



FLORIDA DEPARTMENT OF Environmental Protection

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1/3/2019

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File No.: 0157404-008 EI, Lee County
Modification of Permit No(s): 36-0157404-002/003/004/005/006/007 EI

Dear Mr. Barraco:

Your request to modify the Permit No. 36-0157404 has been received and reviewed by Department staff.

The proposed permit modification includes:

008 - Revising the plans to match the U.S. Army Corps of Engineers permitted plans, reverting project plans to previous Permit No. 0157404-002, revising the Conservation Easement, Homeowners Environmental Education Plan, Berm Removal Plan, and Covenants, Conditions, and Restrictions; and to extend the permit expiration date.

After review by staff, the proposed modifications are not expected to adversely affect water quality and will not be contrary to the public interest.

Project Description:

The project is to create a single family residential subdivision consisting of up to 41 lots, requiring a maximum placement of 5.24 acres of fill within wetlands and 0.50 acres of open waters, installation of a 11 slip common dock (40' x 6' access walk, 214' x 6' terminal, with six 30' x 3' finger piers to total 2,064 sqft), installation of one smaller dock (241' x 6') to accommodate docking for four of the proposed lots, installation of a observation deck (not to accommodate the mooring of vessels) with a 70' x 6' stem and a 82' x 6' tee observation platform, dredge an irregular 0.32 acre area to 5' MLW depth with spoil to be placed on uplands, and mitigation in the form of restoration of 0.78 acres of wetlands through the removal of the spoil berm, enhancement and preservation of 31.88 acres of wetlands and surface waters, and enhancement and preservation of 0.16 acres of upland buffer.

The permittee shall construct a stormwater treatment system to serve 12.22 acres of on-site area of the entire 142.31-acre property, in addition to 6.89 acres of off-site area runoff contributed from Siesta Isle as previously permitted under SFWMD Permit No. 36-00755-S. The proposed system will serve a total combined area of 19.11 acres.

SPECIFIC CONDITIONS - ADMINISTRATIVE

1. All required submittals, such as certifications, monitoring reports, notifications, etc., shall be submitted to the Florida Department of Environmental Protection, South District Office, Submerged Lands and Environmental Resource Permitting, P.O. Box 2549, Fort Myers, FL 33902-2549 or via e-mail to FTMERP_Compliance@dep.state.fl.us. All submittals shall include the project name and indicated permit number when referring to this project.

Note: In the event of an emergency, the Permittee should contact the Department by calling (800)320-0519. During normal business hours, the permittee should call (239)344-5600.

2. This permit, the conditions herein, and attached drawings hereby replace and supersede Permit No(s). 36-0157404-002/003/004/005/006/007, last issued on January 6 2017, conditions, and drawings previously authorized by the Department.
3. Expiration of the construction phase has been revised to January 3, 2029.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

4. Construction on future Lots 40 and 41 is limited to clearing and filling operations in accordance with Lee County Development Order No. DOS2007-00008. Further construction of Lots 40 and 41 may only be undertaken if and when the Permittee provides a copy of a valid Lee County Development Order granting the Permittee approval to complete construction and plat Lots 40 and 41 in the Official Records of Lee County, Florida.
5. To offset impacts to wetlands, the Permittee shall place approximately 30.21 acres \pm of forested saltwater wetlands under a conservation easement located within the subject parcel. The previously approved CE will need to be amended to reflect the revised boundaries approved in this modification. The conservation easement (CE) shall run with the land, in perpetuity, and prohibit construction or placing of structures on, above, or below the ground. **The amended CE shall be recorded in the Public Records of Lee County at least 90 days prior to commencement of construction. No construction may commence until the Department receives the recorded document or an alternate mitigation plan has been finalized and approved by the Department.** The following steps must be taken *prior* to recording the conservation easement:
 - a. The permittee shall submit a draft unsigned amended CE, an updated boundary survey, legal description of the CE property;

- b. A copy of the recorded CE shall be mailed to the Department within 10 days of recording. The original documents shall be received within 30 days of recording. The Permittee will be instructed to send a recorded copy of the conservation easement and a recorded copy of all applicable subordination agreements and lien releases **directly to the Department**. The Permittee is responsible for all costs incurred by the title company, including recording, copying, and mailing.

If for any reason the permittee elects not to carry out any of the activities for which the CE is required, then the Permittee may request that the grantee vacate/release the conservation easement. To obtain a release, the Permittee must acknowledge that the permit is no longer required and formally surrender the permit. Once the Permittee formally surrenders the permit, then the Department will prepare a Release of Conservation Easement for the permittee to record in the County's land records at their own cost.

5. In the event, the project does not receive all other necessary approvals, the permittee shall have the option of surrendering this permit back to the Department. In the event the Grantor does not receive all other necessary approvals, upon the Grantor's surrender of permit number 0157404-008 and where no construction or on-site impacts have occurred, the Grantor may request the Department to grant a release of easement in the Grantor's favor to be recorded in the public record, whereby this conservation easement shall be revoked. The Department shall not withhold the release of easement for undue cause.
6. The permittee shall record within the Public Records of Lee County the Declaration of Covenants, Conditions, and Restrictions for Siesta V Subdivision (Attached) within 180 days of this permit modification approval. The Permittee shall submit a recorded copy of the Declaration of Covenants, Conditions, and Restrictions and associated exhibits (including Legal Description, Easements for Drainage System, etc.). A copy of this permit and its conditions shall be attached to the Declaration of Covenants, Conditions, and Restrictions for Siesta V Subdivision as an exhibit. The Registered Agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association. No change shall occur to aspects relating to stormwater treatment, water quality, environmental education, water conservation, and docks, maintenance of the common areas and conservation easement, and other covenants running with the land without prior written Department consent. No sale of any building lots may be finalized prior to the recording of the Declaration of Covenants, Conditions, and Restrictions for Siesta V Subdivision.
7. The requirements of the attached Declaration of Covenants, Conditions, and Restrictions for Siesta V Subdivision as they relate to the maintenance of the surface water management system, the maintenance of the common areas and conservation easement areas, the requirement for the San Carlos Bay Shoreline Buffer, the requirement for the attached Siesta V Homeowners Environmental Educational Plan, the maintenance and use restrictions of the common docks, and the requirement for boat lifts at all docks, shall be binding on the permittee and their assigns. These requirements shall run with the land in perpetuity, and constitute the assurance demonstrated to the Department that the

permitted project is not contrary to the public interest.

7. The wetland delineation shown on the attached permit conditions are considered binding for the construction phase of this permit provided physical conditions on the property do not change so as to alter the extent of wetlands on site during this time.

SPECIFIC CONDITIONS - CONSTRUCTION

8. The permittee shall ensure that a trained wetlands ecologist, possessing a comprehensive understanding of this permit, be on site during all construction activities within wetlands and Waters of the State. The Permittee has submitted a list of approved ecologists which the Department has accepted. The approved ecologist shall oversee all aspects of construction and mitigation to ensure compliance with this permit and shall have the authority to halt construction if he/she suspects that violations of the permit have occurred. The approved ecologist shall submit regular progress reports during active construction. It shall be the responsibility of the permittee and ecologist to ensure that the Department is notified immediately of any apparent permit violations. In the event of any unforeseen construction concerns, the approved ecologist shall contact the Department to appropriate changes to the conditions of this permit.
9. Turbidity screens shall be utilized and properly maintained during the permitted construction and shall remain in place until any generated turbidity subsides.
10. In the event of any discrepancies between the specific conditions of this permit and its attachments, the permits verbiage shall prevail.
11. All of the proposed residential lots will be served by a central sewer system.
12. Prior to commencement of construction, all waters and jurisdictional wetlands not affected by the proposed construction shall be clearly and conspicuously marked. The permittee shall contact the Fort Myers Department of Environmental Protection Office at (239) 332-6975 to arrange an inspection. Construction shall not begin until the Fort Myers office has approved the staking. Due care shall be taken at all times during construction to avoid inadvertent impacts to those areas outside of the construction limits. Work shall proceed from within the limits of permitted fill with no disturbance to areas to be preserved. All vegetative debris shall be removed to a self-contained upland disposal site. There will be no stockpiling of construction materials or fill within wetlands.
13. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales; staked filter cloth; sod, seeding, and mulching; staged construction; and the deployment of turbidity screens around the immediate project site. The permittee shall be responsible for ensuring that erosion control devices and procedures are inspected and maintained daily during all phases of construction

authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

14. All areas disturbed by construction shall be sodded or otherwise stabilized within 48 hours of attaining final grades and at any other time as necessary to prevent erosion, siltation and turbid discharges in violation of water quality standards within waters of the State.
15. The riprap shall consist only of natural boulders or clean concrete rubble, free of sediments, tar, metal rebar, and other deleterious materials. The slope of the riprap shall be no steeper than 2' horizontal: 1' vertical. The size of the riprap material shall be between 1' to 3' in diameter on average.
16. Where fill is to be placed along open water shoreline (along San Carlos Bay at lots 25 and 26, the canal at lots 1-3, 40 and 41, and along the proposed access road at lots 9, 18 and 19) and in wetlands (along the proposed access road), the rip-rap stabilization treatments shown on sheet 7 attached shall be installed to isolate the fill area from surrounding open waters before depositing any fill within wetlands or waters. The following sequence shall be implemented:
 - The limits of the fill shall be staked in the field.
 - Filter cloth fence shall be constructed along the limits of construction prior to clearing and grubbing. All debris from clearing and grubbing will be removed to a self-contained upland containment site and properly disposed.
 - After clearing and grubbing, filter cloth will be set at the toe of the slope of fill and held in place by riprap.
 - As fill is placed with the cleared and grubbed areas, filter cloth will be unrolled over the newly created slope and covered with additional riprap to complete the appropriate stabilization treatment as shown on Sheet 7 attached.
 - Best management practices shall be implemented at all times to minimize turbidity during placement of fill within waters and wetlands.
17. Where the bridge is to be constructed, as shown on sheet 10, the following construction sequence shall be implemented:
 - The limits of clearing shall be staked in the field.
 - Filter cloth fence shall be constructed along the limits of temporary construction impact.
 - All debris from clearing and grubbing will be removed to a self-contained upland containment site and properly disposed.
 - Best management practices shall be implemented at all times to minimize turbidity during the construction of the bridge within waters and wetlands.
18. Once the riprap and backfill is installed, a staked filter cloth fence shall be installed along the landward side of the revetment to prevent fill subsequently placed on the lot from washing over the revetment. Once the final grades are attained, the portion of the lot just landward of the wall shall be seeded or sodded to prevent soil erosion in the long term.

19. Placement of rock in the authorized riprap revetments should be done by individually placing the rock over filter cloth, rather than indiscriminately dumping the rock. The construction of the revetments should allow preservation of the adjacent mangrove fringe, wetland vegetation, or open waters to the fullest extent possible.
20. The spoil berm removal shall be completed in accordance with the attached Berm Removal and Monitoring Plan.
21. Dredging should proceed in such a manner as to avoid impacts to adjacent areas, prevent turbid discharges, and contain all spoil material.
22. Prior to the initiation of any dredging or filling within waters authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the construction area. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
23. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site, exceed State water quality standards established pursuant to Rule 62-302, F.A.C., or when visible turbidity plumes are escaping the turbidity curtains, leaving the immediate project site.
 - Immediately cease all work contributing to the water quality violation.
 - Modify the work procedures that were responsible for the violation,
 - Install more turbidity containment devices and repair any non-functioning turbidity containment devices.
 - Notify the DEP South District Office within 24 hrs. from the time the violation is first detected
24. The limits of the spoil containment area shall be staked for Department approval prior to commencement of dredging operation. No dredging may occur prior to receipt of written Department approval. The spoil containment area will not impact wetlands that not within the proposed fill areas. Access to the spoil containment area will be conducted in such a manner as to avoid the need for any impacts to wetlands or mangrove alteration and trimming other than as described below.
25. All spoil material shall be properly contained within the spoil containment site in such a manner as to prevent any run-off into waters of the State. Care shall be taken during transportation of dredged material to the upland spoil site to prevent return of the spoil material to Waters of the State. An area of mangroves not to exceed 30' linear feet along the northwestern shoreline of Lot 39 may be altered or removed in order to allow movement of spoil to the upland containment site.

26. The dredge area shall be excavated mechanically. All spoil material shall be properly contained on the construction barge during operation within the project area or deposited directly into the upland spoil containment area. Access to the spoil containment area from waters shall be limited to the northeast corner of Lot 39 only. No access to the containment area shall be allowed from the shoreline and waters along lots 36-38.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

27. Stormwater Treatment Facilities:

Stormwater quality treatment for the project area (including 6.89 acres of off-site area runoff received from Siesta Isle, as previously permitted by the South Florida Water Management District under Permit No. 36-00755-S) will be provided by two separate dry underground detention chambers before discharging through two Control Structures into on-site mangroves and eventually Pelican Bay. Also, contiguous rear-lot water quality detention treatment swales for each basin will provide detention pretreatment with excess runoff discharging to one of three receiving water bodies (see permit drawings). In accordance with Specific Condition 3 of this permit, any modification to the stormwater treatment facility must be approved by the Department prior to construction.

Dry Detention Chambers (Two) Bottom Elevation: 3.0 Feet, NGVD

28. Stormwater Discharge Facilities (Two Control Structures – see permit drawings):

- a. Basin One:

Overflow Weir Crest Elevation:	4.70 Feet, NGVD
3" Dia. Orifice Invert Elevation:	2.00 Feet, NGVD

Minimum Basin Detention Area Berm Elevation:	4.90 Feet, NGVD
Rip Rap Discharge Apron Elevation:	2.00 Feet, NGVD

- b. Basin Two:

Overflow Weir Crest Elevation:	4.70 Feet, NGVD
3" Dia. Orifice Invert Elevation:	2.00 Feet, NGVD

Minimum Basin Detention Area Berm Elevation:	4.90 Feet, NGVD
Rip Rap Discharge Apron Elevation:	2.00 Feet, NGVD

Receiving Body: On-site mangrove area (Class III Florida Waters) and eventually Pelican Bay.

- c. Contiguous rear-lot water quality detention pretreatment swales (Basin One and Basin Two – see permit drawings for details):

Rear Lot Detention Swale Invert Elevation: 4.00 Feet, NGVD
Rear Lot Detention Swale Berm/Crest Overflow Elev.: 4.50 Feet, NGVD

Receiving Bodies: San Carlos Bay, Pelican Bay and Canal (Class III Florida Waters).

Wet Season Water Table Elevation: 2.00 Feet, NGVD

29. The existing stormwater treatment system, as previously permitted by the South Florida Water Management District under Permit No. 36-00755-S, and as mentioned in Specific Condition No. 1, above, shall be removed once the proposed system has been constructed, certified and approved for transfer from the construction phase to the operation phase.
30. The minimum finished top elevations of the detention area berms shall be Elevation 4.9 Feet, NGVD, for both Basin One and Basin Two. The berms shall be surveyed prior to the placement of the filter fabric and riprap to confirm these minimum elevations. The top elevations of these berms shall be maintained at those elevations.
31. The underground detention chamber areas shall be comprised of No. 2 stone with a porosity of 40% and lined with filter fabric as shown in the permit drawings.
32. All lots shall be filled, graded, stabilized and maintained in accordance with the typical section details as shown on Sheet No. 13 of the permit drawings.
33. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
34. The stormwater treatment systems shall be inspected after all heavy storm events and at other appropriate times to remove any and all debris from the systems to assure their proper functioning, but no less than once a month, to include the stormwater collection swales, inlets, culverts and detention areas and rear-lot retention areas and their respective berms. Particular attention should be given to the discharge control structures/weirs in order to assure their proper function and operation. The bleeder orifices with baffles and rip-rap sumps and aprons are all to be inspected for any accumulated sediment and/or debris, which should be removed promptly and disposed of properly.
35. As presented in the permit application and supporting documents, the operation and maintenance of the stormwater management system shall be the responsibility of the Siesta V Subdivision Property Owners Association, Inc. Therefore, operation and maintenance of the permitted activity shall be the responsibility of the Siesta V Subdivision Property Owners Association, Inc.
36. Within 30 days prior to slip occupancy, the permittee shall install permanent educational manatee signs in accordance with Florida Fish and Wildlife Conservation Commission

(FWC) guidelines, including FWC approval for the number, type, and location of signs. Permittee agrees to replace the signs in the event the signs fade, become damaged or outdated, and maintain these signs for the life of the facility. The guidelines for installation can be found at <http://www.myfwc.com/manatee/signs/>, or can be obtained by contacting the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section at: 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600 (telephone 850/922-4330).

37. All docks serving the development shall be constructed of non-CCA-leaching (recycled plastic, concrete, greenheart, or wrapped with impermeable plastic or PVC sleeves in such a manner as to eliminate the leaching of deleterious substances from the pilings into the water column and sediments). All future docks proposed along the canal shoreline, that may otherwise meet exemption from permitting requirements will also use non-CCA leaching materials.
38. No fuel facilities nor storage shall be allowed on the docks permitted herein.
39. No liveaboards or liveboard type vessels shall be allowed at the docks permitted herein. A liveboard shall be defined as a vessel docked at the facility that is inhabited by person or persons for any two consecutive days or a total of seven days within a 30 day period.
40. The one shared dock (serving lots 36-39) shall be installed prior to sale of the lots to third parties. The docks shall be maintained in perpetuity and shall not modified in design or pre-empted by other exempt structures. These docks shall be the sole navigational access points for those lots.
41. The 11-slip common dock authorized as part of this permits shall serve lots 25-35. Those lot owners will not qualify for individual docks on the San Carlos Bay shoreline of their property. This is reflected in the Declaration of Covenants, Conditions, and Restrictions for Siesta V Subdivision (Attachment IV). The Permittee and/or his assigns will be responsible for maintenance of that docking facility in perpetuity in accordance with the design and condition required herein.
42. No mooring is authorized along any portion of the entire observation pier. To prevent the potential for boat mooring the pier shall be elevated to a minimum of five (5) feet above the mean high water line. Handrails shall be installed along both sides of the entire access pier as the structure is constructed. Handrails shall be constructed so that they eliminate access to the pier by boaters and shall be maintained for the life of the facility. "No Mooring" signs shall be posted on both sides of the observation pier.
43. Boat maintenance or repair activities requiring removal of a vessel from the water, or removal of any major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site, shall be prohibited for the life of the facility and shall be enforced through a legally binding agreement or lease. The only exception shall be where removal is necessitated by emergency conditions that have resulted in or can result in the sinking of a vessel. Specifically prohibited shall be any discharges or release of:

oils or greases associated with engine and hydraulic repairs, and related metal based bottom paints associated with hull scraping, cleaning, and painting. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants, and which are performed by owners or qualified marine mechanics, shall be allowed.

44. The attached Siesta V Homeowners Environmental Educational Plan shall be distributed, in perpetuity, to all property owners and residents on an annual basis at minimum, and shall be distributed to any perspective residents prior to property sales. They shall be informed that compliance with the plan is an on-going requirement of this authorization of the subdivision.
45. In compliance with the attached Siesta V Homeowners Environmental Educational Plan, the permittee shall submit to the Department for approval an itemized outline of the boater and manatee educational program each year at least 60 days prior to the program date. This program should include at, a minimum:
- avoidance of seagrass impacts because of groundings;
 - proper techniques for dislodging grounded boats;
 - the location of manatee speed zones within Lee County, restrictions and requirements within the zone, and their significance;
 - safe boating procedures in manatee areas;
 - avoidance of water quality impacts during use and maintenance of boats;
 - fuel spill containment and proper use of the equipment available on site;
 - location of used oil and battery recycling receptacles maintained on site;
 - reminder of the regulations concerning mangrove alteration and trimming;
 - review of the restrictions placed on mangrove alteration as a result of this permit;
 - review of the importance of the conservation areas created by this permit and the Consent Final Judgment;
 - water conservation techniques and xeriscape opportunities;
 - and the importance of recycling.

This training program will be administered in the winter months when the most residents are present. The program may be tailored each year to address current concerns and issues, but must include the above listed items. The permittee may request additional informational materials as may be available from the Department. The permittee and/or assigns shall show due diligence in encouraging all residents to attend.

46. In compliance with the attached Siesta V Homeowners Environmental Education Plan (Appendix D of Attachment IV), within 90 days of permit issuance, the permittee shall identify the size of the manatee protection and speed zone signage required by the Educational Plan and submit the information to the Department for approval. Upon written approval by the Department, these signs shall be installed prior to any slip occupancy at the common docks. The permittee and/or his assigns will be responsible for maintenance of the signs in perpetuity.

47. In compliance with the attached Siesta V Homeowners Environmental Education Plan, within 90 days of this permit modification approval, the permittee shall identify to the Department the size and design of the Spill Response Signs. These signs shall include contact phone numbers for emergency response entities. The permittee shall also identify the location of the emergency spill kit. The kit shall include at minimum, absorbent pads and a spill containment boom of adequate size to encompass the largest boat expected to moor at the docking facility. The permittee and/or his assigns will be responsible for maintenance of the signs and spill containment kit in perpetuity. The signs and spill containment equipment shall be placed in a conspicuous and easily accessible location.
48. Any landscape watering restrictions required by local government or state agency shall be conspicuously posted as required by the Siesta V Homeowners Environmental Education Plan. The permittee and/or his assigns will be responsible for maintenance of the informational display in perpetuity.

SPECIFIC CONDITIONS - MITIGATION

49. The boundary between the conservation easement and the approved development shall be posted on 200-foot intervals with signage identifying it as conservation area for the Department of Environmental Protection, and referencing the Department's permit number. The signage shall be maintained in perpetuity.
52. The Permittee shall perform the berm removal in accordance with the attached Berm Removal and Monitoring Plan. The Permittee shall maintain all areas to be preserved under the permit or under the consent final judgment with less than 5% coverage by exotic vegetation in perpetuity.
53. The berm area to be removed shall have an elevation after spoil removal that is suitable to support the salt tolerant native vegetation similar to the surrounding natural vegetative communities in this area. All those areas that are not currently at this elevation shall be restored to that elevation.

SPECIFIC MANATEE PROTECTION CONDITIONS

54. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with, and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
55. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.

56. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee movement.
57. All on-site project personnel are responsible for observing water-related activities for the presence of manatees. All in-water operations, including vessels, shall be shut down if a manatee comes within 50 feet of the operation. Activities shall not resume until every manatee has moved beyond the 50-foot radius of the project operation, or until 30 minutes has elapsed wherein a manatee has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.
58. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
59. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used. One sign measuring at least 3 ft. by 4 ft. which reads *Caution: Manatee Area* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Please see the Florida Fish and Wildlife Conservation Commission website for information on how to obtain appropriate signs: http://www.myfwc.com/docs/WildlifeHabitats/Manatee_EducationalSign.pdf

SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS

60. Through the year in which work authorized by this permit is completed, annual narrative progress reports shall be submitted on the permit anniversary date to the Bureau of Submerged Lands and Environmental Resources and the Department's Submerged Lands and Environmental Resource Program, South District office in Fort Myers indicating the status of the project. The cover page shall indicate the permit number, project name and the permittee name. At minimum, the report shall include the following information:
 - a. Date permitted activity was begun, if work has not begun on-site, please so indicate.
 - b. Brief description and extent of work (dredge, fill, wetland restoration/mitigation, management and maintenance) completed since the previous report or since permit was issued. Indicate on copies of the permit drawings those areas where work has been completed. Also indicate any areas in which the actual impacts were less than the scope of the permitted work.
 - c. Brief description and extent of work (dredge, fill, wetland restoration/mitigation, management and maintenance) anticipated in the next six months. Indicate on copies of the permit drawings those areas where it is anticipated that work will be done.
 - d. Reports detailing the progress of the permitted restoration/mitigation program. The reports shall include: photographs taken from the same permanent stations (some of which must be in the vegetation sampling areas), a description of problems encountered

and solutions undertaken, and anticipated work for the next six months. These photos shall be adequate to describe all areas of exotic removal within the conservation easements as well as the restoration of the spoil berm.

e. annual statistical reports of vegetation sampling of the created/restored wetlands done by any mutually agreed upon method. Acceptable methods may be found in Daubenmire (1968), Oosting (1956), or Mueller-Dombois and Ellenberg (1974). Reports shall describe the percent survival, percent cover of listed trees, and percent cover of listed herbaceous species. Data for listed nuisance or exotic species, as stated in the Specific Conditions, shall be tabulated separately from the remaining data. A listed species is one listed in Florida Administrative Code Rule 62-301.022. Data shall be taken at the end of the summer growing season. Reports shall be submitted until a determination of a successful creation or enhancement has been made.

f. This report shall include on the first page, just below the title, the certification of the following statement by the individual who supervised preparation of the report: "This report represents a true and accurate description of the activities conducted during the twelve month period covered by this report."

