal, modification or transfer of a permit or an exemption the applicant must pay a fee as set forth in the applicable county administrative code. ~~Such~~ The fee will be used to defray the cost of monitoring ~~the~~ compliance with this article.

DOS2020-00038 Lee County ePlan

- (b) *Administrative fees; service charge.*
- (1) The cost of administering and enforcing this article will be borne by the public utilities owning the public potable water wellfields protected by the provisions of this article. Each utility will be assessed its pro rata share of the cost of administering and enforcing this article.
- (2) The county may create municipal service benefit units, as necessary, whereby the county may impose a service charge payable to the county as a pro rata share of the costs of administering and enforcing this article.
- (3) The service charge payment to the county for wellfield environmental protection services may be based upon a stated dollar amount per a set amount of gallons per day of the permitted maximum daily withdrawal rate capacity of the utility evidenced by permits as issued by the South Florida Water Management District or any other method deemed equitable by the county.
- (4) The service charge payable pursuant to this section must be deposited in a county fund and will be used exclusively by the county and its ~~division of water resources~~ Natural Resources Division to pay for the costs of the wellfield protection services directed by this article, and no part of ~~such~~ these funds ~~will~~ may be used for any purpose other than the administering and enforcing of this article.

SECTION TWO: CREATION OF APPENDIX N

The Lee County Land Development Code is hereby amended to add Appendix N, to be called "Wellfield Protection Zones". The appendix will consist of the map attached as Exhibit A to this ordinance.

SECTION THREE: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with or less restrictive than the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements will apply.

SECTION FOUR: SEVERABILITY

It is the Board of County Commissioner's intent that if any section, subsection, clause or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance. The Board of County Commissioners further declares its intent that this ordinance would have been adopted if such unconstitutional provision was not included.

DOS2020-00038 Lee County ePlan

SECTION FIVE: CODIFICATION AND SCRIVENER'S ERRORS

The Board of County Commissioners intend that this ordinance will be made part of the Lee County Code; and that sections of this ordinance can be renumbered or relettered and that the word "ordinance" can be changed to "section", "article" or some other appropriate word or phrase to accomplish codification, and regardless of whether this ordinance is ever codified, the ordinance can be renumbered or relettered and typographical errors that do not affect the intent can be corrected with the authorization of the County Administrator, County Manager or his designee, without the need for a public hearing.

SECTION SIX: EFFECTIVE DATE

The amendments set forth in this ordinance will take effect upon filing of the ordinance with the Office of the Secretary of the Florida Department of State. However, the requirements and provisions of this ordinance relate back to September 1, 1989 in accordance with LDC Section 14-206 as stated above.

All uses and activities within the Wellfield Protection Zones, as established under this ordinance, must be brought into compliance with the amended provisions no later than December 31, 2008.

Commissioner Mann made a motion to adopt the foregoing ordinance, seconded by Commissioner Hall. The vote was as follows:

Robert P. Janes	Aye
Brian Bigelow	Nay
Ray Judah	Nay
Tammara Hall	Aye
Frank Mann	Aye

DULY PASSED AND ADOPTED THIS 4th day of December, 2007.