61. If the monitoring data, or Department review, reveal a failure to meet success criteria within 3 years of the initial berm removal and at least six (6) months prior to this permit modification expiration, a determination of the probable cause of failure will be made by the permittee based upon monitoring data, site reviews, record drawings and review of any pertinent meteorological and hydrographic circumstances. Within ninety (90) days of the determination that an area has not met the success criteria, the permittee shall submit a remedial plan, including a timetable for implementation to the Fort Myers DEP office for review, modification as necessary, and approval. Written approval from the Department shall be received prior to taking any remedial action.
62. The Fort Myers Department of Environmental Protection office (2295 Victoria Avenue Suite 364, Fort Myers, FL 33901) shall be notified in writing 48 hours prior to commencement of work.
63. The Permittee shall provide written notification to the Department's Fort Myers District office (2295 Victoria Avenue, Suite 364, Fort Myers, FL 33901) within 72 hours of construction completion.
64. The project shall comply with applicable State Water Quality Standards, namely:
62-302.500 – Surface Waters: Minimum Criteria, General Criteria
62-302.530 – Table: Surface Water Quality Criteria

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in

accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru

12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

- b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

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

9. This permit does not:

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

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

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

12. The permittee shall notify the Agency in writing:

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

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

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native

American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

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

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

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

Since the proposed modification(s) along with the above amended permit conditions and monitoring requirements are not expected to result in any adverse environmental impact and water quality degradation, the permit is hereby modified as requested. By copy of this letter and the attached drawings, we are notifying all necessary parties of the modification.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative

hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Curtis Hardman by telephone at 239-344-5639 or by e-mail at Curtis.Hardman@floridadep.gov. When referring to this project, please reference the file number listed above.

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management
South District

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document, including all copies, were sent to the addressee and to the following listed persons:

U.S. Army Corps of Engineers, [Fort Myers](#)
Lee County Property Appraiser, dataservices@leepa.org
FWC, Imperiled Species Management Section FWCConservationPlanningServices@myfwc.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.

Barbara Browning

Clerk

January 3, 2019

Date

Enclosures:

19 New Project drawings

Berm Removal Plan

Covenants, Conditions, and Restrictions for Siesta V Subdivision

Siesta V Homeowners Environmental Education Plan

ENVIRONMENTAL RESOURCE PERMIT PLANS
FOR

SIESTA V



PART OF SECTION 13, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA

PROJECT DATA

SITE ADDRESS	PROJECT DATUM	
18251 OLD PELICAN BAY DRIVE FORT MYERS BEACH, FLORIDA 33931	STATE PLANE FLORIDA WEST ZONE (NAD1983NRS2007) NATIONAL GEODETIC VERTICAL DATUM (NGVD) 1929 CONVERSION: NAVD 1983 + 1.18 = NGVD 1929	
ZONING	RECORD PLAT	
RPD	APPROVED - PLT2007-00041	
FLOOD ZONE	STRAP NUMBERS	
ACCORDING TO F.I.R.M. COMMUNITY PANELS 12071C052P AND 12071C054P, EFFECTIVE AUGUST 28, 2006, THE SUBJECT PARCELS IS LOCATED IN FLOOD ZONES AE (EL. 12'-13' NAVD / 13.18'-14.18' NGVD) AND VE (EL. 16' NAVD / 17.18' NGVD).	13-46-23-00-00003.0010 13-46-23-11-00000.015A 13-46-23-00-00004.1000 13-46-23-00-00004.2080 13-46-23-00-00004.1010 13-46-23-00-00009.0020 13-46-23-00-00009.0030 13-46-23-00-00009.0010	
PERMIT REQUIREMENTS		
AGENCY	STATUS	NOTES
F.D.E.P. ENVIRONMENTAL RESOURCE PERMIT	MODIFICATION PENDING	36-0157404-006
LEE COUNTY DEVELOPMENT ORDER	MODIFICATION PENDING	DOS2007-0008
FLORIDA DEPARTMENT OF HEALTH	PENDING	-
FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION	PENDING	-
F.D.O.T. CONNECTION PERMIT	N/A	-
F.D.O.T. DRAINAGE CONNECTION PERMIT	N/A	-
F.D.O.T. UTILITY PERMIT	N/A	-
ARMY CORPS OF ENGINEERS	APPROVED	SAJ-1977-05999 (SP-RMT)
F.D.E.P. NOTICE OF INTENT	PENDING	-

NOTE: CONTRACTOR MUST OBTAIN AND KEEP ON FILE A COPY OF ALL PERMITS
REQUIRED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY

DESIGN TEAM

PROJECT ENGINEER	PROJECT MANAGEMENT
CARL A. BARRACO, P.E.	CARL A. BARRACO, P.E.
DESIGN ENGINEER	PROJECT SURVEYOR
TIMOTHY B. GAVIN, P.E.	SCOTT A. WHEELER
LEAD DESIGN TECHNICIAN	SITE PLANNING
AMBER N. GAVIN, P.E.	JENNIFER SAPIEN
DESIGN STAFF	LANDSCAPE DESIGN
-	NA
QUALITY CONTROL	RECORD DRAWINGS
CHRIS VAN BUSKIRK	PENDING

THESE PLANS MAY HAVE BEEN MODIFIED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

ALL DIMENSIONS ARE IN FEET.



PROJECT
LOCATION



LOCATION MAP



SCALE IN FEET



INDEX OF DRAWINGS

SHEET	DESCRIPTION	XREF	DRAWING NAME
1	COVER SHEET AND LOCATION MAP	A	21352E01.DWG
1.1	STANDARD NOTES, LEGEND, AND ABBREVIATIONS	-	21352E02.DWG
2	EXISTING CONDITIONS & AERIAL PHOTOGRAPH	C	21352E05.DWG
3	MASTER SITE CLEARING PLAN	B	21352E06.DWG
4	SITE LAYOUT, SIGNING AND PHASING PLAN	B	21352E10.DWG
5	MASTER DRAINAGE PLAN	B	21352E11.DWG
6.0 - 6.4	DETAILED DRAINAGE PLANS	B	21352E15.DWG
7	TYPICAL SECTIONS	-	21352E60.DWG
8	PAVING, DRAINAGE AND MISCELLANEOUS DETAILS	-	21352E61.DWG
9	CONTROL STRUCTURE DETAILS	-	21352E62.DWG
10	SPAN BRIDGE SECTIONS AND DETAILS	-	21352E63.DWG
11	EROSION CONTROL DETAILS	-	21352E60.DWG
12	EROSION CONTROL PLAN	B	21352E81.DWG
13	DOCK AND DREDGE PLAN	B	21352E82.DWG
14	DOCK PLAN LOTS 36-39	B	21352E83.DWG

CROSS-REFERENCED DRAWINGS:

XREF NO.	DESCRIPTION	DRAWING NAME
A	VICINITY MAP - LEE COUNTY T46S, R23E	21352 LOCATION MAP.JPG
B	BASE LINEWORK PLAN	21352E00.DWG
C	AERIAL PHOTOGRAPH	21352E00.DWG

PLAN STATUS

DRAFT PLANS
NOT FOR CONSTRUCTION

Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MAGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3189
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7895 - SURVEYING LB-6940

PREPARED FOR:

SIESTA V
LAND TRUST

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD

TIMOTHY B. GAVIN, P.E. FOR THE FIRM
FLORIDA P.E. NO. 70675 - TMG@BARRACO.NET
Timothy B. Gavin, P.E.
70675
2018.11.06
08:47:35
-05'00"

This form has been electronically signed and sealed using a
WKS e-signature code.

Physical copies of this document are not considered signed and
sealed and the WKS e-signature code must be verified on
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FILE NAME J:\21352\DWG\ERP-R3

LOCATION J:\21352\DWG\ERP-R3

PLOT DATE FRI 11-2-2018 - 11:56 AM

PLOT BY TIM GAVIN

CROSS-REFERENCED DRAWINGS

MASTER = BAI COVER-1.DWG

PLAN REVISIONS

NO.	DATE	CLIENT COMMENTS
10-30-18		

PLAN STATUS

DRAFT PLANS
NOT FOR CONSTRUCTION

COVER SHEET
AND
LOCATION MAP

PROJECT / FILE NO.	SHEET NUMBER
21352	1



Barraco and Associates, Inc. CIVIL ENGINEERING - LAND SURVEYING LAND PLANNING www.barraco.net 2271 MAGREGOR BLVD., SUITE 100 FORT MYERS, FLORIDA 33902-2800 PHONE (239) 461-3170 FAX (239) 461-3189 FLORIDA CERTIFICATES OF AUTHORIZATION ENGINEERING 7995 - SURVEYING LB-6940	
PREPARED FOR	
SIESTA V LAND TRUST	
PROJECT DESCRIPTION	
SIESTA V	
SECTIONS 12 & 13 TOWNSHIP 46 S., RANGE 23 E. LEE COUNTY, FLORIDA	
ENGINEER OF RECORD TIMOTHY B. GAVIN, P.E. FOR THE FIRM FLORIDA P.E. NO. 70675 - TMG@BARRACO.NET	
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LOCATION	J:\21352E\DWG\ERP-RS
PLOT DATE	FRI 11-2-2018 - 11:57 AM
PLOT BY	TM GAVIN
CROSS REFERENCED DRAWINGS	
AERIAL - 21352E05A.DWG	
PLAN REVISIONS	
10-30-18	CLIENT COMMENTS
PLAN STATUS	
DRAFT PLANS NOT FOR CONSTRUCTION	
EXISTING CONDITIONS AND AERIAL PHOTOGRAPH	
PROJECT / FILE NO.	SHEET NUMBER
21352	2

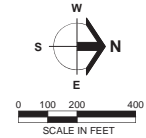




TOTAL PROJECT AREA = 142.31 ACRES

LIMITS OF CLEARING, FILL, IMPACTS AND CONSTRUCTION
NO CLEARING REQUIRED

NOTES:
1. CLEARING IN CUL-DE-SAC AREAS AND LANDSCAPE MEDIAN
TO BE FIELD VERIFIED TO SAVE EXISTING VEGETATION.
2. ONE TREE 8" IN DIAMETER OR GREATER WITHIN THE PROJECT
AREA TO BE FIELD VERIFIED BEFORE CLEARING.



Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MAGREGON BLVD., SUITE 100
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6949
PREPARED FOR:

**SIESTA V
LAND TRUST**

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD
TIMOTHY B. GAVIN, P.E. FOR THE FIRM
FLORIDA P.E. NO. 76675 - TIMB@BARRACO.NET

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FILE NAME J:\2152\DWG\ERP-R3
LOCATION J:\2152\DWG\ERP-R3
PLOT DATE FRI 11-2-2018 - 11:57 AM
PLOT BY TIM GAVIN

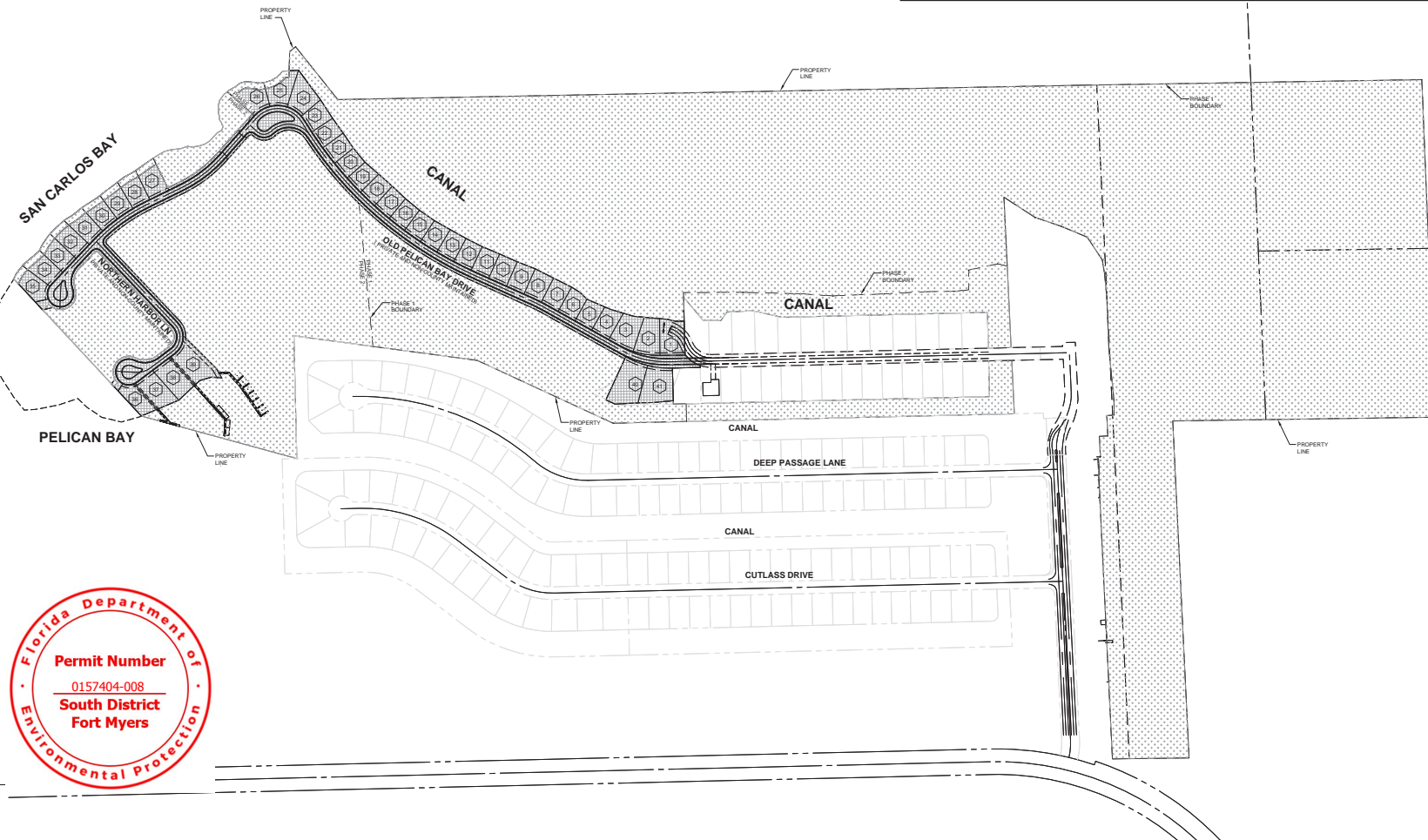
CROSS REFERENCED DRAWINGS

PLAN REVISIONS
10-30-18 CLIENT COMMENTS

PLAN STATUS
APPROVAL SUBMITTAL PLANS
NOT FOR CONSTRUCTION

**MASTER SITE
CLEARING PLAN**

PROJECT / FILE NO. SHEET NUMBER
21352 3

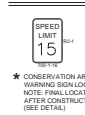


- SIGNING AND PAVEMENT MARKING NOTES:**
1. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LEE COUNTY DEPARTMENT OF TRANSPORTATION PUBLISHED STANDARDS.
 2. PAVEMENT MARKINGS SHALL BE PERMANENT REFLECTIVE TRAFFIC PAINT WITH GLASS BEADS IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS SECTION 715.
 3. MATCH EXISTING PAVEMENT MARKINGS AT EXISTING ROADS.
 4. REMOVE ANY EXISTING SIGNS OR PAVEMENT MARKINGS IN CONFLICT WITH THOSE SHOWN ON PLANS.
 5. ALL STOP SIGN LOCATIONS SHALL INCLUDE A 24" PAINTED WHITE STOP BAR UNLESS NOTED OTHERWISE.
 6. THE CONTRACTOR SHALL COMPLY WITH THE "STATE OF FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS" AND WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
 7. ALL SIGNING, PAVEMENT MARKINGS, ETC. ARE TO BE INCLUDED IN THE LUMP SUM PRICE FOR SIGNING AND MARKING.
 8. THE CONTRACTOR SHALL FURNISH AND INSTALL STREET NAME SIGNS IN ACCORDANCE WITH LEE COUNTY DEVELOPMENT STANDARDS.

PROJECT PHASING:

THE PROJECT INFRASTRUCTURE SHALL BE CONSTRUCTED IN TWO PHASES. PHASE 1 SHALL CONSIST OF LOTS 1-26 & 40-41, INCLUDING ALL ASSOCIATED PAVEMENT, DRAINAGE, AND INFRASTRUCTURE. PHASE 2 SHALL CONSIST OF THE BRIDGE, LOTS 27-39 AND ALL ASSOCIATED PAVEMENT, DRAINAGE, AND INFRASTRUCTURE.

SIGNAGE LEGEND:

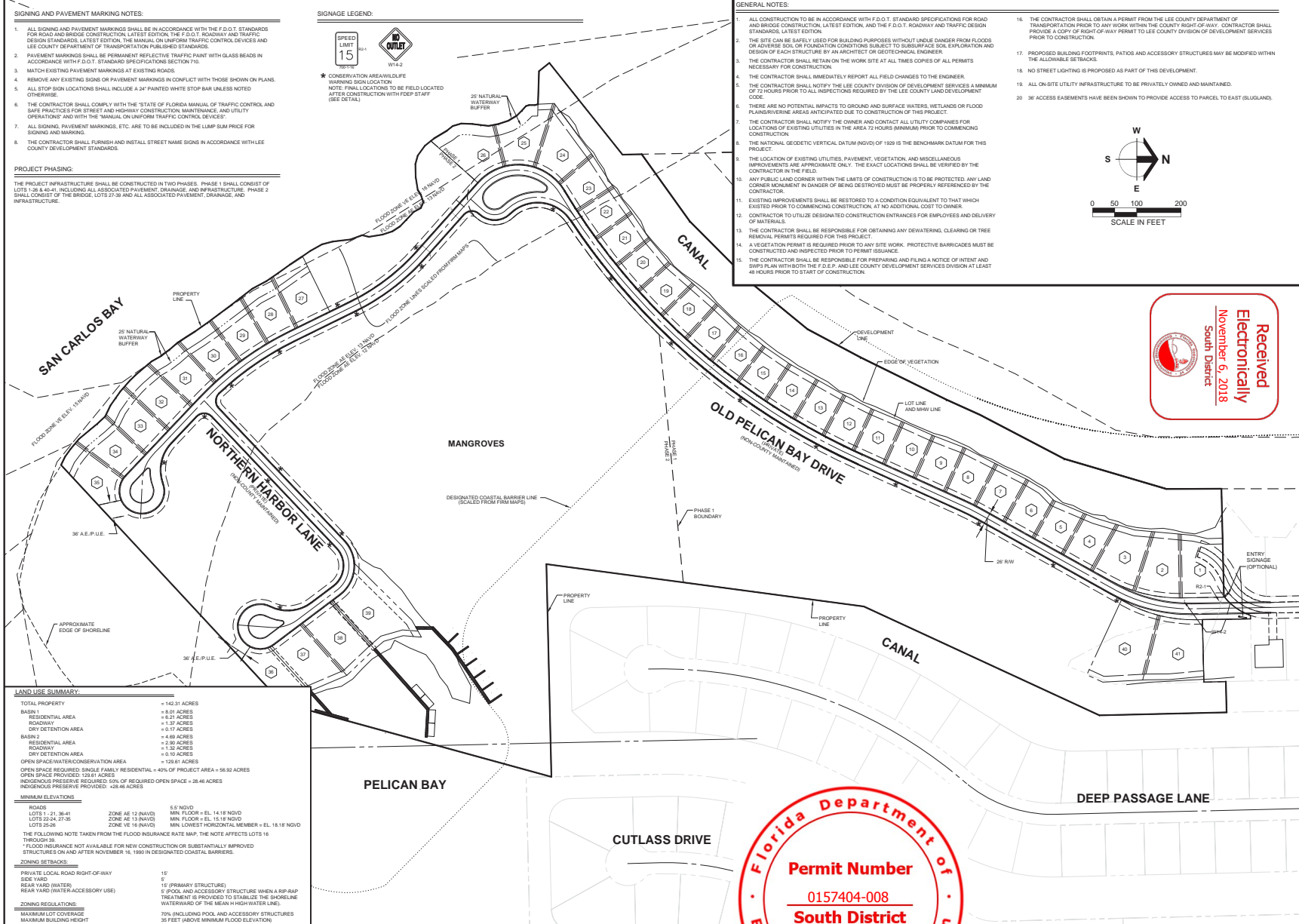
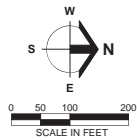


★ CONSERVATION AREA/UTILITY WARNING SIGN LOCATION
NOTE: FINAL LOCATIONS TO BE FIELD LOCATED AFTER CONSTRUCTION WITH DEEP STAFF (SEE DETAIL)

GENERAL NOTES:

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION.
2. COPIES BE COME ONLY BE USED FOR BUILDING PURPOSES WITHOUT UNLAWFUL DANGER FROM FLOODS OR ADVERSE SOIL OR FOUNDATION CONDITIONS SUBJECT TO SUBSURFACE SOIL EXPLORATION AND DESIGN OF EACH STRUCTURE BY AN ARCHITECT OR LICENSED CIVIL ENGINEER.
3. THE CONTRACTOR SHALL RETAIN ON THE WORK SITE AT ALL TIMES COPIES OF ALL PERMITS NECESSARY FOR CONSTRUCTION.
4. THE CONTRACTOR SHALL IMMEDIATELY REPORT ALL FIELD CHANGES TO THE ENGINEER.
5. THE CONTRACTOR SHALL NOTIFY THE LEE COUNTY DIVISION OF DEVELOPMENT SERVICES A MINIMUM OF 72 HOURS PRIOR TO ALL INSPECTIONS REQUIRED BY THE LEE COUNTY LAND DEVELOPMENT CODE.
6. THERE ARE NO POTENTIAL IMPACTS TO GROUND AND SURFACE WATERS, WETLANDS OR FLOOD PLAIN/RIVERINE AREAS ANTICIPATED DUE TO CONSTRUCTION OF THIS PROJECT.
7. THE CONTRACTOR SHALL NOTIFY THE OWNER AND CONTACT ALL UTILITY COMPANIES FOR LOCATIONS OF EXISTING UTILITIES IN THE AREA 72 HOURS (MINIMUM) PRIOR TO COMMENCING CONSTRUCTION.
8. THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929 IS THE BENCHMARK DATUM FOR THIS PROJECT.
9. THE LOCATION OF EXISTING UTILITIES, PAVEMENT, VEGETATION, AND MISCELLANEOUS IMPROVEMENTS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD.
10. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. ANY LAND CORNER MONUMENT IN DANGER OF BEING DESTROYED MUST BE PROPERLY REFERENCED BY THE CONTRACTOR.
11. EXISTING IMPROVEMENTS SHALL BE RESTORED TO A CONDITION EQUIVALENT TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION, AT NO ADDITIONAL COST TO OWNER.
12. CONTRACTOR TO UTILIZE DESIGNATED CONSTRUCTION ENTRANCES FOR EMPLOYEES AND DELIVERY OF MATERIALS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY DEWATERING, CLEARING OR TREE REMOVAL PERMITS REQUIRED FOR THIS PROJECT.
14. A VEGETATION PERMIT IS REQUIRED PRIOR TO ANY SITE WORK. PROTECTIVE BARRICADES MUST BE CONSTRUCTED AND INSPECTED PRIOR TO PERMIT ISSUANCE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND FILING A NOTICE OF INTENT AND SWP PLAN WITH BOTH THE F.D.E.P. AND LEE COUNTY DEVELOPMENT SERVICES DIVISION AT LEAST 48 HOURS PRIOR TO START OF CONSTRUCTION.

16. THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE LEE COUNTY DEPARTMENT OF TRANSPORTATION PRIOR TO ANY WORK WITHIN THE COUNTY RIGHT-OF-WAY. CONTRACTOR SHALL PROVIDE A COPY OF RIGHT-OF-WAY PERMIT TO LEE COUNTY DIVISION OF DEVELOPMENT SERVICES PRIOR TO CONSTRUCTION.
17. PROPOSED BUILDING FOOTPRINTS, PATIOS AND ACCESSORY STRUCTURES MAY BE MODIFIED WITHIN THE ALLOWABLE SETBACKS.
18. NO STREET LIGHTING IS PROPOSED AS PART OF THIS DEVELOPMENT.
19. ALL ON-SITE UTILITY INFRASTRUCTURE TO BE PRIVATELY OWNED AND MAINTAINED.
20. 36" ACCESS EASEMENTS HAVE BEEN SHOWN TO PROVIDE ACCESS TO PARCEL TO EAST (SLUGLAND).



LAND USE SUMMARY:

TOTAL PROPERTY	= 142.31 ACRES
BASIN 1	= 8.01 ACRES
RESIDENTIAL AREA	= 0.21 ACRES
ROADWAY	= 1.37 ACRES
DRY DETENTION AREA	= 0.17 ACRES
BASIN 2	= 4.68 ACRES
RESIDENTIAL AREA	= 2.30 ACRES
ROADWAY	= 1.32 ACRES
DRY DETENTION AREA	= 0.10 ACRES
OPEN SPACE/WATER/CONSERVATION AREA	= 120.81 ACRES
OPEN SPACE REQUIRED: SINGLE FAMILY RESIDENTIAL = 40% OF PROJECT AREA = 56.92 ACRES	
OPEN SPACE PROVIDED: 120.81 ACRES	
INDIGENOUS PRESERVE REQUIRED: 50% OF REQUIRED OPEN SPACE = 28.46 ACRES	
INDIGENOUS PRESERVE PROVIDED: 428.46 ACRES	

MINIMUM ELEVATIONS

ROADS	5.5' NGVD
LOTS 1-21, 38-41	ZONE AE 12 (NAVD)
LOTS 22-30	ZONE AE 13 (NAVD)
LOTS 31-37	ZONE AE 14 (NAVD)

THE FOLLOWING NOTE TAKEN FROM THE FLOOD INSURANCE RATE MAP: THE NOTE AFFECTS LOTS 16 THROUGH 30.
* FLOOD INSURANCE NOT AVAILABLE FOR NEW CONSTRUCTION OR SUBSTANTIALLY IMPROVED STRUCTURES ON AND AFTER NOVEMBER 16, 1990 IN DESIGNATED COASTAL BARRIERS.

ZONING SETBACKS:

PRIVATE LOCAL ROAD RIGHT-OF-WAY	10'
SIDE YARD	5'
REAR YARD (WATER)	5' (PRIMARY STRUCTURE)
REAR YARD (WATER/ACCESSORY USE)	5' (POOL AND ACCESSORY STRUCTURE WHEN A RIP-RAP TREATMENT IS PROVIDED TO STABILIZE THE SHORELINE WATERWARD OF THE MEAN HIGH WATER LINE)

ZONING REGULATIONS:

MAXIMUM LOT COVERAGE	70% INCLUDING POOL AND ACCESSORY STRUCTURES
MAXIMUM BUILDING HEIGHT	35 FEET ABOVE MINIMUM FLOOD ELEVATION



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PHONE (239) 461-3170
FAX (239) 461-3189

FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6945

PREPARED FOR:

**SIESTA V
LAND TRUST**

PROJECT DESCRIPTION:

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD
TIMOTHY B. GAVIN, P.E. FOR THE FIRM
FLORIDA P.E. NO. 70675 - TBM@BARRACONET

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LOCATION: J:\1352\DWG\ERP-R3
PLOT DATE: FRI 11-2-2018 11:58 AM
PLOT BY: TIM GAVIN

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

NO.	DATE	REVISION
10-30-18		CLIENT COMMENTS

PLAN STATUS

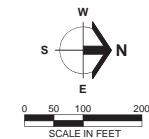
APPROVAL SUBMITTAL PLANS
NOT FOR CONSTRUCTION

**SITE LAYOUT, SIGNING
AND PHASING PLAN**

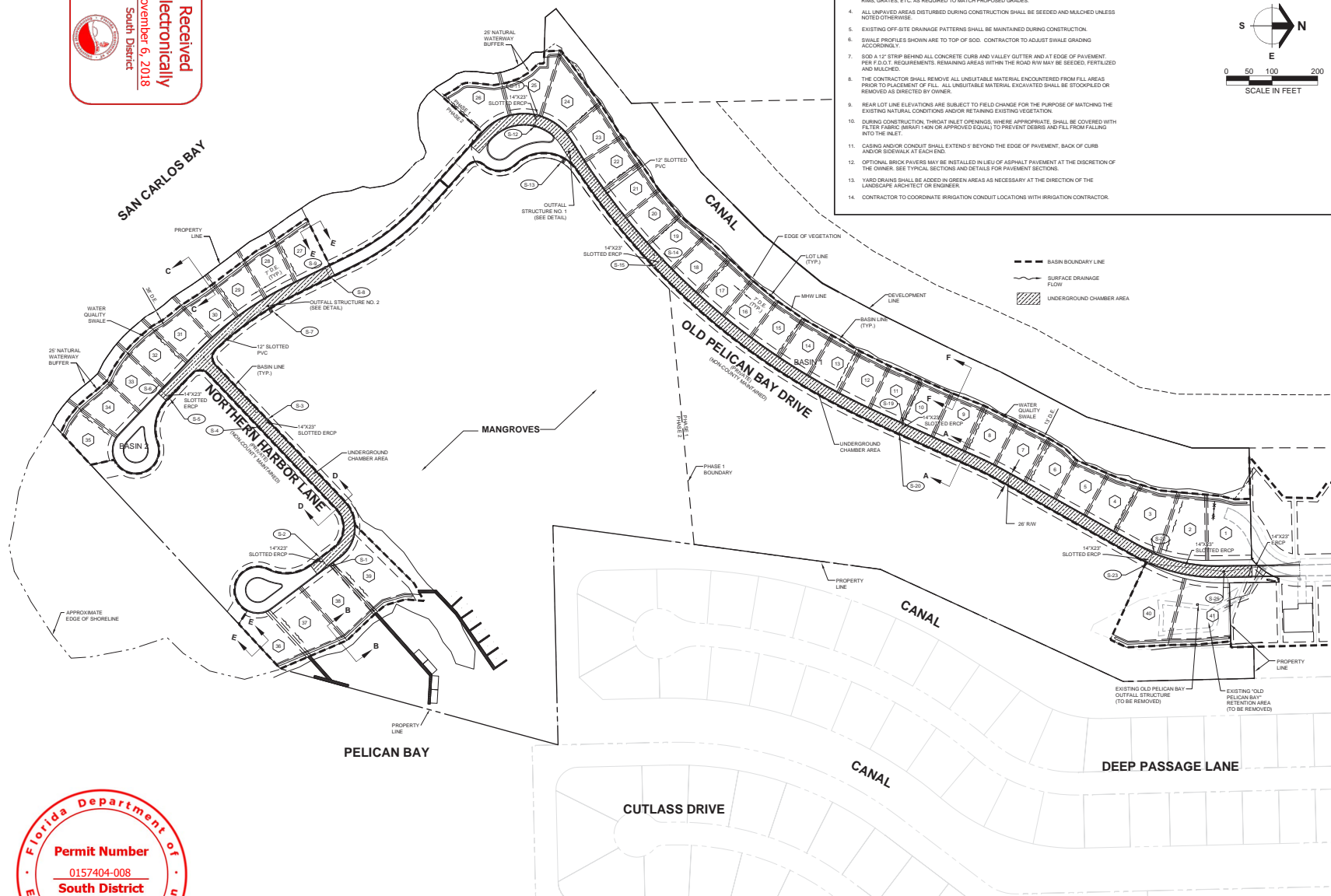
PROJECT / FILE NO.	SHEET NUMBER
21352	4



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ENGINEERING 7995 - SURVEYING LB-6945
PREPARED FOR:



- GENERAL DRAINAGE NOTES:
1. THE LENGTH OF STORM DRAIN PIPES SHOWN ON PLANS ARE APPROXIMATE AND HAVE BEEN MEASURED FROM THE INSIDE FACE OF STRUCTURE.
 2. LOCATIONS OF DRAINAGE STRUCTURES MAY BE FIELD ADJUSTED TO PRESERVE EXISTING VEGETATION AS APPROVED BY THE ENGINEER.
 3. THE CONTRACTOR IS REQUIRED TO ADJUST ALL EXISTING AND PROPOSED VALVE BOXES, MANHOLE RIMS, GRATES, ETC. AS REQUIRED TO MATCH PROPOSED GRADES.
 4. ALL UNPAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS NOTED OTHERWISE.
 5. EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE MAINTAINED DURING CONSTRUCTION.
 6. SWALE PROFILES SHOWN ARE TO TOP OF SOD. CONTRACTOR TO ADJUST SWALE GRADING ACCORDINGLY.
 7. SOD A 1" STRIP BEHIND ALL CONCRETE CURB AND VALLEY GUTTER AND AT EDGE OF PAVEMENT PER F.O.D.T. REQUIREMENTS. REMAINING AREAS WITHIN THE ROAD R/W MAY BE SEED, FERTILIZED AND MULCHED.
 8. THE CONTRACTOR SHALL REMOVE ALL UNSUITABLE MATERIAL ENCOUNTERED FROM FILL AREAS PRIOR TO PLACEMENT OF FILL. ALL UNSUITABLE MATERIAL EXCAVATED SHALL BE STOCKPILED OR REMOVED AS DIRECTED BY OWNER.
 9. REAR LOT LINE ELEVATIONS ARE SUBJECT TO FIELD CHANGE FOR THE PURPOSE OF MATCHING THE EXISTING NATURAL CONDITIONS AND/OR RETAINING EXISTING VEGETATION.
 10. DURING CONSTRUCTION, THREAT INLET OPENINGS, WHERE APPROPRIATE, SHALL BE COVERED WITH FILTER FABRIC (MMSAF 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM FALLING INTO THE INLET.
 11. CASING AND/OR CONDUIT SHALL EXTEND 5' BEYOND THE EDGE OF PAVEMENT, BACK OF CURB AND/OR SIDEWALK AT EACH END.
 12. OPTIONAL BRICK PAVERS MAY BE INSTALLED IN LIEU OF ASPHALT PAVEMENT AT THE DISCRETION OF THE OWNER. SEE TYPICAL SECTIONS AND DETAILS FOR PAVEMENT SECTIONS.
 13. YARD DRAINS SHALL BE ADDED IN GREEN AREAS AS NECESSARY AT THE DIRECTION OF THE LANDSCAPE ARCHITECT OR ENGINEER.
 14. CONTRACTOR TO COORDINATE IRRIGATION CONDUIT LOCATIONS WITH IRRIGATION CONTRACTOR.



**SIESTA V
LAND TRUST**

PROJECT DESCRIPTION
SIESTA V
SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD
TIMOTHY B. GAVIN, P.E. FOR THE FIRM
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BASEPLAN = 21352ERP00.DWG

PLAN REVISIONS	
NO.	CLIENT COMMENTS
10-30-18	

PLAN STATUS
DRAFT PLANS
NOT FOR CONSTRUCTION

**MASTER
DRAINAGE
PLAN**

PROJECT / FILE NO.	SHEET NUMBER
21352	5





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PREPARED FOR

SIESTA V LAND TRUST

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD
TIMOTHY B. GAVIN, P.E. FOR THE FIRM
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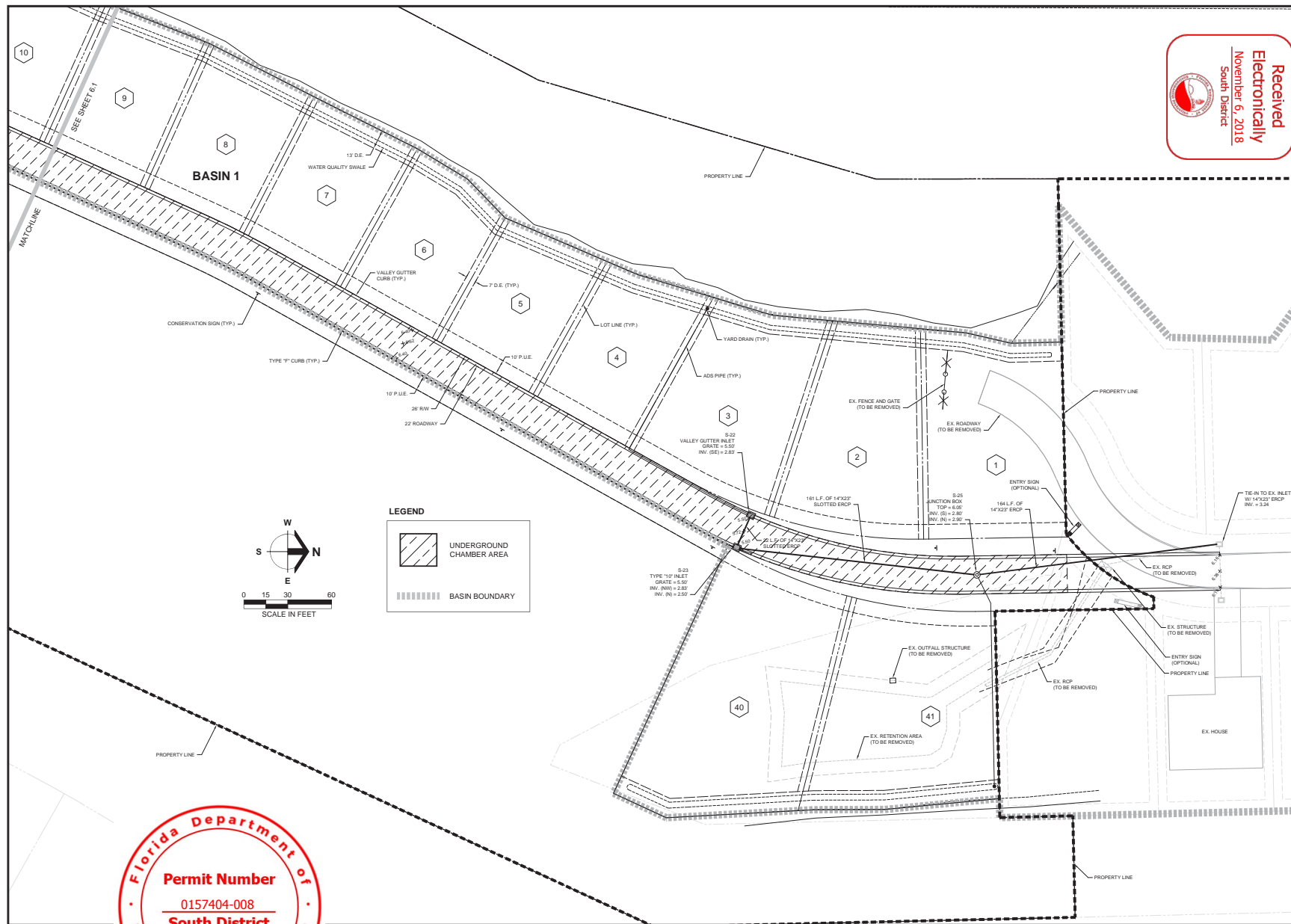
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PLAN REVISIONS	
NO.	CLIENT COMMENTS
10-30-18	

PLAN STATUS
DRAFT PLANS
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DETAILED DRAINAGE PLANS

PROJECT / FILE NO.	SHEET NUMBER
21352	6.0





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PREPARED FOR

**SIESTA V
LAND TRUST**

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD

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PLOT DATE FRI 11-2-2018 11:59 AM
PLOT BY TIM GAVIN

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BASEPLAN = 21352E00.DWG

PLAN REVISIONS

10-30-18 CLIENT COMMENTS

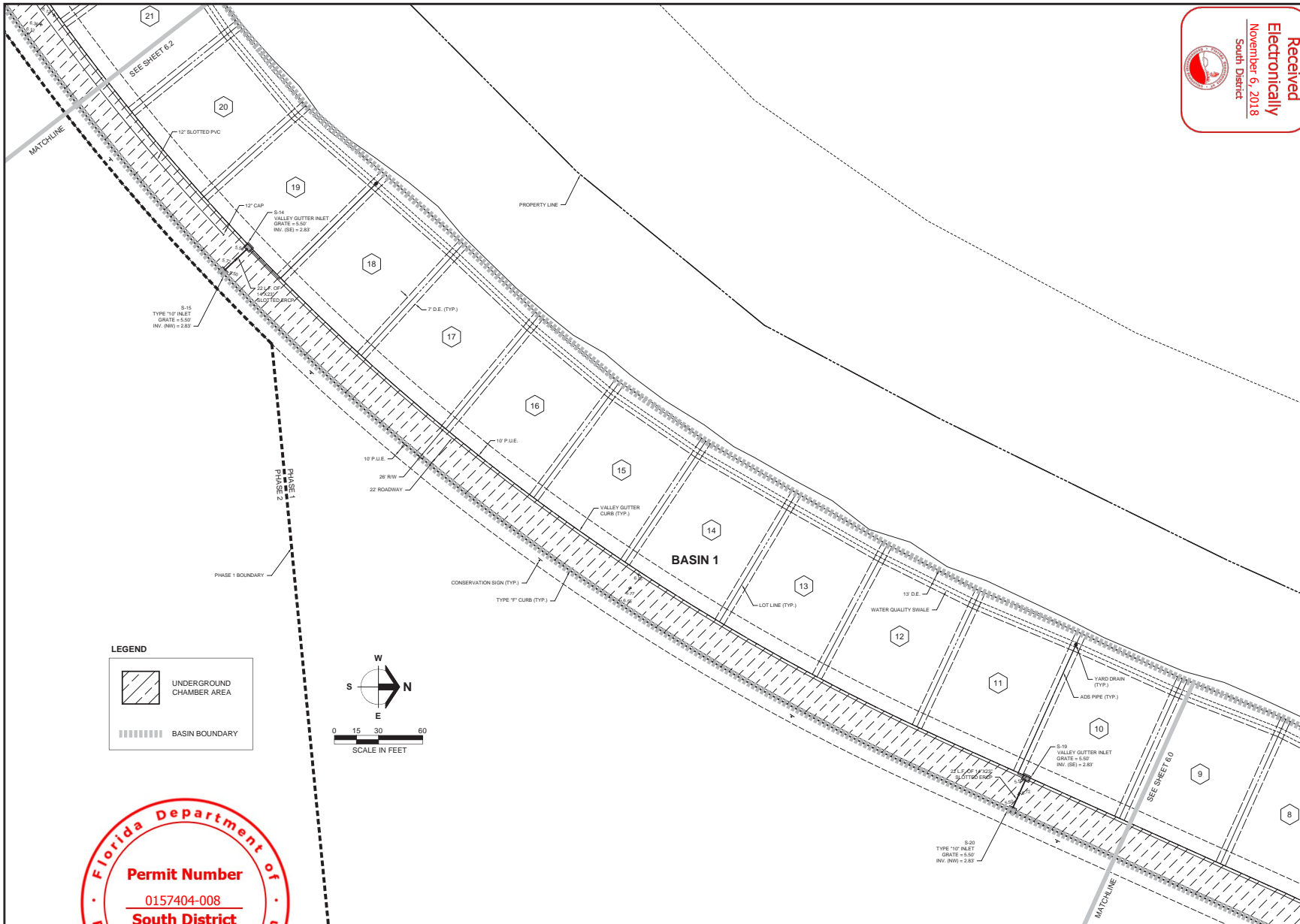
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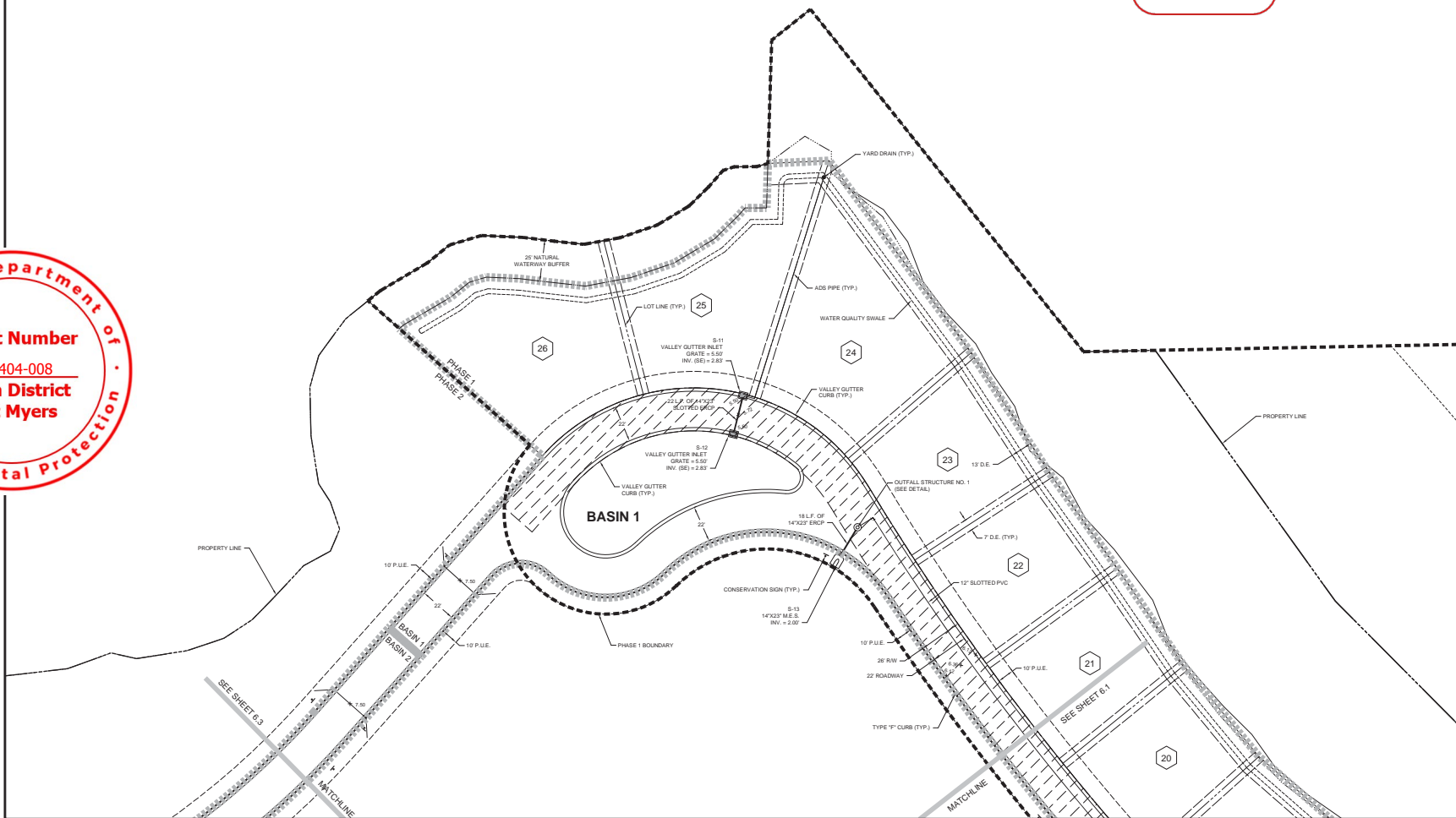
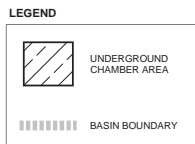
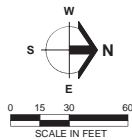
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**DETAILED
DRAINAGE
PLANS**

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21352 6.1





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ENGINEERING 7995 - SURVEYING LB-6949

PREPARED FOR

SIESTA V LAND TRUST

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD
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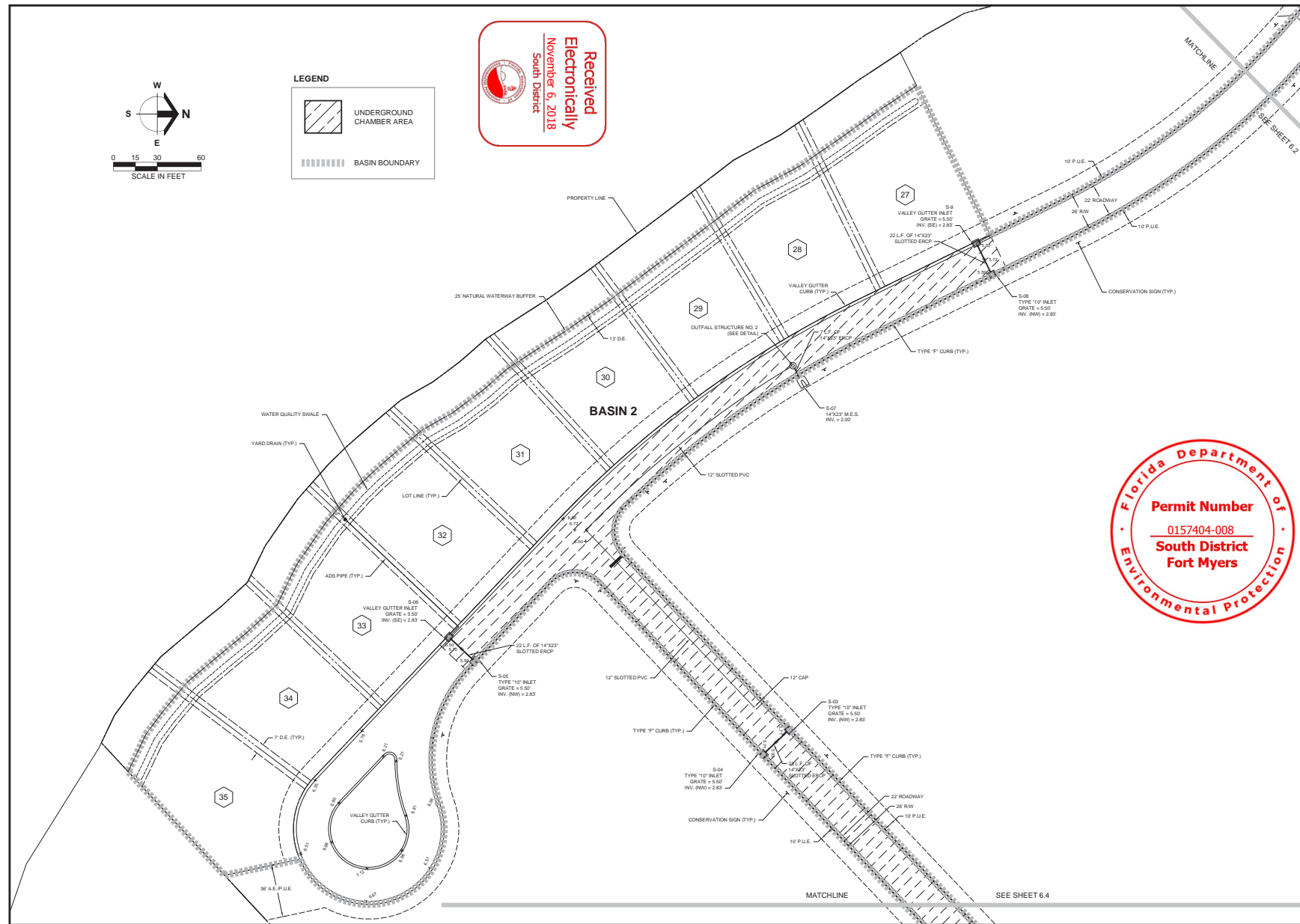
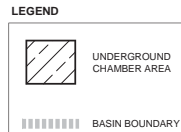
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PLAN REVISIONS	
NO.	CLIENT COMMENTS
10-30-18	