ATTEST:
CHARLIE GREEN, CLERK

By: Marcia Wilson
Deputy Clerk



Exhibit 1 - Appendix N

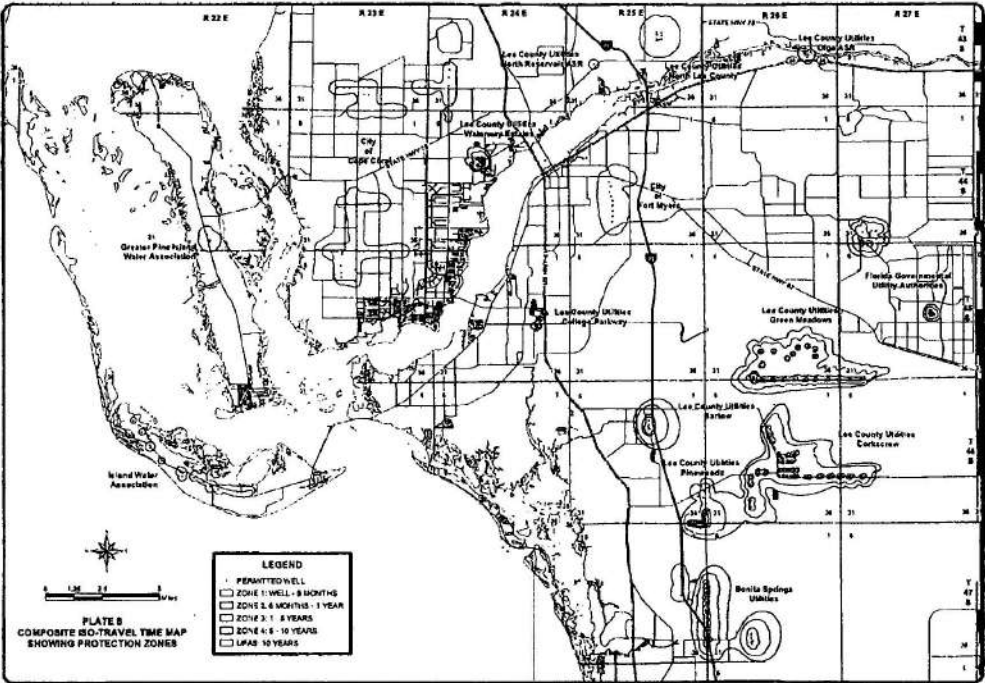
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Ray Judah
Ray Judah, Chair

APPROVED AS TO FORM:

By: Dawn E. Perry-Lehnert
Dawn E. Perry-Lehnert
Office of County Attorney

DOS2020-00038 Lee County ePlan



DOS2020-00038 Lee County ePlan



FLORIDA DEPARTMENT of STATE

CHARLIE CRIST
Governor

STATE LIBRARY AND ARCHIVES OF FLORIDA

KURT S. BROWNING
Secretary of State

December 11, 2007

Honorable Charlie Green
Clerk of Court
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attention: Lisa L. Pierce, Deputy Clerk

Dear Mr. Green:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated December 7, 2007 and certified copies of Lee County Ordinance Nos. 07-31 through 07-35, which were filed in this office on December 11, 2007.

Sincerely,

A handwritten signature in cursive script that reads "Liz Cloud".

Liz Cloud
Program Administrator

LC/jru

RECEIVED
MINUTES OFFICE
2007 DEC 17 AM 8:22

DIRECTOR'S OFFICE

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
850.245.6600 • FAX: 850.245.6735 • TDD: 850.922.4085 • <http://dls.dos.state.fl.us>

COMMUNITY DEVELOPMENT
850.245.6600 • FAX: 850.245.6643

STATE LIBRARY OF FLORIDA
850.245.6600 • FAX: 850.245.6744

STATE ARCHIVES OF FLORIDA
850.245.6700 • FAX: 850.488.4894

LEGISLATIVE LIBRARY SERVICE
850.488.2812 • FAX: 850.488.9879

RECORDS MANAGEMENT SERVICES
850.245.6750 • FAX: 850.245.6795

ADMINISTRATIVE CODE AND WEEKLY
850.245.6270 • FAX: 850.245.6282

EXHIBIT "F"

ACCESS MANAGEMENT PLAN

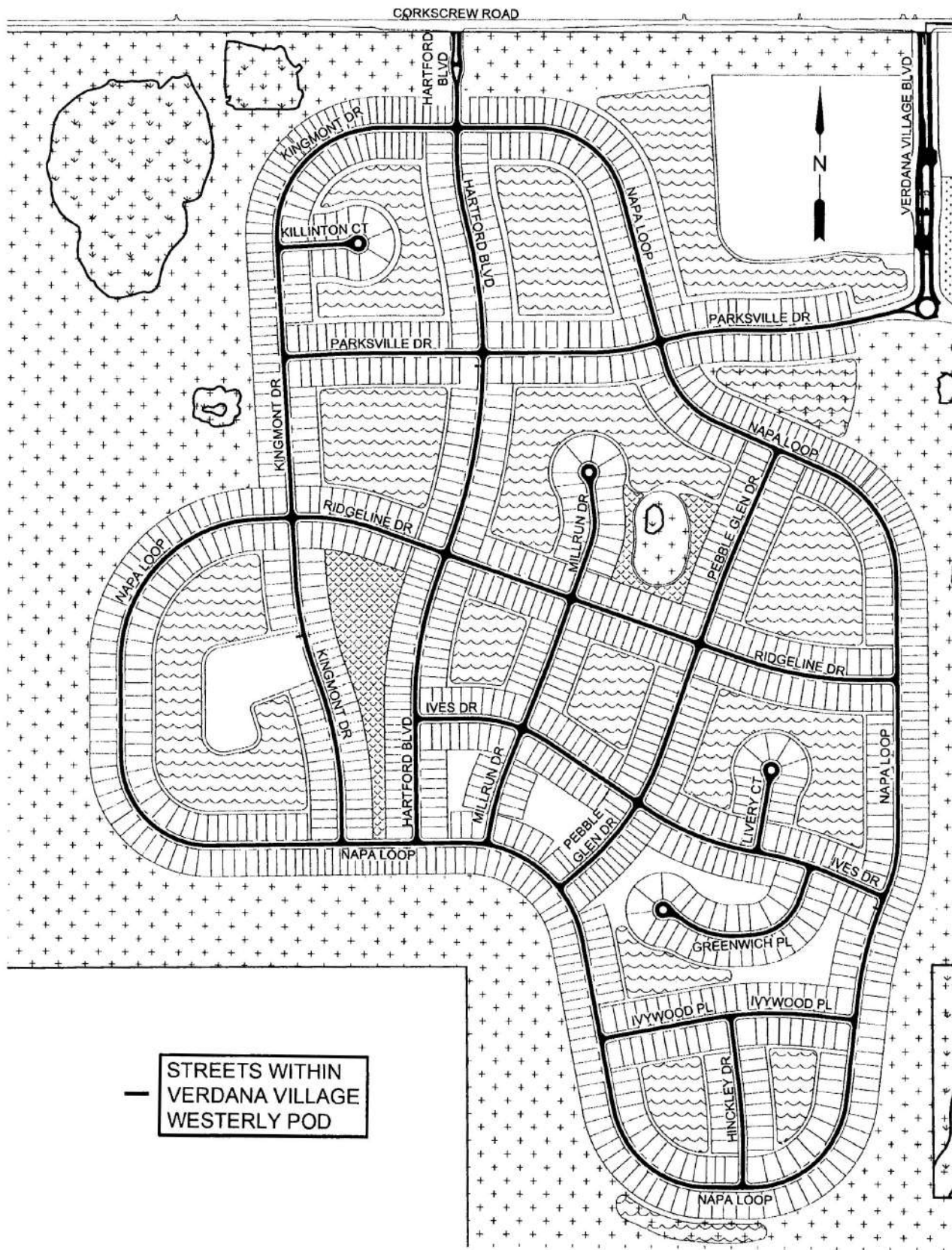


EXHIBIT "G"
IRRIGATION AGREEMENT

Linda Doggett, Lee County Clerk of Circuit Court

INSTR. # 2020000280942, Doc Type AGR, Pages 8, Recorded 11/16/2020 at 5:20 PM, Deputy Clerk DSCHAEFER ERECORD
Rec Fees: \$69.50

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

IRRIGATION WATER AND CONNECTION FEE AGREEMENT

THIS IRRIGATION WATER AND CONNECTION FEE AGREEMENT ("Agreement") is made and entered into this 4 day of ~~November~~, 2020, by and between **CVILL-Connection, LLC**, a Florida limited liability company (hereinafter referred to as "CVILL"), **TPL-Land-Sub, LLC**, a Florida limited liability company (hereinafter referred to as "TPL"), and **TP2-Land-Sub, LLC**, a Florida limited liability company (hereinafter referred to as "TP2").