PLAN STATUS
DRAFT PLANS
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DETAILED DRAINAGE PLANS

PROJECT / FILE NO.	SHEET NUMBER
21352	6.2

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PREPARED FOR

SIESTA V
LAND TRUST

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD

TIMOTHY B. GAVIN, P.E., FOR THE FIRM
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LOT DATE	FRI 11-2-2018 - 11:59 AM
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PLAN REVISIONS

10-30-18	CLIENT COMMENTS
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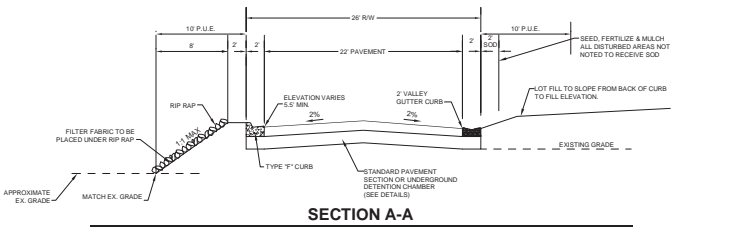
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DRAFT PLANS
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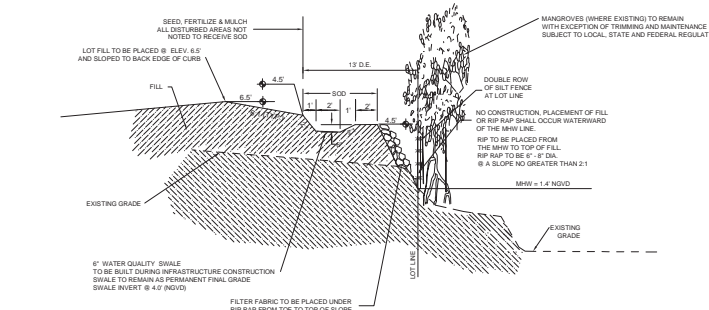
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PLANS

PROJECT / FILE NO.	SHEET NUMBER
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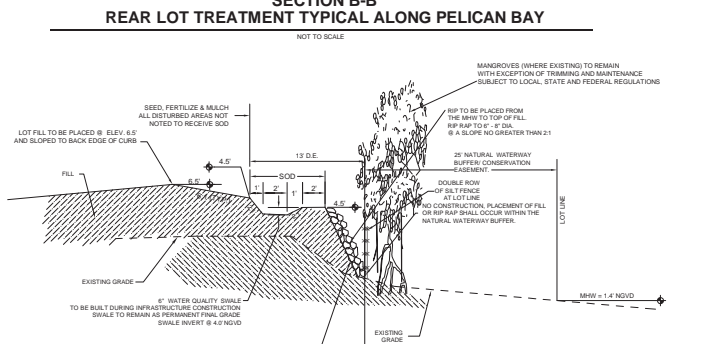
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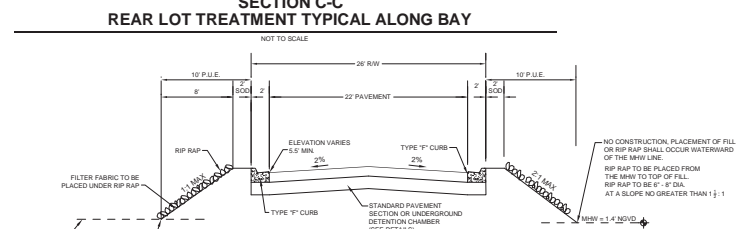
SECTION A-A
REAR LOT TREATMENT TYPICAL ALONG PELICAN BAY



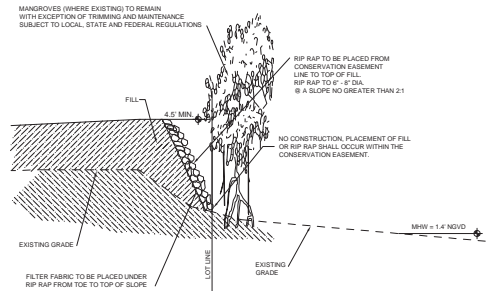
SECTION B-B
REAR LOT TREATMENT TYPICAL ALONG PELICAN BAY



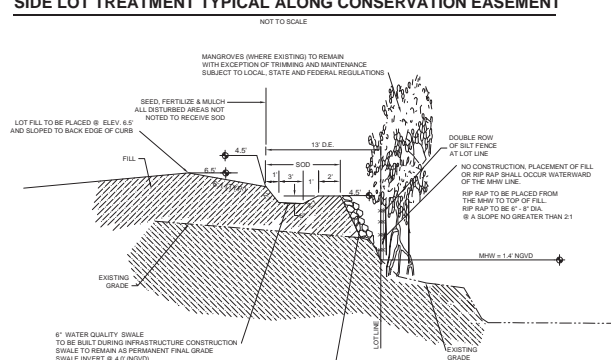
SECTION C-C
REAR LOT TREATMENT TYPICAL ALONG BAY



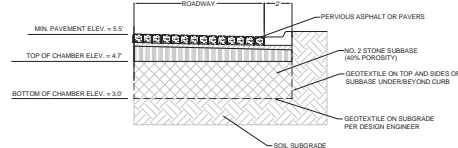
SECTION D-D (BASIN TWO)



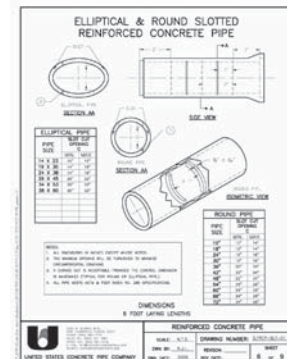
SECTION E-E
SIDE LOT TREATMENT TYPICAL ALONG CONSERVATION EASEMENT



SECTION F-F
REAR LOT TREATMENT TYPICAL ALONG CANAL



PERVIOUS PAVER SYSTEM WITH PARTIAL EXFILTRATION TO SOIL SUBGRADE



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SIESTA V LAND TRUST

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD
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PLAN REVISIONS

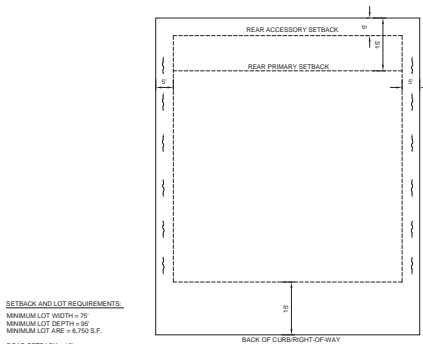
NO.	DATE	REVISION
10-30-18		CLIENT COMMENTS

PLAN STATUS

DRAFT PLANS
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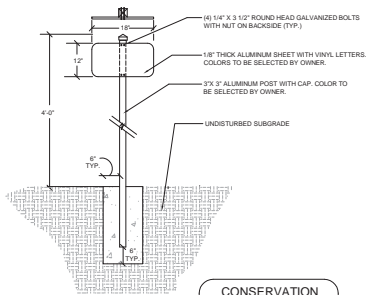
TYPICAL SECTIONS

PROJECT / FILE NO.	SHEET NUMBER
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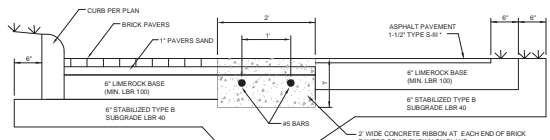
SETBACK AND LOT REQUIREMENTS:
 MINIMUM LOT WIDTH = 35'
 MINIMUM LOT DEPTH = 95'
 MINIMUM LOT AREA = 5,750 S.F.
 ROAD SETBACK = 15'
 SIDE YARD SETBACK = 5'
 REAR (WATERSIDE) 15' (PRIMARY STRUCTURE)
 REAR (WATERSIDE) 5' (ACCESSORY STRUCTURE)

TYPICAL LOT DETAIL
 N.T.S.



CONSERVATION AREA
 NO CLEARING OR DUMPING ALLOWED
 PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

PRESERVE SIGN DETAIL
 N.T.S.



STRUCTURAL EQUIVALENCY CALCULATIONS:

STANDARD PAVEMENT SECTION	LAYER COEFFICIENT	THICKNESS	SUBTOTAL
TYPE S-II ASPHALT PAVEMENT	0.30 / INCH	1-1/2"	0.45
LIMEROCK BASE (MIN. LBR 100)	0.18 / INCH	6"	1.08
STABILIZED SUBGRADE (LBR 40)	0.08 / INCH	6"	0.48
TOTAL			2.01

PAVER BRICK SECTION	LAYER COEFFICIENT	THICKNESS	SUBTOTAL
ECONCRETE (1100 PSI)*	0.25 / INCH	2"	0.50
LIMEROCK BASE	0.18 / INCH	6"	1.08
STABILIZED SUBGRADE (LBR 40)	0.08 / INCH	6"	0.48
TOTAL			2.06

* PAVER BRICKS ARE 8000 PSI. ECONCRETE USED FOR COMPARISON ONLY.

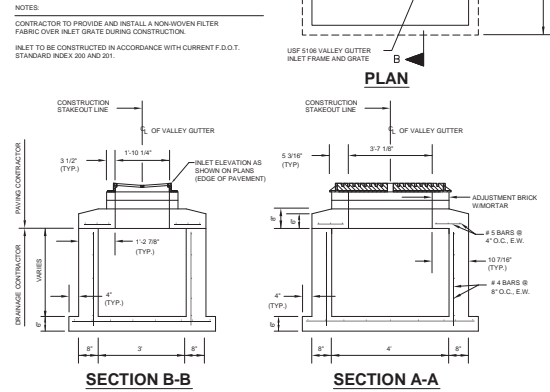
COST OF BRICK PAVERS, LIMEROCK BASE AND SAND TO BE INCLUDED IN UNIT COST FOR BRICK PAVERS. COST OF SUBGRADE TO BE INCLUDED IN UNIT COST FOR STABILIZED SUBGRADE.

* TWO (2) 3/4" LIFTS OF TYPE S-II ASPHALTIC CONCRETE MAY BE PROVIDED AS AN ALTERNATE. THE FIRST LIFT SHALL BE PLACED PRIOR TO CERTIFICATE OF COMPLETION FOR SITE WORK. THE SECOND LIFT SHALL BE PLACED PRIOR TO RECEIVING THE CERTIFICATE OF OCCUPANCY FOR THE LAST UNIT IN EACH PHASE OF CONSTRUCTION.

ALL UNPAVED AREAS WITHIN THE RIGHT OF WAY SHALL RECEIVE SOD OR SEED & MULCH.

LIMEROCK BASE AND STABILIZED SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 98% OF MODIFIED PROCTOR (ASTM D 1557).
 3" OF LIMEROCK BASE MATERIAL MAY BE SUBSTITUTED AS AN ALTERNATE DESIGN TO THE 6" STABILIZED SUBGRADE.
 OPTIONAL BRICK PAVER SURFACE MAY BE UTILIZED FOR ALL OR PART OF ROADWAY AT THE DISCRETION OF THE OWNER.

TYPICAL PAVEMENT SECTION
 N.T.S.



VALLEY GUTTER INLET DETAIL
 N.T.S.



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 FLORIDA CERTIFICATES OF AUTHORIZATION
 ENGINEERING 7995 - SURVEYING LB-6945

SIESTA V LAND TRUST

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
 TOWNSHIP 46 S., RANGE 23 E.
 LEE COUNTY, FLORIDA

ENGINEER OF RECORD
 TIMOTHY B. GAVIN, P.E. FOR THE FIRM
 FLORIDA P.E. NO. 70675 - TMG@BARRACONET

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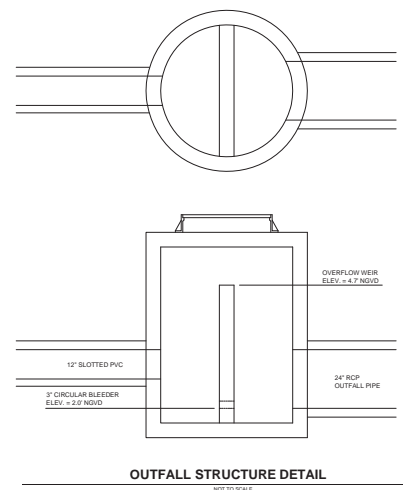
CROSS REFERENCED DRAWINGS

PLAN REVISIONS	
NO.	REVISION
10-30-18	CLIENT COMMENTS

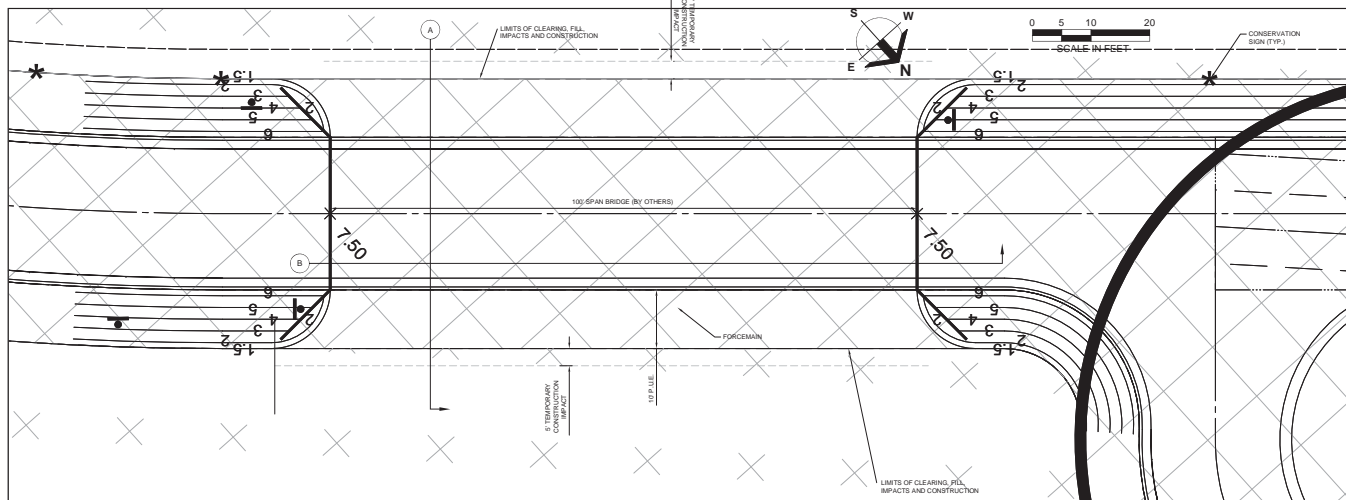
PLAN STATUS
 DRAFT PLANS
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PAVING, DRAINAGE AND MISCELLANEOUS DETAILS

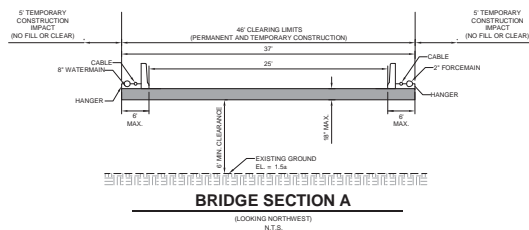
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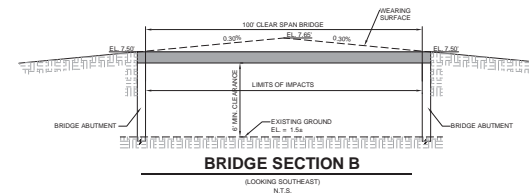
PREPARED FOR	
<h1 style="margin: 0;">SIESTA V LAND TRUST</h1>	
PROJECT DESCRIPTION	
<h1 style="margin: 0;">SIESTA V</h1>	
SECTIONS 12 & 13 TOWNSHIP 46 S., RANGE 23 E. LEE COUNTY, FLORIDA	
ENGINEER OF RECORD	
TIMOTHY B. GAVIN, P.E. FOR THE FIRM FLORIDA P.E. NO. 70675 - TBG@BARRACDD.NET	
F.P.E. NAME: J. J. BARRACDD	
LOCATION: J21352C01GESP-R3	
PLOT DATE: FRI 11-2-2018 - 12:00 PM	
PLOT BY: TM GAVIN	
CROSS REFERENCED DRAWINGS	
PLAN REVISIONS	
10-30-18	CLIENT COMMENTS
PLAN STATUS	
DRAFT PLANS NOT FOR CONSTRUCTION	
<h2 style="margin: 0;">OUTFALL STRUCTURE DETAILS</h2>	
PROJECT / FILE NO.	SHEET NUMBER
21352	9



BRIDGE PLAN VIEW



- NOTES:
1. NO SCUPPERS TO BE INSTALLED ON BRIDGE. ALL DRAINAGE RUN OFF TO DRY DETENTION AREAS.
 2. ALL CONSTRUCTION STAGING MUST BE LIMITED TO IMPACT AREAS AS SHOWN ON THESE PLANS.
 3. BRIDGE TO BE SUPPORTED BY A DEEP FOUNDATION SYSTEM (E.G. DRIVEN PILES, AUGER CAST PIPE).



Barraco
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CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING

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PHONE (239) 461-3170
FAX (239) 461-3189

FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7895 - SURVEYING LB-6940

PREPARED FOR

**SIESTA V
LAND TRUST**

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD

TIMOTHY B. GAVIN, P.E. FOR THE FIRM
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LOCATION J:\21352\DWG\BRP-R3
PLOT DATE FRI 11-2-2018 - 12:01 PM
PLOT BY TIM GAVIN

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

10-18-07	FEDERAL COMMENTS - 8-28-07
10-30-18	CLIENT COMMENTS

PLAN STATUS

APPROVAL SUBMITTAL PLANS
NOT FOR CONSTRUCTION

**SPAN BRIDGE
DETAILS AND
SECTIONS**

PROJECT / FILE NO.	SHEET NUMBER
21352	10

**SIESTA V
LAND TRUST**

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD

TIMOTHY B. GAVIN, P.E. FOR THE FIRM
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PLOT DATE FRI 11-2-2018 - 12:12 PM
PLOT BY TM GAVIN

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

NO.	DATE	REVISION
10-30-18		CLIENT COMMENTS





PLAN STATUS

DRAFT PLANS
NOT FOR CONSTRUCTION

**EROSION
CONTROL
PLAN**

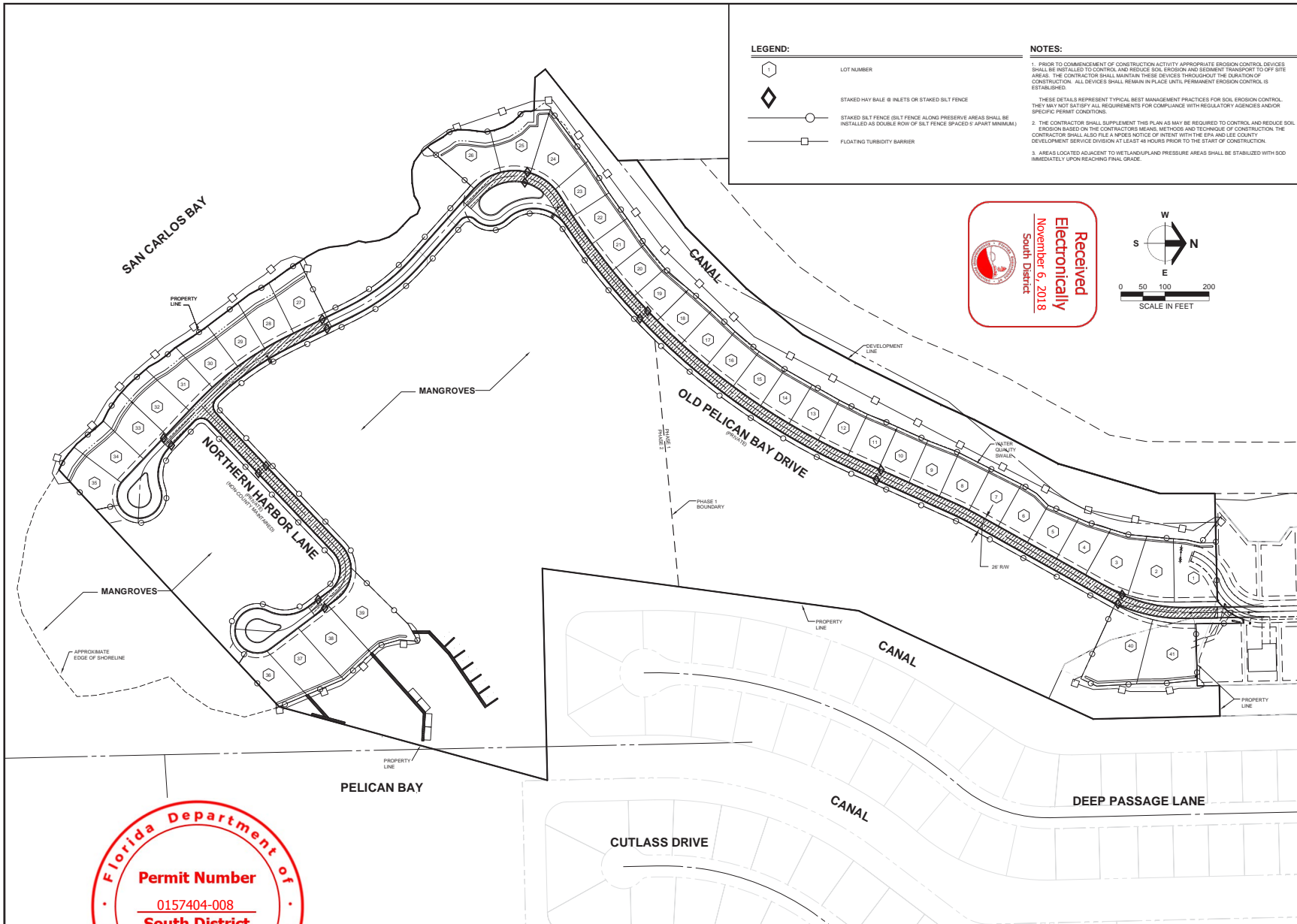
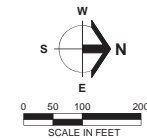
PROJECT / FILE NO.	SHEET NUMBER
21352	12

LEGEND:

-  LOT NUMBER
-  STAKED HAY BALE @ INLETS OR STAKED SILT FENCE
-  STAKED SILT FENCE (SILT FENCE ALONG PRESERVE AREAS SHALL BE INSTALLED AS DOUBLE ROW OF SILT FENCE SPACED 5' APART MINIMUM)
-  FLOATING TURBIDITY BARRIER

NOTES:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANSPORT TO OFF SITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL REMAIN IN PLACE UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
2. THESE DETAILS REPRESENT TYPICAL BEST MANAGEMENT PRACTICES FOR SOIL EROSION CONTROL. THEY MAY NOT SATISFY ALL REQUIREMENTS FOR COMPLIANCE WITH REGULATORY AGENCIES AND/OR SPECIFIC PERMIT CONDITIONS.
3. THE CONTRACTOR SHALL SUPPLEMENT THIS PLAN AS MAY BE REQUIRED TO CONTROL AND REDUCE SOIL EROSION BASED ON THE CONTRACTORS MEANS, METHODS AND TECHNIQUE OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO FILE A NOTICE OF INTENT WITH THE EPA AND LEE COUNTY DEVELOPMENT SERVICE DIVISION AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. AREAS LOCATED ADJACENT TO WETLAND AND PRESSURE AREAS SHALL BE STABILIZED WITH SOD IMMEDIATELY UPON REACHING FINAL GRADE.