RECITALS

Whereas, TPL and TP2 are the owners of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference, commonly known as Verdana Village (the "Property"); and

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

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

Whereas, pursuant to that certain Assignment of Well Rights dated November 10, 2020 and recorded as Instrument Number 2020000275435 in the Public Records of Lee County, Florida, CVILL is the owner of all right, title and interest in and to the wells for irrigation water; and

Whereas, TPL and TP2, or their successors and assigns, will be obligated to provide irrigation water from the Irrigation Wells to the Property, and in consideration thereof, the owners of parcels and lots within the Property are, or would be, obligated to pay a monthly usage fee for the irrigation water; and

Whereas, TPL and TP2 have requested, and CVILL has agreed, to allow irrigation water to be drawn from the Irrigation Wells without payment of a monthly usage fee, provided an irrigation connection fee ("Connection Fee") is paid to CVILL upon each and every conveyance of a Unit or Parcel located within the Property, as defined in the Master Declaration of Covenants, Conditions, Easements and Restrictions for Verdana Village and its exhibits, all as amended from time to time (the "Master Declaration"). Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Declaration.

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

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if restated in their entirety.
2. Use of Irrigation Wells. TPL, TP2 and, the Association, or an individual Owner (if permitted by the Master Declaration), may draw irrigation water from the Irrigation Wells in accordance with any rules and regulations of the Association governing use of the Irrigation Wells, and subject to any governmental restrictions.

3. Usage Fee for Irrigation Wells for Water. In consideration of the right to draw irrigation water from the Irrigation Wells, without payment of a monthly usage charge, and in further consideration of the benefit received thereby, TPL and TP2, on behalf of itself, and its successors and assigns, and every Owner by acceptance of a deed to a Unit or Parcel within the Property, agrees to pay CVILL a Connection Fee as follows:

At the time of the initial conveyance of title to a Unit or Parcel from the Declarant or a Builder (as defined in the Declaration) to a third party, such third party shall pay a Connection Fee of \$1,500.00 paid directly to CVILL.

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

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

4. Delinquent Payments and Right to a Lien. In the event that any Connection Fee is not paid within (10) days after the date due, then interest shall accrue at the highest rate permitted by law from the date due until paid, and the Owner shall be liable to CVILL for all costs of collection. In addition to all other rights and remedies that are available to CVILL at law or in equity, CVILL shall have the right to immediately record a lien against the Unit or Parcel for all past due amounts, including interest at the highest rate allowed by law and costs of collection (including, but not limited to, reasonable attorney's fees). No Owner may be exempt from personal liability for payment of the Connection Fee, or release the Parcel or Unit, or portion thereof, from the liens and charges hereof, by non-use or by waiver of the right to use irrigation water from the Irrigation Lakes. Said lien shall be perfected from and after the recording of a Claim of Lien in the Public Records of Lee County by CVILL, which Claim of Lien may be foreclosed in the same manner as a mortgage under Chapter 702, Florida Statutes, as amended from time to time.
5. Prohibition Against Monthly Charge. For so long as this Agreement is in effect, and the Connection Fees continues to be paid, CVILL shall not have the right to charge additional usage or other fees for irrigation water drawn from the Irrigation Wells.
6. Maintenance of Irrigation Wells. Pursuant to the Master Declaration, the Association shall be solely responsible for all permits related to the Irrigation Wells and for the maintenance of the Irrigation Wells, including but not limited to repair and replacement of the pumps and irrigation system, and all monitoring required under any permits, and CVILL shall have no responsibility or liability therefore.
7. Binding Agreement. The terms and conditions of this Agreement shall attach to and run with the Property and shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.
8. Entire Agreement and Amendment. This Agreement represents the entire agreement and understanding between the parties and may not be modified or terminated except by written instrument signed by TPL, TP2, CVILL, and the Association.
9. Termination. In the event that this Agreement is terminated by operation of law or otherwise, then all rights of TPL, TP2, the Association, and all Owners to draw irrigation water from the Irrigation Wells shall immediately cease until such time as a new agreement for use of the Irrigation Wells is entered into. During any interim period, CVILL shall have the right to charge a monthly usage fee for irrigation water actually used at rates no higher than the rates being charged by the local water utility, which charges shall be secured by the lien rights hereunder. This provision shall survive the termination of this Agreement.
10. Authorization. The parties hereto have full power and authority to enter into this Agreement and comply with the terms hereof.
11. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
12. No Waiver. Failure of CVILL to exercise or enforce any rights hereunder shall not constitute a waiver of any of its rights hereunder.
13. Estoppel Requests. Estoppel requests and payments required hereunder shall be mailed to CVILL- Connection, LLC, or their successors, at their most current address on file with the Florida Division of Corporations.