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FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6945

PREPARED FOR:

SIESTA V LAND TRUST

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD

TIMOTHY B. GAVIN, P.E. FOR THE FIRM
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FILE NAME: 21352.DWG

LOCATION: J:\21352\DWG\ERP-R3

PLOT DATE: FRI 11-2-2018 - 12:12 PM

PLOT BY: TIM GAVIN

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

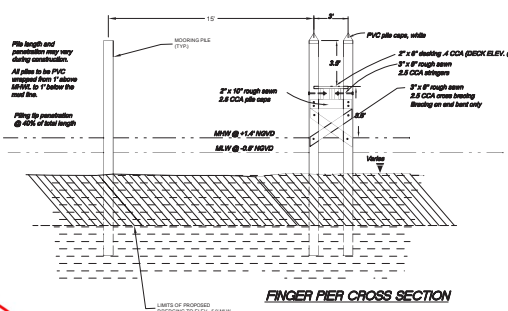
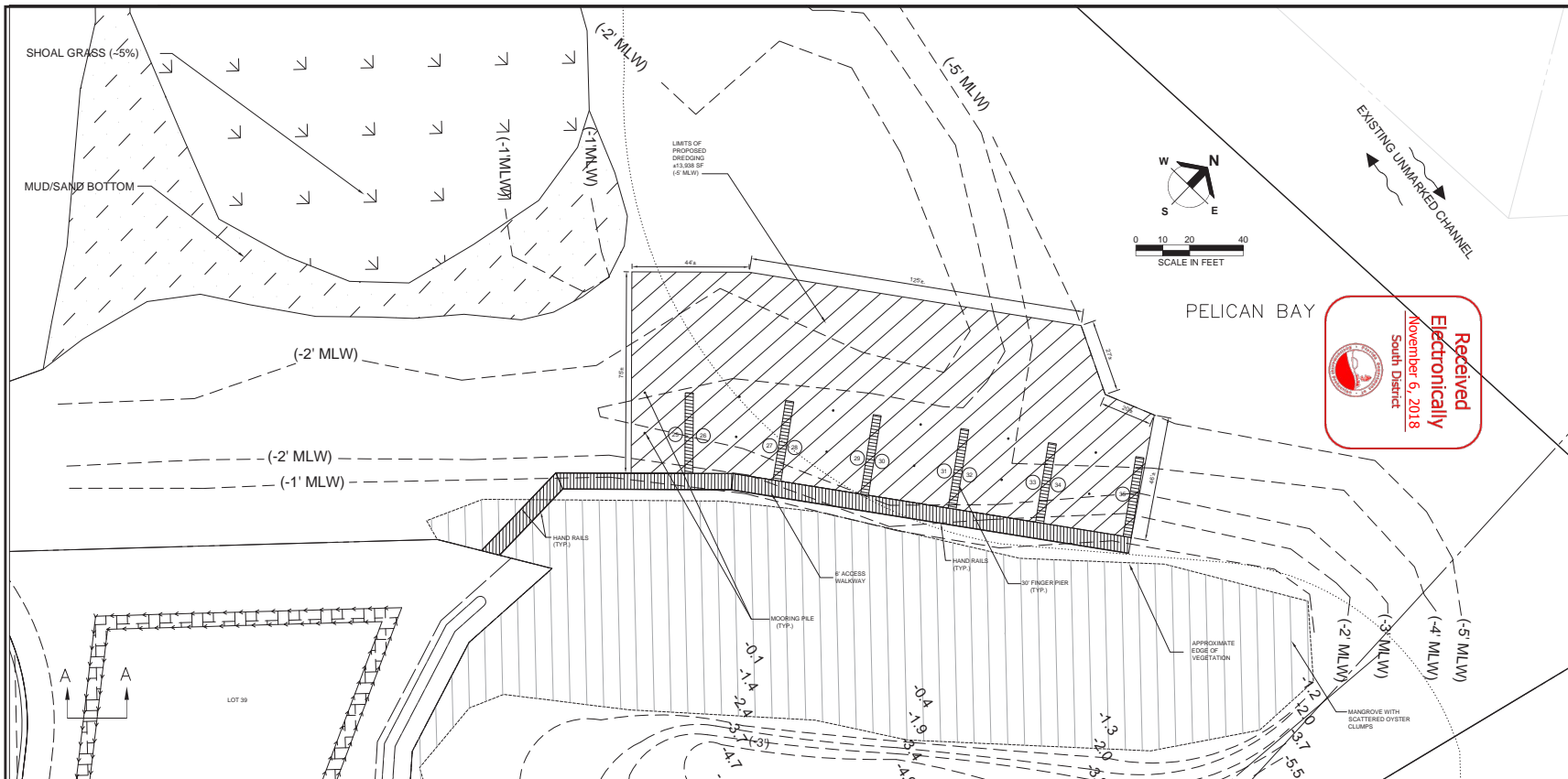
9-27-09	ADD BENTHIC DATA
11-24-09	FEED 10-25 FOR RM
5-12-07	FEED 12-25 FOR RM
9-26-00	DREDGE DMS
10-18-07	FEDERAL COMMENTS - 2-28-07
10-30-16	CLIENT COMMENTS

PLAN STATUS

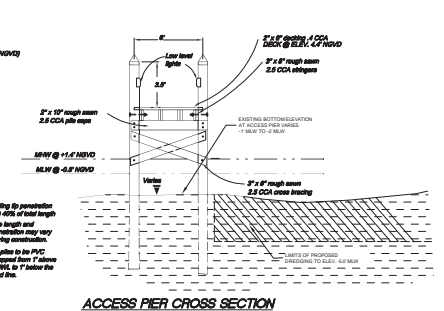
APPROVAL SUBMITTAL PLANS
NOT FOR CONSTRUCTION

DOCK & DREDGE PLAN

PROJECT / FILE NO.	SHEET NUMBER
21352	13



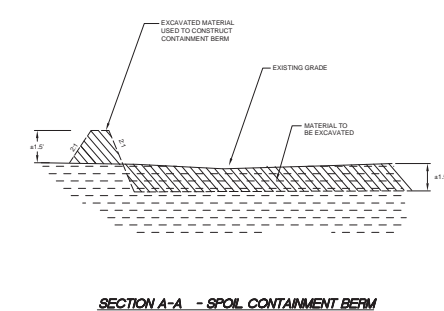
FINGER PIER CROSS SECTION



ACCESS PIER CROSS SECTION

NOTE: ALL DOCK FACILITIES TO INCLUDE REFLECTORS ON ALL OUTBOARD MOORING PILES. ADDITIONAL REFLECTORS / LIGHTING IF REQUIRED SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL GUIDELINES.

30 ASSOCIATED LOT ASSIGNMENT



SECTION A-A - SPOIL CONTAINMENT BERM



**SIESTA V
LAND TRUST**

PROJECT DESCRIPTION

SIESTA V

SECTIONS 12 & 13
TOWNSHIP 46 S., RANGE 23 E.
LEE COUNTY, FLORIDA

ENGINEER OF RECORD

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FILE NAME: 21352B3.DWG

LOCATION: J:\21352\DWG\ERP-R3

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PLOT BY: TIM GAVIN

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

10-18-07 FEDERAL COMMENTS - 8-28-07

10-30-18 CLIENT COMMENTS

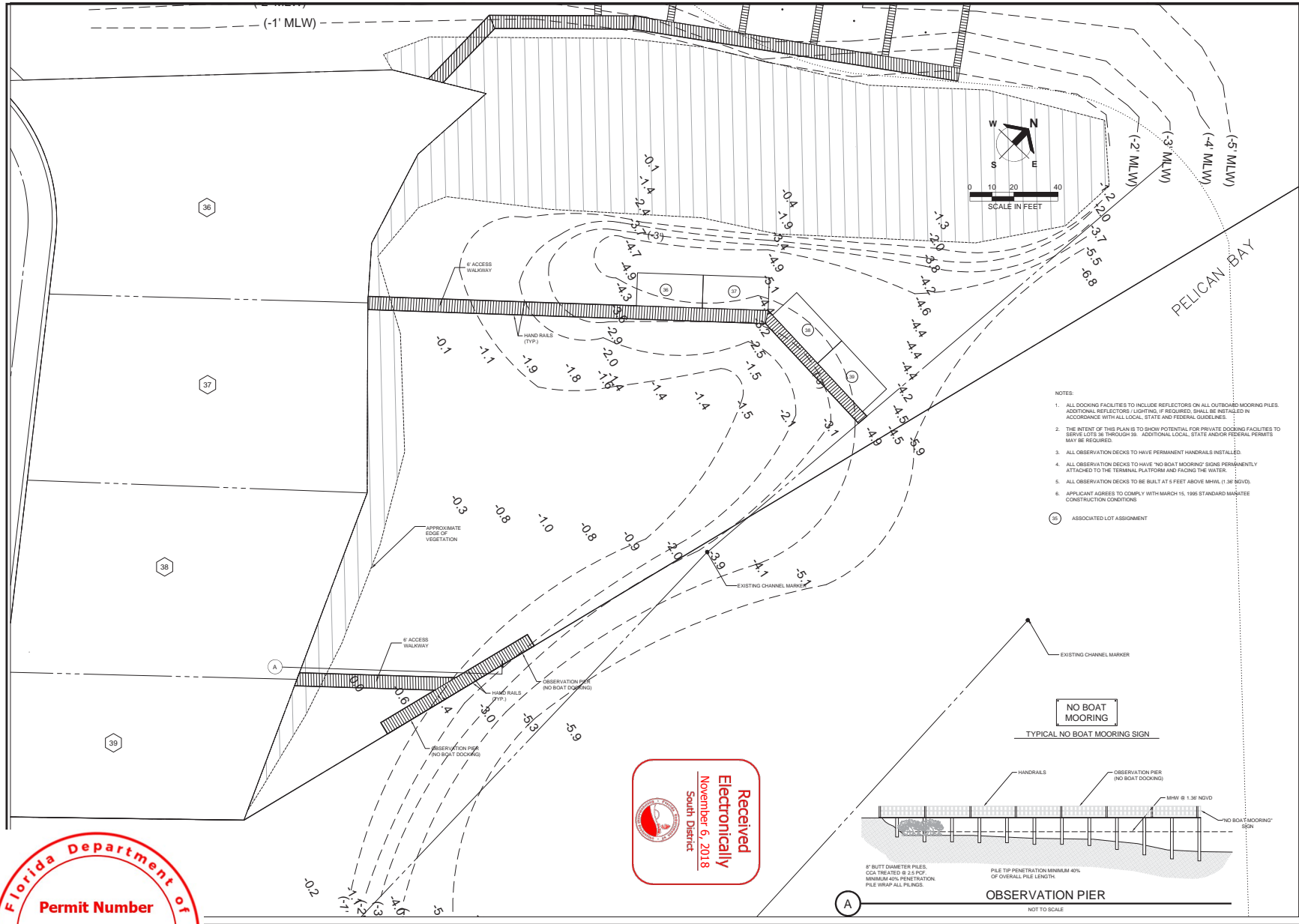
PLAN STATUS

APPROVAL SUBMITTAL PLANS
NOT FOR CONSTRUCTION

**DOCK
PLAN
LOTS 36-39**

PROJECT / FILE NO. SHEET NUMBER

21352 14



MONITORING PROGRAM

Schedule

Monitoring of the “scrape down” area will consist of time-zero (immediately following hydro-blasting), sixth month, and Years 1, 2, 3, 4, and 5 observations to ensure that mangrove recruitment is documented within the hydro-blasted area.

The observations will target the following:

- Time-Zero – Establishing baseline conditions.
- Six Months – To ensure elevations of the restoration area are maintained and to document mangrove seedling recruitment into the restoration area.
- Years 1, 2, 3, 4, and 5 following hydro-blasting – To document mangrove seedling recruitment into the restoration area.

Vegetation

Monitoring methodology for all periods will use identical methods of data collection. Vegetation in the herbaceous (ground cover) stratum will be documented along three monitoring transects (Sheet 3 of 3). To facilitate accurate and repeatable documentation, the point frame method (Bonham 1989) will be utilized. Point quadrats will be observed at the beginning and end and at approximately 100-foot intervals along each monitoring transect. Each point quadrat will consist of a one-meter square wire grid with 25 cross points. Any plant species or non-vegetated area directly below a cross point will be recorded. Each cross point represents four percent of the square meter. For each observation station, species identified will be listed and percent cover computed and discussed. Water depths will also be recorded at each observation station.

Photographic Documentation

A photograph will be taken at the start and end points of each transect (Sheet 3 of 3). Photographs will accompany vegetation data in each report. Locations of photograph stations will remain the same throughout the duration of the monitoring program.

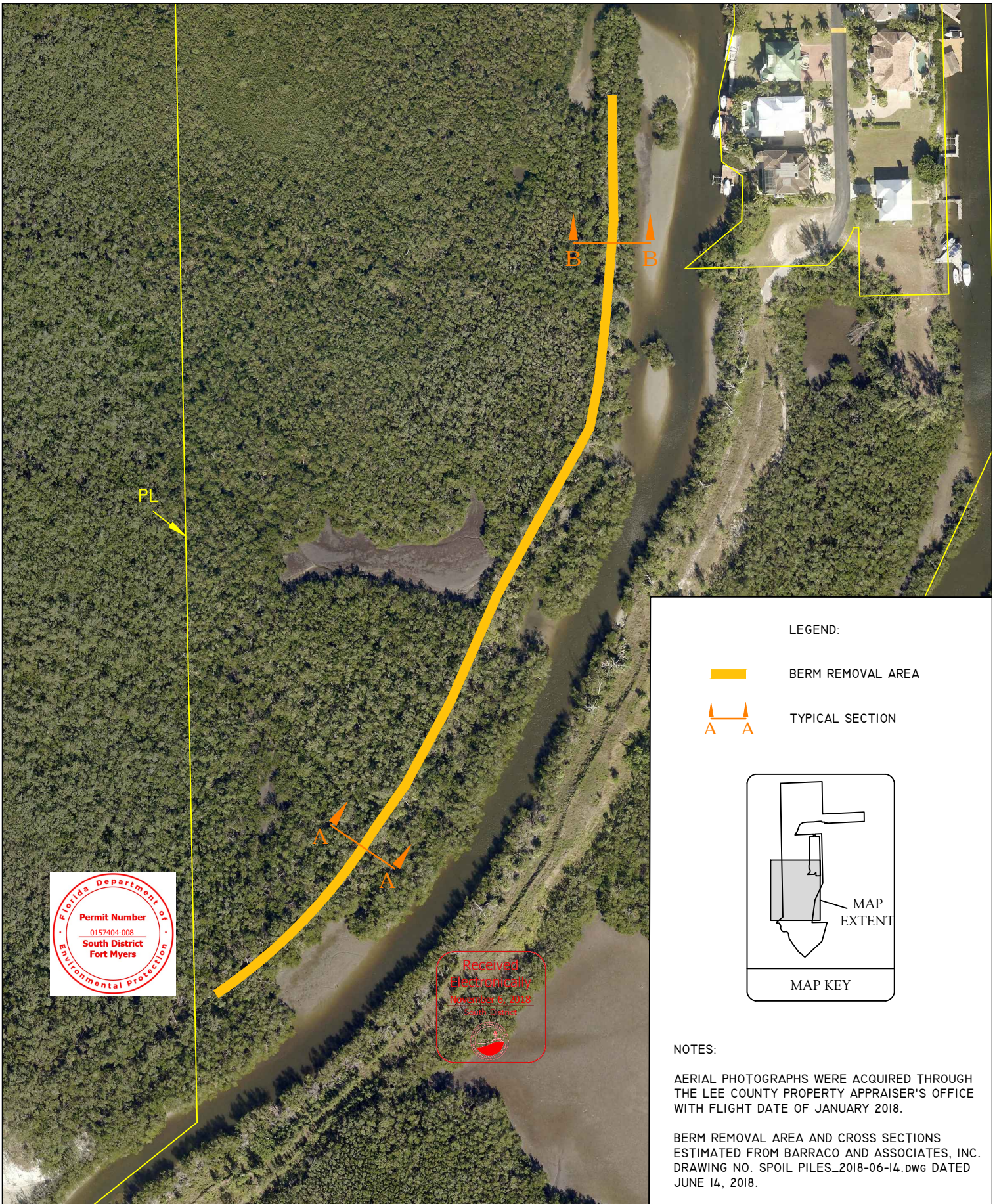
Report Submittals

The results of each monitoring event will be submitted to the U.S. Army Corps of Engineers (Fort Myers office) and the National Marine Fisheries Service – National Oceanic and Atmospheric Administration (St. Petersburg office).

REFERENCES

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

J:\1997197MMPI21\YEAR 2018\BERM REMOVAL FIGURES\YEAR 2018\BERM REMOVAL AREA.DWG T AB SHEET 1 AUG 06, 2018 - 1:31PM PLOTTED BY: HOLDENH



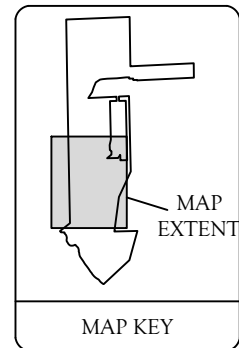
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BERM REMOVAL AREA



TYPICAL SECTION

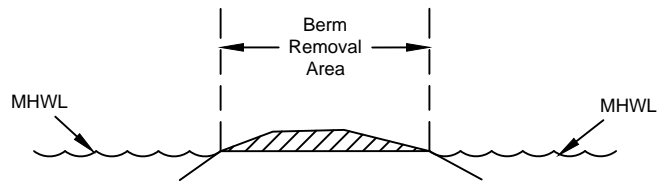


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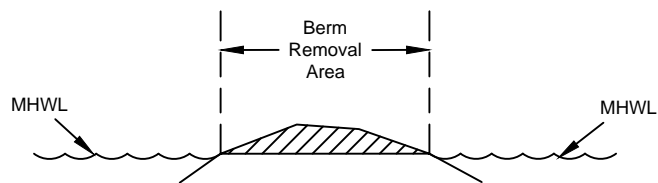
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BERM REMOVAL AREA AND CROSS SECTIONS ESTIMATED FROM BARRACO AND ASSOCIATES, INC. DRAWING NO. SPOIL PILES_2018-06-14.DWG DATED JUNE 14, 2018.

PROJECT NAME: SIESTA V	BERM REMOVAL AREA	
	DWG. No. 97MMPI21-I	SHEET: 1 OF 3
	DRAWN BY: H.H.	DATE: 7/30/18
	REVISIONS:	SCALE: 1"=200'
APPLICANT: SIESTA V LAND TRUST, CHARLES MEADOR, TRUSTEE		



Typical Section A-A



Typical Section B-B

LEGEND:



BERM REMOVAL

NOTES:

CROSS SECTIONS PER BARRACO AND ASSOCIATES, INC. DRAWING NO. SPOIL PILES_2018-06-14.DWG DATED JUNE 14, 2018.

PROJECT NAME: SIESTA V

CROSS SECTIONS

DWG. No. 97MMPI2I-2

SHEET: 2 OF 3

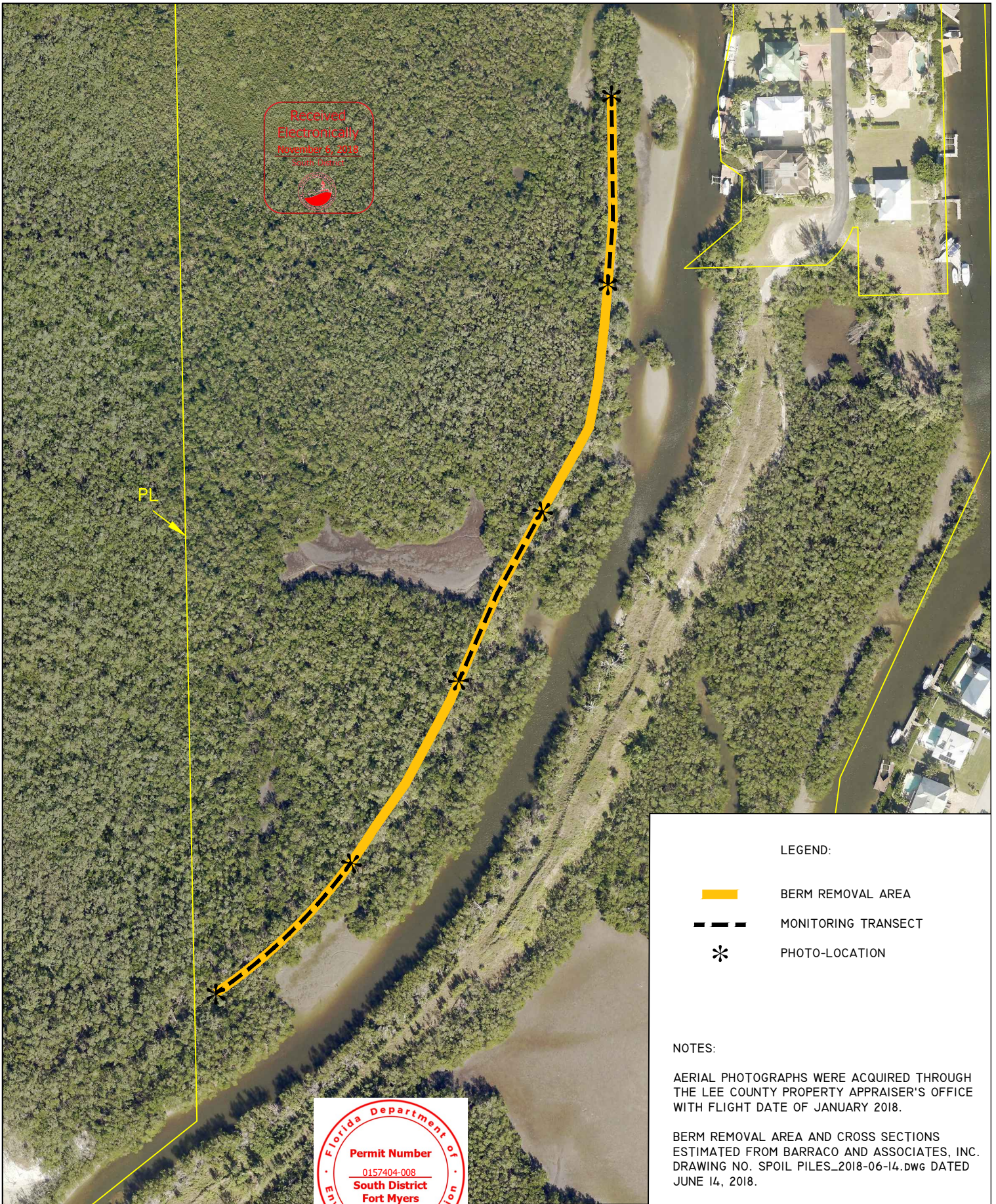
APPLICANT: SIESTA V LAND TRUST,
CHARLES MEADOR, TRUSTEE

DRAWN BY: H.H.

DATE: 7/30/18

REVISIONS:

SCALE: NTS



LEGEND:

- BERM REMOVAL AREA
- MONITORING TRANSECT
- * PHOTO-LOCATION

NOTES:

AERIAL PHOTOGRAPHS WERE ACQUIRED THROUGH THE LEE COUNTY PROPERTY APPRAISER'S OFFICE WITH FLIGHT DATE OF JANUARY 2018.

BERM REMOVAL AREA AND CROSS SECTIONS ESTIMATED FROM BARRACO AND ASSOCIATES, INC. DRAWING NO. SPOIL PILES_2018-06-14.DWG DATED JUNE 14, 2018.

PROJECT NAME: SIESTA V

APPLICANT: SIESTA V LAND TRUST,
CHARLES MEADOR, TRUSTEE

MONITORING PLAN

DWG. No. 97MMP12I-3

DRAWN BY: H.H.

REVISIONS:

SHEET: 3 OF 3

DATE: 7/30/18

SCALE: 1"=200'



**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
SIESTA V SUBDIVISION**

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SIESTA V SUBDIVISION**



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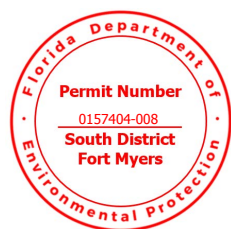
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SIESTA V SUBDIVISION**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Siesta V Subdivision ("Declaration") is made this ____ day of _____, 2018 by Declarant under the provisions of the Siesta V Land Trust Agreement, effective March 8, 1995.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property legally described on attached Exhibit "A", the "Property".

WHEREAS, Declarant intends by this Declaration to impose upon the said described Property certain restrictions under a general plan of improvement for the benefit of all present and future owners of any portion of the described Property made subject to this Declaration;

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as is now or may hereafter be subjected to this Declaration; and

WHEREAS, there has been incorporated under the laws of the State of Florida a not-for-profit corporation, Siesta V Subdivision Property Members Association, Inc., for the purpose of exercising the functions stated above and within this Declaration.

NOW, THEREFORE, Declarant declares that the Property described in Exhibit "A" is and shall be held, transferred, sold, conveyed, and occupied, subject to the covenants, restrictions, easements, terms, and conditions, hereinafter set forth.

ARTICLE I
DEFINITIONS

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association.

1.2 "Architectural Review Board" or "ARB" shall mean and refer to that group of individuals or the Declarant as set forth in Section 8.1.

1.3 "Assessment" shall mean and refer to a charge against a particular Member and his Lot, made by the Association in accordance with this Declaration and secured by a lien against such Lot as hereinafter provided.

1.4 "Association" shall mean and refer to Siesta V Subdivision Property Members Association, Inc., a Florida not-for-profit corporation, its successors and assigns.



1.5 "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

1.6 "Bylaws" shall mean the Bylaws of the Association.

1.5 "Conservation Areas" shall mean and refer to Tracts I though V shown at Exhibit "E" of this Declaration. A Conservation Easement in favor of Lee County, Florida over Tracts II-V has been recorded as Instrument Number, _____ Public Records of Lee County, Florida. The State of Florida Department of Environmental Protection has been granted a conservation easement over Tract I as recorded in O.R. Book 3650, Page 4517, Public Records of Lee County, Florida

1.6 "Common Area" shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the Members including, without limitation or obligation, ingress/egress easements, roads and streets, all open spaces, the Surface Water Management System and drainage areas, buffer areas, and utility easements including those for sewer and water.

1.7 "Declarant" shall mean and refer to Charles R. Meador, Jr., as Trustee under the provisions of the Siesta V Land Trust Agreement, effective March 8, 1995, and not individually, and known as the Siesta V Land Trust, or his successors and assigns. Declarant may assign or pledge any or all of his rights reserved under this Declaration, the exhibits thereto, or any other related instrument of conveyance or assignment.

1.8 "Environmental Permits" shall mean those permits, easements and other forms of approval granted by local, state or federal governmental entities for activities on or related to the Property, and which may include, but shall not be limited to the following:

- (a) permits issued by the State of Florida, Department of Environmental Protection
- (b) permits issued by the U.S. Army Corps of Engineers

1.9 "Governing Documents" shall mean the Declaration, Articles, Bylaws, Rules any exhibits thereto, or any other document governing the Property.

1.10 "Lot" shall mean a portion of the Property, other than the Common Area, intended for any type of independent ownership and use as may be set out in this Declaration and shall be shown on the plat of the Property filed in the Public Records of Lee County, Florida, as may be amended from time to time, and which is incorporated herein by reference. The term "Lot" shall include any structure or improvement located upon the Lot.

1.11 "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

1.12 "Mortgage" means any mortgage, deed to secured debt and any and all other similar instruments for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.



1.13 "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

1.14 "Neighborhood" shall mean all or any part of Siesta Isles.

1.15 "Member" or "Lot Owner" shall mean and refer to the record Member, whether one or more persons or entities, of any Lot which is part of the Property.

1.16 "Property" or "Properties" shall mean and refer to the real property described in Exhibit "A" of this Declaration and such additional real property as may later be subjected to the provisions of this Declaration of Covenants, Conditions and Restrictions.

1.17 "Residence" shall mean all structures that are built on a Lot other than a dock.

1.18 "Siesta Isles" shall mean that neighborhood in Ft. Myers Beach Florida with its entrance at Siesta Drive and San Carlos Boulevard.

1.19 "Surface Water Management System" shall mean that portion of the Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage, and control of storm and surface water.

1.20 "Turnover" shall mean the point at which the Members are entitled to elect a majority of the Board of Directors as provided in the Articles of Incorporation of the Association.

1.21 "Zoning Resolution" shall mean that certain Lee County Florida Zoning Resolution No. Z-02-049 dated November 4, 2002.

ARTICLE II

THE PROPERTY, COMMON AREAS AND EASEMENTS

2.1 Property. The real property which shall initially be held, transferred, sold, conveyed, given, donated and/or occupied subject to this Declaration is described in Exhibit "A" attached to the Declaration. The Declarant hereby reserves the right to review, modify, or amend the development plan from time to time in its sole discretion and at its option, including, but not limited to, adding or deleting real property, provided, however, that any such changes may only involve property then owned by the Declarant unless the Lot Owner thereof consents to such change. The Declarant is not required to follow any predetermined order of improvement and, notwithstanding the terms and conditions of this Declaration, the Articles and Bylaws, the Declarant may bring within the Declaration lands and develop them before completing the development of Siesta V. The Declarant shall have full power to add to, subtract from, or make changes in its development plan regardless of the fact that such actions may alter the relative voting strength of Members of the Association.



2.2 Common Area. The Common Area shall include that property indicated in Section 1.6 of Article I and those easements as described in the plat of Siesta V Subdivision as recorded as Instrument No.____, of the Public Records of Lee County, Florida, and such other easements which shall hereafter be conveyed to the Association by Declarant. The Common Area shall further include fixed improvements such as weirs, culverts and any other fixed improvements as constructed by the Association or conveyed to the Association by Declarant. The Common Area shall include such personal property as may hereafter be conveyed to or purchased by the Association for its use.

2.3 Easements

(a) Declarant's Reserved Easements. Notwithstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to the Property for the benefit of Declarant, its successors, and assigns, over, under, in, and/or on the Property, without obligation and without charge to Declarant, for the purpose of construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the Properties. The reserved easement shall constitute a burden on the title to the Property and specifically includes, but is not limited to:

1. The right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Properties; and the right to tie into any portion of the Properties with driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including without limitation, electrical, telephone, cable television, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the Properties.

2. The right, but not the obligation, to enter into cross easement agreements with Members or adjoining properties.

3. The right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient, or incidental to the development of the Property by Declarant.

4. No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a Quit Claim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

(b) Easements for Utilities. There are hereby reserved to the Association blanket easements upon, across, above, and under all areas within the Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone, internet and electricity, as well as storm drainage and any other service such as, but not limited to, a master television



antenna system, cable television system, or security system which the Association might decide to have installed to serve the Properties. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Association shall have the right to grant such easement.

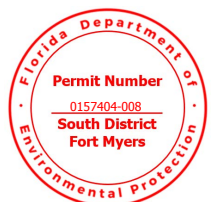
No trees may be planted or maintained in such a way as to interfere with public utility poles, wiring or drainage, or that may change the direction of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each Lot and all improvements therein shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

In addition to any other remedies herein provided, the Declarant, its successors and assigns, or any utility company maintaining such utilities, shall have the right, without prior notice to a Lot Owner, to enter the Lot and trim or remove any interfering tree or shrubbery, resulting in a Special Assessment to Lot Owner. Additional drainage and utility easements, which are likewise so reserved with the Declarant, its assigns or successors, may be set forth in any recorded plat or plats of the Property.

(c) Easements of Encroachment. There is hereby reserved reciprocal appurtenant easements of encroachment for maintenance, between each Lot and any adjacent Common Area and between adjacent lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3') feet, as measured from any point on the common boundary along the line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, a Member or the Association.

(d) Easements for Cross Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water run-off from other portions of the Properties; provided, no Member shall alter the designed drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Properties without the consent of the Lot Owner of the affected property and, also, the consent of the Association.

(e) Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and/or safety reasons, to perform maintenance as may be required herein; and to inspect for the purpose of ensuring compliance with this Declaration, any supplemental Declaration, Bylaws, and rules and regulations, which rights may be exercised by any Member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Member. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of fire or other hazard in



the event a Member fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any residence or building without the permission of the Member, except by emergency personnel acting in their official capacities.

ARTICLE III

SURFACE WATER MANAGEMENT SYSTEM

3.1 **Improvements.** No improvements, planting or other material (other than landscape material) of any kind shall be constructed, erected or installed, in any portion of a Water Management System reserved for, or intended by Declarant to be reserved for, drainage ways, sluice-ways or for the accumulation of run-off waters, as reflected in any plat or instrument of record unless constructed, erected or installed by Declarant or the Association, nor shall a Lot Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water.

3.2 **Ingress and Egress.** A Lot Owner shall in no way deny or prevent ingress and egress by Declarant or the Association to any portion of the Water Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor, are hereby specifically reserved, created and granted in favor of the Declarant, the Association, and all appropriate governmental or quasi-governmental agencies that may reasonably require such ingress and egress; provided, however, that any person entering upon any Lot pursuant to this authorization shall be responsible for any damage to any improvements thereon.

3.3 **Modification of Lots.** No Lot shall be increased in size by the filling in of any water retention or Water Management System on which it abuts. Lot Owners shall not fill, dike, rip-rap, block, divert or change, nor shall they cut, remove or otherwise alter the shorelines and littoral vegetation on the established water retention and Water Management Systems that have been or may be created by easement, or otherwise. No Lot Owner may draw water for irrigation or other purposes from the Water Management System, nor is any swimming in such areas allowed.

3.4 **Prohibitions.** The Conservation Areas and conservation buffer zones may not be altered from their natural state other than to remove exotic vegetation, or to provide the utilities and drainage as shown on any plat and approved construction plan. Each owner of a Lot containing a conservation buffer zone shall retain use of the conservation buffer zone, but the Lot Owner may in no way alter such area from its natural state except as noted herein. Activities prohibited within the Conservation Areas and conservation buffer zones include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soils or other substances such as trash; removal or destruction of trees, shrubs or other vegetation, with the exception of exotic vegetation removal; dredging or removal of soil material; conservation diking or fencing; and any other activities detrimental to drainage, flood control, water, erosion control or fish and wildlife habitat conservation or preservation.

3.5 **Responsibility.** All Water Management Systems within the Property will be the ultimate responsibility of the Association. The Association may enter any Lot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water



management in accordance with the requirements of the Florida Department of Environmental Protection or any other governmental entity with jurisdiction over such matters. The cost shall be an expense of the Association unless it is incurred to remediate a willful impact to the Water Management System made by a Lot Owner in which case a Specific Assessment may be levied.

Notwithstanding the forgoing, the Association shall have the power and authority to convey title to, and maintenance responsibilities for, all or such portion of the Water Management System as the Association elects; provided, however, said conveyance may only be made to a governmental agency or similar not-for-profit organizations which shall assume responsibility for the proper maintenance and care of the Water Management System.

3.6 Construction. Nothing in this Section shall be construed to allow construction of any new water management facility or alteration of Water Management System without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

3.7 Other Properties. Declarant does hereby reserve the right to grant non-exclusive drainage, roadway and utility easements benefiting lands not included within the Property, 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 Property.

3.8 Amendments. Until Turnover of the Association to Member control, the Declarant may amend this Article for any purpose so long as such amendment is approved by the Florida Department of Environmental Protection.

ARTICLE IV

THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

4.1 General Functions. The Association shall be the entity responsible for the management and operation of the Common Areas, the Surface Waters Management System and the enforcement of the Governing Documents.

4.2 Powers and Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the other Governing Documents, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege including the following powers:

(a) The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of rules and regulations may include reasonable monetary fines not to exceed \$100.00 per violation against any Member, tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, which a single notice and opportunity for hearing except that no fine shall exceed \$1,000.00. Sanctions may also include exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and



regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances.

(b) The Association may acquire, hold and dispose of tangible and intangible personal property and real property.

(c) The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security for the Properties, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or for ineffectiveness of security measures undertaken. No representation or warranty is made that any system or measures, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

(d) At the Board's discretion, the Association shall be authorized, but not obligated, to enter into contracts or agreements with other entities, including Declarant, to provide services and facilities and to charge use and service fees for such services. By way of example, some services and facilities which might be offered include bulk cable or internet service, landscape maintenance, pest control service, pool and spa maintenance. The costs of such services and facilities may be recovered as a Special Assessment if provided substantially equally to all Members or Lots, or as an Individual Assessment if provided disproportionately to individual Members or Lots.

(e) The Association may enter into contractual agreements or covenants to share costs with any Member, property Member's Association, or other person within the Neighborhood.

(f) The Association may enter into agreements with tax exempt organizations and other entities for the benefit of the Property and the residents. The purposes for such agreements may include, without limitation: preservation and maintenance of natural areas, nature preserves, or similar areas and sponsorship of educational programs and activities which contribute to the overall understanding, appreciation, and preservation of the natural environment within the Property or the surrounding area.

(g) The Association shall, through the ARB, review and approve any proposed improvement to a Lot except for improvements made by Declarant.

4.3 Administration. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the Bylaws. The Board of Directors shall not be required to obtain a vote on any matter, except as required by this Declaration, the Articles of Incorporation, Bylaws or applicable law. The Articles of Incorporation and the Bylaws may be amended in the manner set forth therein, however, no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant, without the prior written approval of Declarant. Any attempt to amend this provision without the consent of Declarant shall be of no force or effect. Notwithstanding the fact that Declarant may initially retain control of the Association, the Association shall pursuant to this Declaration be responsible for the management and operation of the Property. The Association will indemnify, defend and hold harmless Declarant and its affiliates, partners, employees and agents against and in respect of, and reimburse the same on demand for, any and all claims, demands, losses, costs, expenses,



settlements, obligations, liabilities and damages, including but not limited to attorneys' fees and disbursements which are incurred and which arise, result from or relate to the operation or management of, or any other activities of the Association after the date of this Declaration other than any act resulting from the gross negligence or willful misconduct by Declarant.

4.4 Membership. Every person or entity who is the record Member of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association and shall be governed and controlled by the Articles of Incorporation and the Bylaws thereof. By taking title to a Lot, each Member accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, any amendments thereto, the Articles, Bylaws, and Rules of the Association. Membership shall be appurtenant to and may not be separated from such Membership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Member's membership.

4.5 Initial Control. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) Directors, all of whom shall be appointed by the Declarant. The Declarant shall have the right to designate and appoint the Directors until Turnover. Other than Directors selected by the Declarant, each Director shall be a Member of the Association.

After Turnover, the Board shall consist of three (3) Directors to be elected in accordance with the Bylaws.

4.6 Membership Types and Voting. For purposes of this Declaration, the term "Members" (other than the Declarant) shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale. As regards all other owners, the Association shall have two classes of Voting Members, as follows:

Class A: The Class A Members are all Lot Owners; however, so long as there is a Class B membership, the Declarant shall not be a Class A Member. Every Class A Member is entitled to one vote for each Lot owned. The Declarant's votes are governed under the provisions of the Class B voting rights below.

Class B: The Class B Member is the Declarant until such time as the Class B Membership ceases at which time Declarant shall become a Class A Member with regard to each Lot owned by Declarant. The Class B Member is entitled to the same number of votes as the total votes held by Class A Members, plus one. In other words, if Class A Members hold 15 votes, the Class B Member shall have 16 votes. Upon the transfer of control of the Association pursuant to Section 4.8 of this Article IV, or if the Class B Member voluntarily converts its Membership to Class A status, whichever occurs first, the Class B Membership shall cease and Turnover to the Class A members shall occur after which Declarant shall become a Class A Member with regard to any Lot owned by Declarant. Class B Membership may be assigned by Declarant to a successor or assignee of Declarant in one of two ways. First, Class B Membership may be assigned provided that (1) such successor or assignee acquires ownership of the balance of the Property then owned



by the Declarant; (2) such successor or assignee holds such property for sale, development or improvement; and (3) such successor or assignee has been assigned or granted the Declarant's rights by a duly executed and recorded instrument. Second, Class B Membership may be assigned, subject to such assignment being revoked by the Declarant, provided that (1) such successor or assignee, or an affiliate of such successor or assignee, owns at least one Lot; (2) such successor or assignee has a contractual right to purchase additional Lots from Declarant; and (3) such successor or assignee has been assigned or granted the Declarant's rights by a duly executed and recorded instrument.

4.7 Entity Member or Multiple Owners of a Lot. When any Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common Membership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Member shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the owners of that Lot. If no notification of a representative is made as provided in this paragraph, any one of the several owners of the same Lot in attendance at any meeting may vote, but if more than one of the owners of said Lot are in attendance, no vote may be cast on behalf of said property unless all of its owners in attendance agree upon said vote.

4.8 Turnover. Members other than the Declarant are entitled to elect at least a majority of the members of the Board of Directors of the Association upon the earliest of the following:

- (a) Three (3) months after ninety percent (90%) of the Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to Members, or
- (b) As required to comply with any Federal, state or local law.

The Declarant is entitled to elect at least one (1) Member of the Board of Directors of the Association as long as the Declarant holds at least five percent (5%) of the Lots in all phases of the Property.

4.9 Impact on Declarant. Any other provision of this Declaration to the contrary notwithstanding, any action proposed to be taken by the Association which has a material adverse impact upon the Declarant's construction and/or sales activities within the Property shall require approval by the Declarant while the Declarant owns any Lot for development or sale in the ordinary course of business. The Declarant, in its reasonable discretion, shall determine whether any proposed action by the Association will have a material adverse impact. However, an increase in Assessment for common expenses without discrimination against the Declarant shall not be deemed to be detrimental to the Declarant's construction or sales activities. Declarant's relinquishment of control of the Association shall not require Declarant to relinquish any power or right which is reserved to Declarant hereunder for a period which is longer than Declarant's voting control or allow the Association to assume control over such power or right, except that the



Declarant does not have the unilateral ability to make changes to this Declaration or the Articles or Bylaws of the Association after Turnover.

Provided that at least thirty (30) days' notice of Declarant's decision to relinquish control of the Association and cause its appointed Directors to resign is given to the Members, neither the Declarant or its appointed Directors shall be liable in any manner in connection with such resignation even if the Members other than Declarant fail or refuse to assume control of the Board.

4.10 Mergers. Upon a merger or consolidation of the Association with another Association (which merger may only take place as permitted by the articles of incorporation and bylaws of both Associations), the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated Association, or in the alternative, the properties, rights and obligations of the other Association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.

4.11 Rules. The Association, through the Board, shall have the right to promulgate and impose rules and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Property, and any improvements located on the Property.

4.12 No Implied Waivers. The failure of Declarant or the Association to object to a Member's or other person's failure to comply with the covenants, conditions or restrictions contained herein, in the Bylaws, or in any rules now or hereafter promulgated shall in no event be deemed a waiver of the provisions of such documents.

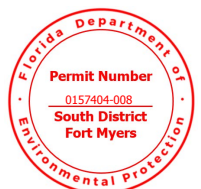
ARTICLE V

MAINTENANCE AND REPAIR, INSURANCE, DAMAGE TO PROPERTY

5.1 General. The responsibility for maintenance of the Properties is divided between the Association and the Members. The Association shall be responsible for maintaining any Conservation Areas, Common Areas and certain Improvements on the Member's Lots as provided below. Each Member shall be responsible for maintaining his/her own Residence and Lot except to the extent that such maintenance is delegated to the Association. The Board of Directors shall have the right to require any Member to maintain his/her Residence and Lot in accordance with this Declaration. Maintenance shall be performed in a manner consistent with the Governing Documents and in a neat, clear and attractive condition as reasonably determined by the Board of Directors. Each Member's responsibility for maintenance shall include responsibly for repair and replacement, as necessary, unless otherwise provided in this Declaration.

5.2 Maintenance Obligations of the Association.

(a) Attached hereto as Exhibit "C" and incorporated herein by reference is the Indigenous Preserve Management Plan as approved by Lee County Florida. The Property is subject to the provisions of said plan and the Association shall maintain the Property accordingly.



(b) The Association shall be responsible for all maintenance operation of all Common Areas, roads, streets and rights of way, utility easements, sewer and potable water systems (submeters shall be installed at the expense of the Lot Owner by a contractor obtained by the Association), the Conservation Areas, Preservation Areas, recreational areas, common landscape areas and the Surface Water Management System and shall maintain and operate the same in accordance with the original plans and specifications and as subsequently modified by the Florida Department of Environmental Protection, Lee County, or their successors.

(c) The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable.

(d) The Association shall be responsible for routine landscape maintenance of the Lots and areas abutting the Lots to the edge of the abutting street and to the edge of any water management areas. Such maintenance shall include mowing, mulching, trimming and fertilizing of plant materials but shall not include maintenance of any specialty plantings; or maintenance of any extraordinary plantings above and beyond those typically installed by Declarant; or maintenance of any plants in pots. For maintenance of plantings within pool, patio, or other fenced or walled in areas, Members shall be responsible for granting access to the landscape contractor. For landscape plantings that the Association does not maintain, the Association may make its landscape contractor available to Members. Any billings for such extra work from the landscape contractor shall either be billed directly to the Member or at the option of the Association paid by the Association and billed to the Member as a Service or Benefit Assessment.

(e) The Association shall have the right but not the obligation to undertake from time to time additional maintenance of Lots if the Board of Directors determines that it is desirable or necessary in order to provide for the enhancement of, or the uniform appearance of, the Property. Such additional maintenance may include exterior painting; exterior pressure cleaning; driveway cleaning; driveway repair or replacement, roof cleaning; or roof repair or replacement. The Association shall have the right to assess each Member the cost of any Association maintenance of such Member's Lot as a Special Assessment to the extent that such maintenance is provided more or less equally to all Lots in the Neighborhood; or as an Individual Assessment to the extent that such maintenance is provided disproportionately to an Member's Lot.

(f) In the event of hurricane or other storm damage, the Association is not required to, but may undertake debris removal including cutting and clearing of trees and other landscape maintenance of a Member's Lot as a Special Assessment to the extent that such maintenance is provided more or less equally to all Residence or Lots in the Neighborhood; or as an Individual Assessment to the Extent that such maintenance is provided disproportionately to a Member's Lot.

5.3 Maintenance of Lots. Except for routine landscape maintenance, periodic exterior painting and any other maintenance assumed by the Association, each Member shall maintain his or her Lot in a neat, clean, sightly, safe and well-kept condition and in a manner consistent with the Governing Documents, and all applicable covenants. Landscaping shall be kept in a live condition and to professional landscape standards for upscale communities. The exterior of all



structures, including roofs, walls and driveways, shall be kept in clean condition, free of stains, discolorations and mildew build-up. The exterior walls and fascia shall be kept in a well painted condition. Each Member shall be responsible, at their sole expense, to maintain the grading and drainage of their Lot consistent with Environmental Resource Permit No. 36-157404-008 which has been granted for the benefit of the Property. In the event any Member should fail to maintain their Lot in a manner consistent with the above referenced Permit then, in such event, the Association shall have the right to enforce such compliance at the cost and expense of said Lot Member.

5.4 Maintenance Standards. The Board of Directors shall have the right to promulgate specific maintenance standards and to determine whether or not the Residence or Lot is being properly maintained.

5.5 Failure to Maintain. If any Member fails to perform its maintenance obligations as required by the Governing Documents, then in addition to any other right or remedy, the Association may enter the Lot, perform the maintenance and assess the costs thereof, plus an administrative fee equal to twenty-five (25%) of the costs thereof, against the Member and his or her Lot. Such Assessment shall be a Specific Assessment. Neither the Association nor its members, directors, officers, agents or contractors shall be liable for civil or criminal trespass or for damages or any other action in exercising its right to enter upon property for performing such maintenance work. Each Member shall be liable for the expenses of any maintenance repair or replacement of Common Areas, other Lots, or personal property made necessary by his act or negligence, or by that of any member of his family or guests, employees, agents or lessees. If any condition, defect or malfunction, resulting from the Member's failure to perform Member's maintenance duties under the Governing Documents causes damage to other Lots (including personal property located on other Lots) or Common Areas, the offending Member shall be liable to the person or entity responsible for repairing the damaged property for all costs or repair or replacement.

5.6 Right of Enforcement. Any Member or Grantee of an easement which includes the Conservation Areas shall have the right to institute litigation against the Association to ensure that all maintenance obligations and covenants provided for in this Declaration are properly maintained and operated.

5.7 Insurance. The Board of Directors of the Association shall have the right by majority vote to elect to assess Members and to purchase and continue in effect property and liability insurance as may be available in such amount as the Board in its sole discretion may determine to protect against loss by insurable hazards arising from the fixed improvements and other property of the Association and the Conservation Areas. Such insurance if authorized shall be purchased by the Association for the benefit of the Association. It shall be the responsibility of the individual Members, and at their expense, to make arrangements in regard to hazard insurance on their own improvements, personal property and furnishings, and for public liability insurance covering their Lot. In addition, each Member may obtain such other and additional insurance coverage on and in relation to their Lot as such Member concludes to be desirable. Nothing shall be done or kept in any Lot or the Common Area which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done



or kept in any Lot or on the Common Area which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

5.8 Destruction of or Damage to Property. In the event of any damage to or destruction to any improvements or any part thereof maintained by the Association pursuant to this Declaration, such improvements shall be promptly repaired and restored by the Association using the proceeds of any insurance purchased by the Association, if any. If there is no insurance, or the proceeds of such insurance are inadequate to cover the cost of such repair or restoration, Members shall be assessed on a per Lot basis for the expense of such repair and restoration.

ARTICLE VI **USE RESTRICTIONS**

All Lots shall be used only for residential purposes as permitted by applicable law, and in accordance with this Declaration and other related documents. In order to maintain the standards of community design and environmental protection which Declarant has set for the Property and to ensure a degree of uniformity and compatibility for the mutual benefit of the Association's Members, the restrictions set forth herein were created. The Association may add to, delete or modify these use restrictions pursuant to an amendment to this Declaration. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Members, and persons to whom a Member has delegated their right to use any Association Property, but also to any other person occupying a Member's Lot under lease from the Member or by permission or invitation of the Member or the Member's tenants, licensees, invitees or guests. Failure of an Member to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration does not in any way act to limit or divest the right of Declarant or the Association to enforce the provisions of this Declaration. The Member is responsible for any and all violations of these provisions by the Member's tenants, licensees, invitees or guests, and by guests, licensees and invitees of the Member's tenants.