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

[Signatures on following pages]

INSTR. # 2021000064110 Page Number: 223 of 226

Cheryl Smith
Print Name: Cheryl Smith
-McDonald
Print Name: Pat McDonald

CIVLL-Connection, LLC,
A Florida limited liability company

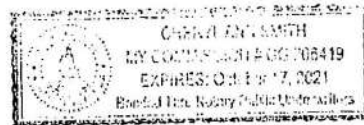
By: Barbara Cameratta
Barbara Cameratta, Manager

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 3 day of November, 2020, by Barbara Cameratta, as Manager of CIVLL-Connection, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Cheryl A. Smith

NOTARY PUBLIC
My Commission Expires:



INSTR. # 2021000064110 Page Number: 224 of 226

TPL-Land-Sub, LLC,

A Florida limited liability company

Cheryl Smith
Print Name: Cheryl Smith

[Signature]
Print Name: Laura Youmans

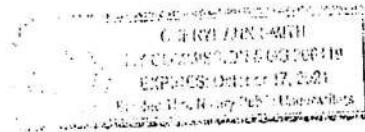
By: CAM Village Development, LLC
a Florida limited liability company
Its: Sole Member

By: [Signature]
Raymond Blacksmith, Manager

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 4 day of November, 2020, by Raymond Blacksmith, as Manager of CAM Village Development, LLC, a Florida limited liability company, as Sole Member of TPL-Land-Sub, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Cheryl A. Smith
NOTARY PUBLIC
My Commission Expires:



TP2-Land-Sub, LLC,

A Florida limited liability company

Cheryl Smith
Print Name: Cheryl Smith

[Signature]
Print Name: Laura Youmans

By: CMPROP Land Investments, LLC, a Florida limited liability company, Its sole Member

By: [Signature]
Raymond Blacksmith, Manager

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 4 day of November, 2020, by Raymond Blacksmith, as Manager of CMPROP Land Investments, LLC, a Florida limited liability company, sole Member of TP2-Land-Sub, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Cheryl A. Smith
NOTARY PUBLIC
My Commission Expires:

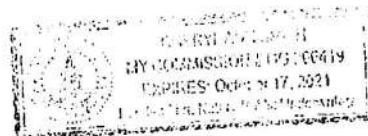


EXHIBIT "A"

THE PROPERTY

DESCRIPTION

Parcels in
Sections 29, 30, 31 and 32,
Township 46 South, Range 27 East,
Lee County, Florida

TPL PARCEL:

A parcel of land lying in Sections 29, 30, 31 and 32, Township 46 South, Range 27 East known as Tracts F-1, F-2, and F-4 shown on the Verdana Village, a subdivision, according to the plat thereof recorded May 18, 2020 as Instrument No. 2020000113688, of the Public Records of Lee County, Florida.

TP2 PARCEL:

A parcel of land lying in Sections 29, 30, 31, and 32, Township 46 South, Range 27 East known as Tracts F-3, F-5, and F-6 shown on the Verdana Village, a subdivision, according to the plat thereof recorded as Instrument No. 2020000113688, of the Public Records of Lee County, Florida.

EXHIBIT "B"

WELLS