6.1 Antennas and Flagpoles. No antennas or satellite reception devices may be installed outside the Unit without prior written approval by the ARB, except that a dish antenna one meter (39.37 inches) or less in diameter designed to receive direct broadcast satellite service or to receive and transmit fixed wireless signals via satellite, or an antenna one meter or less in diameter designed to receive wireless cable or wireless signals other than by satellite, or commercially-available analog and digital television antennas or any other satellite dishes or antennas otherwise permitted by the FCC pursuant to the Telecommunications Act of 1996 is permitted to be installed without prior approval by the ARB or the Board so long as it is not visible from any street within the Property. A flagpole for display of the American flag or any other flag is permitted if first approved in writing by the ARB. Both its design and location must be first approved in writing by the ARB. An approved flagpole may not be used as an antenna. Notwithstanding anything to the contrary herein, any Member may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any Association rules or requirements dealing with flags or decorations.



6.2 Animals. No farm animals, e.g., turkeys, chickens, ducks, geese, pigs, horses, cows, goats, hogs, and the like may be kept, maintained, or bred on any Lot or elsewhere within the Property. No pigeons, ferrets or reptiles may be kept on the Property. Dogs, cats, fish, and other domestic pets not prohibited above may be kept in reasonable numbers so as to not cause a nuisance, except that the Board may prohibit any breed of dog which in the Board's reasonable determination is or could be a threat to the safety of the occupants of the Project. The determination of whether the number of domestic pets kept by an Member or the breed of dog constitutes a nuisance is at the sole discretion of the Board. No Member may use a Lot for breeding animals or pets of any kind. Each person bringing or keeping a pet within any portion of the Property is liable to other Members and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property by such person or by members of his or her family, his or her guests or invitees and it is the duty and responsibility of each such Member to clean up after such pets which have deposited droppings or otherwise used any portion of the Property or any street abutting or visible from the Property, and to prevent the Member's pet(s) from becoming a nuisance to other Members, residents, tenants, or guests by barking, running loose or otherwise. Pets must be kept within an enclosure or on a leash held by a person capable of controlling the pet, or otherwise under the full physical control of such person. All excretion shall be immediately removed from the Property, placed in a sealed container and placed in the Member's solid waste container.

The Association shall have the right to promulgate Rules relating to pets, and the right to restrict and require the removal of any pets determined by the Board to constitute a nuisance. Pets may not be left unattended or leashed on porches, lanais, patios, on Common Areas, outside, or in garages. In the event that any pet shall, in the opinion of the Board of Directors, constitute a nuisance, the Member shall remove said pet from the premises within two (2) days of the Board of Directors' notifying the Member. Failure of an Member to do so shall entitle the Association to obtain an order from a court of competent jurisdiction enforcing the decision of the Board of Directors. All costs incurred by the Association incident to all such actions, including reasonable attorney's fees, shall be recoverable against the offending Member as a specific Assessment or otherwise. Failure to abide by the. restrictions may result in a fine being levied by the Association

6.3 Clothes Drying Area. No clothes drying area is allowed outside of screened-in areas and no garments, rugs or any other materials may be hung from the windows or from any part of a Residence.

6.4 Combining or Subdividing Lots and Regulation of Land.

(a) Lots may be combined by Members in order to construct one dwelling unit on more than one Lot; provided, however, each individual Lot, as platted, shall still be counted as separate Lots for purposes of levying Assessments due to the Association and the number of votes allocated to each Lot.

(b) No Lot may be divided or subdivided without the express written consent of Declarant as long as Declarant holds at least one Lot in the Property, and thereafter shall be approved by the Association. No such division or subdivision is permitted unless it complies with



the provisions of the applicable Lee County zoning ordinances and regulations as well as all other governmental laws, ordinances and regulations.

(c) A Member may not inaugurate or implement any variation from, modification to, or amendment of any governmental plans, land development regulations, development orders or development permits applicable to the Property, or to any Lot, without the prior written approval of Declarant, which approval may be denied at the sole discretion of Declarant prior to transfer of control of the Board, and thereafter, without prior written approval of the Association.

6.5 Garage Doors. All garage doors shall be kept closed at all times except when needed to be left open for ingress and egress to the garage.

6.6 Hazardous Materials and Safety Hazards. Each Member shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Member or his tenants, guests, invites, licensees or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his Lot any hazardous materials except in compliance with the Environmental Laws. Any conditions which are deemed by the Association to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association (although under no duty to do so), and the cost thereof shall be charged to the responsible Member.

6.7 Landscaping. All portions of the Lots not covered by structures, walkways, or paved parking facilities, or which are not enclosed by walls or fences, shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting canal or water management areas. No stone, gravel, or paving of any types may be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with the plan approved by the Declarant or ARB. All required lawns and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of a certificate of occupancy by the appropriate governmental agency.

6.8 Leasing Restrictions. No Member is permitted to lease a Lot more than three (3) times per calendar year and no lease may be less than one (1) month duration. All leases must be in writing. It is the obligation of all Members to supply the Board with a copy of said written lease at least five days prior to the date of possession by the lessee. The lease must contain the tenant's name, phone number, e-mail address, and permanent address. No Lot or part thereof may be rented separately from the rental of the entire Lot.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING LOTS OR THE INCOME TO BE DERIVED THEREFROM, IF ANY. ANY MEMBER WHO DESIRES OR INTENDS TO RENT A LOT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING AND SHOULD CONSULT HIS OR HER OWN



ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF MEMBERSHIP.

6.9 Maintenance of Premises. No refuse or unsightly objects shall be placed or allowed to remain upon any Lot. The determination of existence of refuse or unsightly objects shall be made by the Board, in its sole discretion, and its decision is definitive. All personal property, structures, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, free of debris and trash, and all structures shall be maintained in a finished, painted and attractive condition. In the event a Member fails to maintain his Lot in accordance with the requirements of this Section, then after providing notice as required by this Declaration, the Association can, but shall have no obligation to, maintain the Lot and charge the cost of such maintenance, together with a fee of twenty-five (25%) percent of such cost, to Member as an Individual Assessment. No weeds, underbrush, high grass (except for ornamental grass of a variety approved by the ARB) or other unsightly vegetation shall be permitted to grow or remain upon any Lot. If for any reason a Member permits such weeds, high grass, underbrush or other unsightly growths and fails to correct same after a five (5) days' notice by the Association, then the Association shall have the right to enter upon the premises and make such corrections and shall charge the Member for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Lot. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in good, safe, clean, neat and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

6.10 Nuisances. Nothing may be done which may be or may become an annoyance or nuisance to any person. No light, sound or odor shall be emitted from any Lot which is obnoxious or reasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted. No obnoxious, unpleasant or offensive activity may be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Section shall be decided by the Declarant as long as it owns any Lot within the Property and thereafter the Association whose decision is final. Without the prior written consent of the Board, nothing may be done or kept in or upon any Lot or on Association Property or any part thereof to increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive, or offensive activity or any activity constituting an unreasonable source of annoyance, may not be conducted in or upon any Lot or on Association Property or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. No work or activity on a Lot which creates excessive noises, including noises from lawnmowers or other equipment may occur before 8:00 a.m. on weekdays and 9:00 a.m. on weekends and holidays or after dusk on any day, except that work performed by or on behalf of Declarant or the Association is not subject to such restrictions.

6.11 On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property except that on-site storage of heating fuel, stored in a tank and which meets all applicable governmental requirements shall be permitted. Up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operating of lawn mowers, generators, barbecue gas grills and similar tools or equipment; provided, however, all



such tanks must meet applicable governmental requirements and must be approved as to location and screening from off-site view by the ARB. The foregoing provisions shall not apply to any portion of the Property owned by Declarant or the Association.

6.12 Outdoor Equipment. All oil tanks, bottled gas tanks, and other such outdoor equipment (other than installed swimming pool equipment and generators used during periods when electrical power is not available to the Lot for reasons other than a Member's failure to pay for such service) must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they are not readily visible from any adjacent streets or Lot.

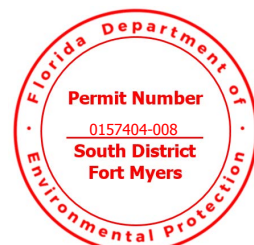
6.13 Residential Use. No Lot may be used except for residential purposes. This restriction shall not apply to prohibit Declarant from conducting any activities upon Lots it owns for the purposes of sales, construction and development of the Property.

6.14 Sales Restrictions. This Section shall apply to any transfers of title, whether the transfer is to a third party, a family member, to or from a trustee, by operation of law, by foreclosure, or otherwise.

There are no restrictions on selling Lots. Prior to any transfer of title the Member shall give written notification to the Association of the proposed purchaser's name, phone number, e-mail address, and permanent address. Within five (5) business days after title is transferred, the Member or purchaser shall deliver a copy of the Deed or other instrument of conveyance to the Association.

UNTIL SUCH DEED OR OTHER INSTRUMENT OF CONVEYANCE IS DELIVERED TO THE ASSOCIATION, A MEMBER SELLING HIS OR HER LOT SHALL REMAIN LIABLE FOR ALL ASSESSMENTS LEVIED BY THE ASSOCIATION, EVEN AFTER TRANSFER OF TITLE.

6.15 Signs. The Association reserves the right to restrict the size, color, lettering, height, material and location of signs. No signage shall be visible from the water. In addition, only one approved sign may be displayed on a Lot at any given time. Political signs may be displayed for sixty (60) days prior to an election. With the exception of political signs, during the time period Declarant owns any Lot within the Property, no sign of any kind may be displayed to the public view on any Lot, except one (1) "Open House" sign may be displayed on Sundays from 1 p.m. to 4 p.m. Said sign may not be larger than 18" x 24". It must be placed in the front yard of the house advertising an open house and that property is for sale. Signs required by law or signs used by the Declarant and builders to advertise the Property during the construction and sale of any Lot are permitted. Once the Declarant has conveyed all Lots its owns within the Property, then For Sale and Open House signs not larger than 18" x 24" may be placed in the front yard so long as the style, materials, and colors of the sign are first approved by the ARB in accordance with Article VIII except those signs or posting which may be required by legal proceedings. The Association shall have the right to remove signs which fail to comply with Architectural Standards set by the ARB.



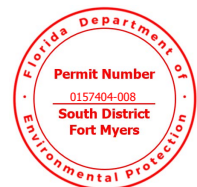
6.16 Storage of Personal Property. Personal property of Members, including bicycles, motorcycles, mopeds, golf carts, and the like shall be kept within the Lot except when in use. Operational barbecue grills may be kept within the rear of a Lot, provided they are well maintained and not visibly rusty. Placement of playground equipment, including, but not limited to, swing sets and wading pools may be kept in the backyard of the Lot as long as it is kept in compliance with the applicable setbacks, and has been approved by the ARB.

6.17 Temporary and Accessory Structures. No tents, shacks, trailers, barns, sheds, mobile homes, other detached storage structures, or temporary structures are permitted on any Lot at any time, either temporary or permanent, except temporary structures used in connection with the construction of Living Units approved by the ARB and permanent accessory structures approved by the ARB.

6.18 Timeshares. No Lot may be sold or used on a "time share" basis.

6.19 Trade or Business Use. No trade or business may be conducted in or from any Lot, except that an Member or occupant residing in a residence may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (ii) the business activity conforms to all zoning requirements for the Property and all applicable county ordinances; (iii) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of other residents of the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Association. The terms "trade" and "business" as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this paragraph. This paragraph shall not apply to any activity conducted by Declarant or a builder or developer approved by Declarant with respect to its development and sale of the Property or its use of any Lots which Declarant or a builder or developer owns within the Property, or to property designated by Declarant as a sales or other office. As to the latter area, Declarant or any purchaser of such property shall have the right, subject to applicable governmental approval.

6.20 Use of Association Property. No planting or gardening may be done, and no fences, hedges, or walls may be erected or maintained upon Association Property, except in accordance with the initial construction of the improvements located thereon or as approved by the Board or their designated representatives. Except for the right of ingress and egress, the Members may use the Property outside the boundaries of their respective Lots only in accordance with reasonable regulations as may be adopted by the Board or as is expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Members and is necessary for the protection of all Members.



6.21 Vehicles, Mobile Homes, Boats, Campers and Trailers; Parking.

(a) Operable and currently licensed cars, vans, SUV's, pick-up trucks with up to a one (1) ton load capacity or less, police cars, motorcycles, bicycles, and golf carts may be kept or parked only on paved driveways, on paved parking pads, in houses or in enclosed garages. All other vehicles or items must be parked inside a garage, including but not limited to: (i) any vehicle, including but not limited to cars, vans, trucks, SUV's on which commercial signage or lettering is displayed, except police cars (which may be parked in driveways), (ii) pick-up trucks over one (1) ton load capacity, (iii) inoperable automobiles, (iv) recreational vehicles, (v) all-terrain vehicles, (vi) ambulances, (vii) hearses, (viii) watercraft, (ix) aircraft, (x) house trailers, (xi) camping trailers, (xii) other trailers, (xiii) go carts, and (xiv) tractors. Notwithstanding the foregoing prohibition, a trailered watercraft or recreational vehicle may be parked on unenclosed paved areas overnight for not more than forty-eight (48) consecutive hours in any one (1) week period. Cars, vans, SUV's, and pick-up trucks with up to a one (1) ton load capacity may be parked in the street in front of the home but not for more than twenty-four (24) consecutive hours, and the Board of Directors may enact rules requiring that all street parking be limited to one side of the street.

(b) No commercial vendor vehicle of any kind is permitted to be parked outside for a period of more than twelve (12) hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance.

(c) None of the aforementioned vehicles, mobile homes, boats, campers and trailers may be used as a domicile or residence, either permanently or temporarily while on the Property.

(d) Abandoned, Inoperable, Commercial, Oversized and Other Vehicles. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left on the Lot by Members while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Member or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Member. "Oversized" vehicles, for purposes of this paragraph, shall be vehicles which cannot be parked in the Member's enclosed garage.

(e) No commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailers, golf carts, vans (other than minivans) or pick-up trucks (other than sports utility vehicles) shall be permitted to be parked or to be stored on any portion of the Property, except within enclosed garages. For the purpose of this paragraph, "commercial vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial- type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other



commercial services. No parking on lawns shall be permitted. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Association at the sole expense of the Member of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Member of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the Member to receive it for any other reason, shall be grounds for relief of any kind.

6.22 Wells. Private wells are prohibited.

ARTICLE VII **ASSESSMENTS**

7.1 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and for the improvement and maintenance of Property, services and facilities devoted to this purpose, and to provide services the Association is authorized or required to provide, which may include but are not limited to performance of the following duties and the payment of:

- (a) Improvements, maintenance, and repair of Association Property;
- (b) Water, electrical, lighting, and other necessary utility services, if any, for Association Property;
- (c) Fire and other hazard insurance covering the full insurable replacement value of Association Property with extended coverage;
- (d) Liability and property damage insurance insuring the Association against any and all liability to the public, to any Member, or to the invitees, or tenants of any Member arising out of their occupation and/or use of Association Property. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;
- (e) Workman's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;
- (f) Acquisition of equipment for Association Property as may be determined by the Association, including without limitation, all equipment and personnel necessary or proper for use of Association Property, and for services the Association is authorized or obligated to provide;
- (g) Operation, repair, maintenance, irrigation, and landscaping of the Association Property;



(h) Operation, repair, and maintenance of the Surface Water Management System.

(i) Operation, repair, and maintenance of common facilities within Association Property, including, but not limited to, utility, maintenance, and drainage easements and Recreational Facilities;

(j) Any other materials, supplies, equipment, labor, management, supervisions, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or Bylaws, or which are necessary or proper in the opinion of the Board or the operation of the Property, for the benefit of the Members or for the enforcement of these restrictions;

(k) Irrigation and landscaping to the extent such services are the responsibility of the Association as provided in this Declaration; and

(l) Establishment of reserves as provided in the Bylaws.

7.2 Creation of the Lien and Personal Obligation of Assessments. Except as hereinafter more fully provided, the Declarant hereby covenants for each Lot within the Property and each Member of a Lot is deemed to covenant by acceptance of a deed or other conveyance of title for such Lot, whether or not it is so expressed in the deed or other conveyance of title, to pay (1) Regular Assessments, (2) Special Assessments, (3) Individual Assessments, and (4) Initial and Resale Assessments, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Regular, Special, Individual and Initial and Resale Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien against the Lot and shall be the personal obligation of the Lot Owner at the time when the Assessment fell due, as well as any subsequent Members, subject to the other provisions of this Article VII. Each Member expressly covenants by acceptance of a deed or other conveyance of title that a certificate of lien may be recorded against the Member's Lot for nonpayment of Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Area or by the abandonment of the property against which the Assessment was made. In the case of co-ownership of any Lot subject to an Assessment, all of such co-owners are jointly and severally liable for the entire amount of the Assessment.

7.3 Special Assessments Prior to Turnover. There shall be no Special Assessments prior to Turnover unless a majority of the Members other than Declarant approve such Special Assessments by a majority vote at a duly called special meeting of the membership at which a quorum is present. The Declarant is excused from paying any such approved Special Assessments levied against Lots owned by Declarant at the time the Special Assessment is levied if the Declarant is funding deficits at the time such Special Assessment is levied.

7.4 Annual Budget. Prior to Turnover, the Declarant shall establish the annual budget. Following Turnover, the Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expenditures for the services set forth in Section 7.1 above for the forthcoming year, and shall deliver a copy of the proposed budget and notice of the meeting in which the budget will be



considered by the Board to each Member not less than fourteen (14) days prior to that meeting in accordance with the Bylaws. The Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the Regular Assessment for each Member. In the event the Association fails to prepare an annual budget, the annual budget for the preceding year shall be the budget for the Association until a new annual budget is prepared by the Association. Additionally, if the Association determines that the then existing annual budget does not correctly incorporate the expenditures for services set forth in Section 7.1, then the Association shall have the right to prepare a new annual budget together with a schedule setting forth the amount of Regular Assessments for each Member. The Association shall, upon demand at any time, furnish to any Member liable for said Assessment a certificate in writing signed by an officer of the Association setting forth whether an Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. The Association may charge a reasonable fee for this certificate.

7.5 Date of Commencement of "Regular Assessments," Due Date; Assessment Period. Subject to the provisions of Section 7.6 below, the Regular Assessments provided for herein shall be levied against each Lot as of the first day of the month following the date a Lot is conveyed from Declarant to a Member other than Declarant. Each Lot for which the Regular Assessments are due shall be assessed in equal shares regardless of whether a residence is constructed on a Lot or not. The Regular Assessments shall be paid quarterly, in advance, except that the Assessment installment period may be changed from time to time at the discretion of the Board, provided, however, that upon default in the payment of any one or more installments by a Member, the entire balance of said Assessments attributable to that Member's Lot for that calendar year may be accelerated at the option of the Board and be declared due and payable in full.

7.6 Basis and Maximum Amount of Regular Assessments.

(a) From the recording of the Declaration until the Turnover Meeting, the annual budget and the initial Regular Assessments shall be established by the Declarant.

(b) Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the Member of any Lot and there is a Class B Membership pursuant to this Declaration, the Declarant is not liable for any Assessment levied against such Lot, provided that the Declarant funds any difference between the amount of Assessments levied on all other Lots subject to Assessment together with interest earned thereon and any other Association income from whatever source derived and the amount of actual expenditures by the Association incurred during the fiscal year, exclusive of (i) any resident usage charges for services provided to particular Members (such as cable, phone, and waste collection, if any such charges are Association expenses), (ii) the cost of capital improvements and non-budgeted repairs or replacements, (iii) book entry depreciation expenses, and (iv) any amounts budgeted for reserves for capital expenditures, deferred maintenance or contingencies. For purposes hereof, a deficit shall be computed by the subtraction from said actual expenses (exclusive of the items described in the foregoing sentence) all Assessments levied, contributions and other sums received or receivable by the Association. The Declarant may at any time commence paying Assessments on Lots it owns and thereby automatically terminate its obligations to fund a deficit as provided in this sub-section in the same manner as all other Members. When all Lots within the Property are



sold and conveyed to Class A Members, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time.

7.7 Special Assessment. In addition to the Regular Assessments authorized by Section 7.3 hereof, the Board may levy in any fiscal year a Special Assessment, applicable to that year and not more than the next five (5) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Association Property, including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such Assessment. Prior to Turnover, the Declarant is not obligated to pay Special Assessments levied on any Lot owned by Declarant.

After Turnover, the Declarant is not obligated to pay Special Assessments levied on any undeveloped Lot owned by Declarant.

7.8 Individual Assessments. Individual Assessments may be levied for the following purposes:

(a) Individual Assessments may also be levied against any Member for any damage to Common Area or Recreational Facilities which may be caused by such Member, their tenants, agents, or invitees.

(b) Individual Assessments may also be levied against any Member who has accepted optional services provided by the Association.

(c) Notwithstanding sub-paragraph (b) above, any Individual Assessment levied against a Member and Lot for the costs of any additional services performed by the Association on a Member's Lot at the request of the Member may be levied without the requirement of the thirty (30) day notice and time for cure.

7.9 Initial and Resale Assessments. An Initial Assessment is due upon the conveyance of record title to a Lot to the first Member thereof from Declarant. A Resale Assessment is due upon each subsequent transfer or conveyance of record title to a Lot unless exempt as provided below. Until such time as the Declarant or Board adopts a resolution to change the amount, the Initial and Resale Assessment is Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). The Initial and Resale Assessments are in addition to the Regular Assessments and shall not be considered an advance payment of any Assessment. The amount shall be paid to the Association upon the closing or other settlement of the transfer or conveyance of a Lot. Any unpaid Initial or Resale Assessment is secured by a lien in favor of the Association as further provided in this Article. The Initial and Resale Assessment shall be paid to the Association to fund its operating account and is deemed ordinary Association income and need not be separated from or held or applied differently than Regular Assessments. Declarant is exempt from paying any Initial or Resale Assessments to the Association.



Notwithstanding the foregoing, a Resale Assessment may not be levied in the following instances:

(a) Conveyance of a Lot by a Member to a trust, partnership, corporation or other entity so long as such entity is and remains wholly beneficially owned by the Member or by such Member and the Member's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot was exempted from payment of the Resale Assessment pursuant to this subsection, then this subsection does not apply and the Lot is subject to the Resale Assessment;

(b) Conveyance of a Lot by a Member or such Member's estate to the Member's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot was exempted from payment of the Resale Assessment pursuant to this subsection, then *this subsection* does not apply and the Lot is subject to the Resale Assessment; and

(c) Conveyance of an undivided interest in a Lot by the owner thereof to any then-existing co-owner(s) of such Lot.

7.10 Financial Reporting. The Association shall prepare an annual financial report ("Financial Report") within sixty (60) days after close of the fiscal year as required by Florida law, unless the statutory level of financial reporting is waived or reduced as provided in the applicable Florida Statute.

7.11 Effect of Non-Payment of Assessment; the Personal Obligation of the Member; the Lien; Remedies of Association; Late Fees; Resale Certificate.

(a) The Association has a continuing lien on each Lot to secure the payment of Assessments, together with interest, late fees, and the cost of collection and attorneys' fees incident to collection thereof, which lien is effective from and shall relate back to the date of recording of this Declaration. However, subject to the provisions for first mortgagee liability for Assessments provided in Section 7.12, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of Lee County, Florida. If the Assessments are not paid on the date when due, then such Assessment shall become delinquent and the Association may record a claim of lien satisfying the requirements in Section 720.3085, Florida Statutes (2016), to secure all unpaid Assessments that are due and may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, together with such interest and late charges thereon and cost of collection and attorney's fees incident to collection thereof as hereinafter provided. Such lien shall bind such Lot in the hands of the then Member, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then Member to pay such Assessment, however, shall remain the Member's personal obligation. Provided, however, that no voluntary sale of any Lot is effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, attesting to the fact that the Seller has paid all Assessments to date. A Member, regardless of how his or her title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while he or she is a Member and each Member, except the Association, if it becomes a Member, is jointly and severally liable with the previous Lot Owner for all unpaid Assessments that came due up to the time of transfer of title to the Lot. If an



Assessment is not paid within ten (10) days after the due date, the Assessment shall bear interest from the due date at the rate established by the Board not to exceed the maximum legal rate of interest. The Association may file a claim of lien and bring an action at law against the Member(s) personally obligated to pay the outstanding Assessments and/or bring an action to foreclose the lien against the Property in the manner in which mortgages on real property are foreclosed and in accordance with the requirements of Florida law; and there shall be added to the amount of such Assessment all costs of collection, including, but not limited to, the cost of preparing the filing and complaint in such action, the cost of any and all attorney's fees incident to collection whether or not suit is brought, including attorney's fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the Assessments as provided above and a reasonable attorney's fee to be fixed by the court, together with costs incident to the action.

(b) In addition to the foregoing remedies, the Board may charge a "Late Fee" for late payment at the highest amount permitted by law, when the payment is more than ten (10) days delinquent, for the purposes of helping defray collection costs. A Late Fee may be charged on each Assessment installment that is delinquent. The Association may also suspend the use rights of Association Property and facilities upon the non-payment of Assessments that are at least ninety (90) days delinquent, in accordance with Chapter 720, Florida Statutes.

(c) In the event the lien herein created is extinguished by the sale or transfer of a Lot pursuant to a foreclosure of the first mortgage held by a first mortgagee, or a deed given in lieu of foreclosure to a first mortgagee, or by a tax deed, such delinquent Assessments which were not collectable from the first mortgagee or the new Member may be reallocated and assessed to all of the Lots within the Property, or the Association may pursue legal action to collect such delinquent Assessments from the Member who owned the Lot prior to the foreclosure, deed in lieu of foreclosure, or tax deed. Any such sale or transfer pursuant to a foreclosure or a deed given to a first mortgagee in lieu of foreclosure or by tax deed, does not relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of, any Assessments arising thereafter.

(d) In addition to all other remedies available to the Association at law or in equity for enforcing this Declaration, if a Lot is occupied by a tenant and the Member is delinquent in paying any monetary obligation due to the Association, to include, but not be limited to Assessments, fines and any other charges provided for in this Declaration, the Articles, Bylaws or by law, the Association may demand in writing in the form required by law that the tenant pay to the Association the tenant's subsequent rental payments and continue to make such payments until all monetary obligations of the Member related to the Lot have been paid in full to the Association, and the Association releases the tenant or until the tenant discontinues tenancy in the Lot. A tenant is immune from any claim by the Member related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the Member for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period, and shall continue making rental payments to the Association to be credited against the monetary obligations of the Member to the Association, until the Association releases the tenant or the tenant discontinues tenancy in the Lot. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the Member of



the Association's demand that the tenant pay monetary obligations to the Association. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the Member or landlord in the amount of Assessments paid to the Association. The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under Sections 83.59-83.625, Florida Statutes, as if the Association were a landlord as defined in Part II of Chapter 83, Florida Statutes, if the tenant fails to pay a monetary obligation to the Association. However, the Association is not otherwise considered a landlord under chapter 83, Florida Statutes, and specifically has no obligations under Section 83.51, Florida Statutes. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Member to vote in any election or to examine the books and records of the Association. A court may supersede the effect of this subsection by appointing a receiver.

7.12 Subordination of Assessment Lien. The lien for Assessments provided for in this Declaration is effective from and shall relate back to the date on which the Declaration was recorded in the Public Records of Lee County, Florida. The lien is in effect until all sums secured by it have been fully paid or the lien has been extinguished by foreclosure or released by the Association. Upon payment in full or as limited to first mortgagees as described below, the lien shall be released. The lien is subordinate to real property tax liens and the lien of any first mortgage; provided, however, that any such mortgage lender when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender and its affiliate acquiring a deed in lieu of foreclosure, and all persons claiming, by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure) and any unpaid Assessments owed by the previous Member, subject to the limitations provided herein. Notwithstanding anything to the contrary contained in this Article VII, a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure is liable for unpaid Assessments that became due before the first mortgagee's acquisition of title in an amount equal to the lesser of: (1) the Lot's unpaid Common Expenses and Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (2) one Percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Member and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

7.13 Exempt Property. The following property subject to this Declaration is exempted from the Assessments, charges and liens created herein; (a) all Property to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; (b) the Common Areas; (c) and any easements granted to a company or entity providing utility service to the Property.

All properties conveyed or transferred (by deed, dedication, grant of easement, or otherwise) to and accepted by a local, state, or federal public or regulatory authority are fully exempt from the Assessments created herein.



7.14 Annual Assessments. The Annual Assessments provided for herein shall commence as to all lots on the first day following the conveyance of any such Lot by the Declarant ("Commencement Date").

For the year of purchase, the annual Assessment shall be prorated and paid in advance; thereafter, it shall be paid annually, in full and in advance, except that the Assessment Period or schedule may be changed from time to time at the discretion of the Board of Directors.

Until Turnover the initial and subsequent annual Assessments shall be established by the Declarant. Declarant shall not be required to pay any such Assessments; however, the Declarant shall pay the difference of the cost between the sum of annual Assessments collected from the Members and the actual costs of operation of the Association. In the event of an increase in the actual cost of the Association, the Declarant may increase the annual Assessments prior to Turnover. After Turnover, the Declarant shall not be obligated to pay any annual or special Assessments on any undeveloped lots which it may own.

Notwithstanding any provision that may be to the contrary in this Declaration, the Declarant may at any time commence paying Assessments as to lots that it owns and thereby automatically terminate its obligation to fund deficits, but at any time thereafter the Declarant may again elect to follow the procedures specified in the three preceding sentences.

7.15 Special/Specific Assessments. In addition to the Annual Assessments authorized by Section 7.4, the Board may levy in any Assessment Year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement within the Common Area, including the necessary fixtures and personal property related thereto, or for any other purpose deemed appropriate by the Association. The Board may levy a Specific Assessment against any Member to reimburse the Association for costs incurred in bringing the Member and his or her Lot into compliance with the provisions of the Declaration, the Amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations. The due date of any Assessment under this Article shall be fixed in a Board resolution authorizing such Assessment. The Declarant shall not be obligated to pay a Special Assessment levied on any undeveloped Lot.

7.16 Basis of Annual Assessments. The Annual Assessments will be based pro-rata upon the number of Lots included within the Property subjected to this Declaration.

7.17 Annual Assessment/Computation by Board of Directors. After Turnover, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting, to prepare and distribute to all Members a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Member at least thirty (30) days prior to the meeting. The budget and the Assessment shall become effective unless disapproved at a meeting by a majority of the total Association Members or the Declarant prior to Turnover. Notwithstanding the foregoing, however, in the event the membership disapproves the



proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and which shall be open for inspection for any Member. The Association shall, upon demand at any time, furnish to any Member liable for any Assessment, a certificate in writing signed by an officer of the Association setting forth whether any such Assessment has been paid. Said certificate duly acknowledged by an officer of the Association shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

7.18 INTENTIONALLY OMITTED

7.19 INTENTIONALLY OMITTED

7.20 Specific Assessments for Docks Serving Lots 25 through 35. Attached to this Declaration as Exhibit "D" is a sketch of the Common Docking Slips, the common Docks", which shall serve Lots 25 through 35 of the Siesta V Subdivision. The maintenance obligations for the Docks serving these specific Lots shall be solely an obligation of the Lot Owners of Lots 25 through 35 of the Subdivision. Assessments for such maintenance obligation shall be levied in a manner similar to that of the annual Assessments and shall be generally in accordance with Article VII requirements of Assessments; however, said Assessments shall be assessed proportionately only to the Owners of Lots 25 through 35.

7.21 Specific Assessments for Docks Serving Lots 36 through 39. Attached to this Declaration as Exhibit "D" is a sketch of the Common Docking Slips, the "Common Docks", which shall serve Lots 36 through 39 of the Siesta V Subdivision. The maintenance obligations for the Docks serving these specific Lots shall be solely an obligation of the Lot Owners of Lots 36 through 39 of the Subdivision. Assessments for such maintenance obligation shall be levied in a manner similar to that of the annual Assessments and shall be generally in accordance with Article VII requirements of Assessments; however, said Assessments shall be assessed proportionately only to the Members of Lots 36 through 39.

7.22 Specific Assessments for Observation Pier Serving Lots 38 and 39. Attached to this Declaration as Exhibit "D" is a sketch of the "Observation Pier", which shall serve Lots 38 and 39 of the Siesta V Subdivision. The maintenance obligations for the Observation Pier serving these specific Lots shall be solely an obligation of the Lot Owners of Lots 38 and 39. Assessments for such maintenance obligation shall be levied in a manner similar to that of the annual Assessments and shall be generally in accordance with Article VII requirements of Assessments; however, said Assessments shall be assessed proportionately only to the Owners of Lots 38 and 39.

ARTICLE VIII

ARCHITECTURAL AND CONSTRUCTION CONTROLS

8.1 Architectural Review Board. The Architectural Review Board, also referred to in this Declaration as the ARB, shall consist of three (3) members, except that the Declarant reserves



the right to fulfill the duties of the ARB until Turnover, or such earlier time as Declarant may designate. Thereafter, each new member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as he or she resigns, is removed or his or her successor has been appointed, as provided herein. Members of the ARB may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the ARB.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the ARB.

This Article may not be amended without the Declarant's consent, so long as the Declarant owns any portion of the Property subject to this Declaration.

Until the approval of the ARB has been obtained No construction, which term shall include within its definition staking, clearing, excavating, grading, and other site work, or other exterior improvements or exterior painting, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article.

8.2 Review of Proposed Construction. No new structure or building or site construction, and no modifications, additions, or alterations to the exterior of existing structures, or installation of landscaping, signs, outside lighting, fences, walls, walks, site furniture, statuary, ornaments or other items or structures upon a Lot shall commence to be erected until proposals, plans or specifications for the aforementioned have been submitted and approved in writing by the ARB. The ARB shall approve proposals, plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable.

The ARB may condition its approval of proposals and plans and specifications as it deems appropriate and may require submission of additional proposals, plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARB may require a Lot Member to place, prior to construction, a deposit in such amount deemed appropriate by the ARB to assure that the construction and landscaping adheres to approved plans and to assure repair of damage to and cleanup of surrounding areas.

The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, landscape plans and descriptions or samples of exterior materials and colors. Until receipt by the ARB of all required proposals, plans and specifications, the ARB may postpone review of any plans submitted for approval.

The ARB shall have thirty (30) days after receipt of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, said plans shall be deemed approved. The ARB shall also specify a time limitation for the completion of any work approved under this Article.



All construction, changes, and alterations shall also be subject to all applicable permit requirements, and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and decrees. Final written approval of the ARB must be obtained prior to making application for a building permit. After Turnover, any decision of the ARB may be appealed to the Board within fifteen (15) days from the date of rendition of the decision of the ARB pursuant to procedures established by the Board.

8.3 Standards of Construction. In order to maintain the standards of design and environmental protection which Declarant has established for the Properties and to ensure a degree of uniformity and compatibility for the mutual benefit of all Members therein, the Board of Directors may, from time to time, impose standards for building construction, landscaping, and building design, which shall be known as the “Design and Construction Guidelines.” The initial standards are attached to this Declaration as Exhibit “B”.

8.4 Fees and Expenses. The ARB may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Association at the time the plans and specifications and other documents are submitted to the ARB for review. The payment of such fees, as well as other expenses of the ARB shall be deemed to be an Individual Assessment, enforceable against the Member and the Lot. Said additional expenses incurred by the ARB may, but necessarily be limited to, fees incurred by retention of professionals such as architects or engineers to assist and review of any plans.

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

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

8.7 Compensation of Members. The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties. The ARB shall have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions. All expenditures of the ARB are subject to the prior written approval of the Board of Directors.

8.8 Noncompliance. In the event any work for which approved plans are required under this Article is not completed in substantial compliance with said approved plans, the ARB or its duly authorized representatives shall notify the Applicant in writing of such noncompliance specifying the particulars of noncompliance and requiring the Applicant to remedy the same within



ten (10) days. If, upon the expiration of ten (10) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the ARB shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than ten (10) days from the date of announcement of the Board ruling. If the applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvements or otherwise remedy the noncompliance. The Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. The ARB may also utilize some or all of the Lot Member's deposit to correct such noncompliance. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment for noncompliance against such Applicant's Lot for reimbursement.

8.9 Non-Liability of ARB Members. Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Association or any Member or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder, unless due to the negligence, willful misconduct or bad faith of a member and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations, compliance with this Declaration and the overall benefit or detriment which would result to the immediate vicinity and to the Properties. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

8.10 Variance. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by a majority of the members of the ARB. If such variances are granted, no violation of the master covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Member's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

8.11 Construction Completion. Unless specifically exempted by the ARB, all improvements for which approval of the ARB is required under this Declaration must be completed within a reasonable time from the date of commencement, or within any deadline established in the Design and Construction Guidelines, or within the time set by the ARB in the event that the approval is so conditioned. Prior to the building, alteration, improvement, remodeling or rebuilding of any improvement upon a Lot by an Member for any reason, including,



but not limited to a casualty loss, such alteration, improvement, remodeling or rebuilding of such improvement must be approved by the ARB. Once construction of such approved improvement commences, substantial work toward the completion of the construction must be pursued diligently and continuously until completion. If, for any reason, no substantial progress is made toward the completion of the approved improvement for any thirty (30) day period after construction has commenced ("No Substantial Progress Period"), or if construction is not timely completed by the applicable deadline ("Construction Completion Violation"), the Member is in violation of this sub-section, whether the violation was caused by the Member or his/her contractor(s). A Member violating this sub-section shall first be given a written warning by the Association. The failure of such Member to recommence or complete construction within ten (10) days after such written warning is delivered to the Member is a second violation and result in a fine of one-hundred dollars (\$100.00) per day for each day that the violation continues, except that no fine may exceed \$2,500.00 in the aggregate.

The provisions of Section 720.305(2), Florida Statutes, shall apply to fines levied pursuant to this Section.

In the event the fines levied by the Association equal \$2,500.00 and the Member has not cured the No Substantial Progress Period violation or the Construction Completion Violation, then, should the Association have to file a legal action ("Action") to enforce the provisions of this Section, each Member (i) waives, releases, and remises any and all legal, equitable and/or factual defenses he/she may have to such Action, and (ii) agrees to pay to the Association the sum of Five Hundred and No/100 Dollars (\$500.00) per day as liquidated damages for each day beyond the No Substantial Progress Period that substantial progress is not achieved or for each day after the Construction Completion Deadline until completion. The Member shall pay all the Association's costs and attorney's fees related to filing such an Action. This sub-section does not apply to Declarant and may not be amended to apply to Declarant without Declarant's written consent.

8.12 ARB Right of Entry. There is reserved unto the ARB the right of entry and inspection upon any of the Property for the purpose of determination by the ARB whether there exists any construction of any improvements which violates the terms of any approval by the ARB or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. Such inspection shall be preceded by reasonable notice to the owner of the property to be inspected, except for inspections of exterior improvements and of unenclosed land. The ARB is specifically empowered, acting in the name of the Association, to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the Association is entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith. The Association indemnifies and holds harmless the ARB and each of its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of any member of the ARB's service as a member of the ARB. All costs, expenses, and attorneys' fees of the ARB, including those incurred in connection with its enforcement or powers as provided herein, shall be borne by the Association; provided, however, that nothing provided herein is deemed to negate the Association's right to an award of its and the ARB's reasonable attorneys' fees and costs if it is the prevailing party in any administration or judicial proceeding.



8.13 Delegation of ARB's Duties. In lieu of appointing an ARB, the Declarant, so long as Declarant is fulfilling the duties of the ARB, and thereafter the Board, may delegate all of the ARB's duties outlined in this Article XIII to a consultant who is a licensed engineer, architect, or building contractor. Provided, however, the right to levy fines for violation of this Article, the right to demand liquidated damages pursuant to this Article, and the right to file suit against any Member who violates this Article may not be delegated and such rights shall remain with the Declarant, so long as Declarant is fulfilling the duties of the ARB, and thereafter the Board.

8.14 Declarant's Exemption. The Declarant is exempt from the provisions of this Article with respect to alterations and additions desired to be affected by Declarant and is not obligated to obtain ARB approval for any construction or changes in construction which the Declarant may elect to make at any time.

8.15 Attorney's Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against a Lot Owner, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment or fee for noncompliance against a Lot Owner.

ARTICLE IX

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUIRED EDUCATIONAL PLAN

The Association shall maintain at its offices the educational plan as required by the Florida Department of Environmental Protection. This plan addresses general environmental concerns regarding the Property such as pollution prevention, water conservation, use of native landscaping, avoiding boating impacts, and manatee protection.

ARTICLE X

DOCK PLAN

10.1 Assignment of Docking Spaces. Attached hereto as Exhibit "D" and made a part hereof is the Docking Space Plan. Each docking space has been assigned a number as indicated on said Exhibit "D". A docking space shall be assigned by the Declarant to a Lot purchaser at the time of closing of the Lot pursuant to the Deed which shall be recorded in the Public Records of Lee County, Florida. Subject to the provisions of this Declaration and such rules and regulations as may be promulgated from time to time by the Association the docking space assigned to said Lot Owner shall be reserved for the use of such Member, the members of his or her immediate family, and his or her social invitees.

The assigned right to the construction and use of a designated docking space shall pass as an appurtenance to the corresponding Lot as designated in the aforesaid Deed and said assigned use shall be conveyed by a Member only to a subsequent purchaser of such Member's Lot at time of closing.



10.2 Construction and Maintenance. Each owner of Lots other than Lots 25 through 39 shall construct and maintain their boat docks and the Association shall construct and maintain the common boat docks serving Lots 25 through 39. Notwithstanding the above, if any portion of any dock and suffers damage which exceeds what is considered normal wear and tear the Association shall have the authority to repair such dock and impose a special Assessment against the dock's owner to compensate the Association for repairing the damages. Said special Assessment shall be collectible by any method which this Declaration allows Assessments to be collected including the imposition of liens and foreclosure of said Assessment.

10.3 Right of Access. Access to the common dock areas shall be over, upon, and across the access easements as depicted on the plat of the Property.

10.4 Boat Dock Use Restrictions.

(a) Repairs. Minor repairs and cleanup of vessel is allowed at dockside. No fiberglass repairs at dockside will be permitted.

(b) Registration. All Lot Owners must register their boats with the Association.

(c) Dock Boxes. Each boat slip will be entitled to one dock box. Prior approval of the Association is required before installation of any type of dock box. The Association shall limit dock boxes to certain types, styles and sizes with the objective of having a uniform type, style and size throughout the dock facility. The Association may dictate the location of any dock box.

(d) Live Aboards. Except as otherwise specifically provided hereinabove, each boat dock shall be used only for the mooring of one (1) boat in seaworthy and good operating condition. No boat dock may be used for any commercial activity. No "live-aboards" shall be permitted on any boat within the dock area. Notwithstanding the foregoing, guests of a Member shall be permitted to stay aboard the Member's boat for temporary periods of time not to exceed seventy-two (72) hours, which period of time may be extended by written approval of the Association.

(e) Mooring. Each Lot Owner shall be responsible for the proper mooring of his boat and shall maintain mooring lines in good condition and sufficiently strong to secure the boat at all times. Any special mooring rules or procedures issued by the Association shall be complied with at all times. All lines shall be secured so as to prevent noise.

(f) Hurricane and High Wind Threat. During hurricanes and other high velocity wind threats, each Member shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association or any other applicable agency. If a Member's boat sinks as a result of a storm, or for any other reason, the Member shall remove the sunken boat from the canal immediately after the occurrence of such event and, if not so removed within twenty-four (24) hours after the sinking, the Association may (but shall not be obligated to) remove the sunken boat and impose an Assessment against the Member for the cost of such removal. Each Member agrees to indemnify, defend and save the Association, its agents, employees and designees for and from any loss or damage incurred in connection with the exercise or non-exercise of the Association's rights



hereunder. If a Member plans to be absent during the hurricane season, the Member must secure or remove his boat, as appropriate, prior to his departure in accordance with the standards established by the Board of Directors (or in the absence thereof, with all due care), designate a responsible firm or individual to care for the boat and furnish the Association with the name, mailing address, e-mail address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. The Member shall be liable for all damages caused to the Common Area and to the property of all other Members for such Member's improper preparation or failure to remove his boat during hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Association may also levy fines in accordance with the rules and regulations of the Association if a Member fails to abide by the provisions of this paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, neither the Association, the Declarant nor any management company shall be liable to any Member or other person or entity for any damage to persons or property caused by a hurricane or other high wind.

(g) Open Fires. No open fires shall be permitted on any boat dock and no charcoal, starting fluids or similarly used substances shall be kept on the boat dock.

(h) Garbage and Other Waste. No garbage or other waste of any kind, including without limitation, fish carcasses, shall be dumped, deposited or emptied into the canal waters. Violation of this provision may result in fines imposed by and in amounts determined by the Association against the Member of dock space which was the source of such dumping or depositing, in addition to all other remedies.

(i) Nuisances. No use or practice which is either an annoyance to the Association or an interference with the peaceful possession and proper use of the Property by the Members shall be allowed on any boat dock.

(j) Hazardous or Toxic Waste. The handling, storage, transportation and disposal of hazardous and toxic materials shall be prohibited in or about the boat docks; provided, however that this shall not prohibit the proper handling, storage and transportation of petroleum products used in connection with the operation of a boat. The Association shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material within the Property. No fueling at dock side is permitted.

(k) Pumping of Bilges. Each Member is responsible to ensure that any bilge water pumped into the canal water does not contain any petroleum or other hazardous or toxic materials. For purposes of this paragraph, hazardous or toxic materials shall be defined by federal, state and local law. Each Member shall indemnify, defend and save the Declarant, the Association and any management company harmless from and against any damages, claims and liability resulting from or arising of the violation of this paragraph. All expenses incurred by the Declarant and the Association in connection with compliance with all environmental and related laws shall be an expense of the Association.

(l) Sanitary Equipment. Each boat must have such sanitary equipment on board as is required by all applicable federal, state and local authorities. The boat owner shall be deemed to



be in violation of this section if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. The Association shall have the right to board all boats upon reasonable notice to inspect same for compliance with this requirement.

(m) Laundry. No boat dock or boat shall be used for the displaying or hanging of laundry.

(n) Temporary Removal of Boats. From time-to-time, the Declarant or the Association may require that all boats be removed for maintenance, repair and dredging of the canal, at which time the boat dock may be accessed by the Declarant or the Association as may be necessary. To the extent that submerged land may be removed for this purpose, it need not be replaced.

(o) Additional Protective Covenants. Declarant may include in any contract or conveyance documents for any Lot and appurtenant boat dock such additional protective covenants and restrictions not inconsistent with the foregoing.

(p) Boat Lifts. Unless otherwise determined by the Declarant or the Association boat lifts shall be required on all docks serving all Lots within the Property, whether said dock slips be individual docks contiguous to Lots or upon the Common Docks to serve Lots 25 through 39 of the Property. All docks shall be constructed of non-CCA treated materials or otherwise be wrapped with PVC in such a manner so as to avoid leaching of metals from the treated wood. The Association shall limit boat lifts to a certain approved type and manufacture with the intention of creating a uniform type and manufacture of boat lifts throughout the Property.

(q) Boat Houses. Boat houses or fixed structures covering vessels are not permitted.

(r) Parking. Lot Members, and their tenants and guests, shall only use areas designated as parking areas when bringing or parking vehicles near the common boat dock area.

(s) Rules and Regulations. The Association may adopt such additional rules, regulations and dockside procedures as it may determine in its sole discretion from time-to-time, which shall govern the use, maintenance, operation and conveyance of the boat docks.

10.5 Dock Plans for Lots 25 through 35. As to Lots 25 through 35 there shall be eleven (11) slips at a multi-slip facility with one (1) slip each for Lots 25 through 35. In addition, no docks, slips, fishing or observation piers shall be allowed on Lots 25 through 35.

10.6 Dock Plans for Lots 36 through 39. As to Lots 36 through 39 there shall be a common four (4) slip dock with one (1) slip serving each Lot. As to the Lots 38 and 39 there shall be a common observation pier.

10.7 Dock Plans for All Other Lots. As to all Lots other than 25 through 39, docks shall be limited to one dock per Lot with one slip each. Each such dock shall run roughly parallel to and on the property line of said Lot.



ARTICLE XI
CONSERVATION AREAS – NOTICE AND ENVIRONMENTAL
AND ZONING COMPLIANCE

11.1 Notice to Members of Conservation Areas. PARCELS MAY CONTAIN OR BE ADJACENT TO CONSERVATION AREAS, WHICH ARE PROTECTED UNDER ENVIRONMENTAL RESOURCE PERMITS OR CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE ENVIRONMENTAL RESOURCE PERMITS OR CONSERVATION EASEMENTS, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING WITHOUT LIMITATION MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE.

11.2 Responsibility for Conservation Areas and the Additional Conservation Area. THE CONSERVATION AREAS ARE HEREBY THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION WITH THE EXCEPTION OF EXOTIC NUISANCE VEGETATION REMOVAL; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION. IN ORDER TO ASSURE MAINTENANCE OF THE CONSERVATION AREAS AND ADDITIONAL CONSERVATION AREA, RIGHTS OF ACCESS AND MAINTENANCE ARE HEREBY GRANTED TO LEE COUNTY AND/OR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

11.3 Signage Relating to Conservation Areas. The Association shall install signage at the edge of the Lot lines/buffer lines so as to designate the boundary of the Conservation Areas to inform the Members of the conservation status of the various protected Conservation Areas. Further, the Association shall be responsible for the installation and perpetual maintenance of such signage as may be required by the environmental resource permit issued by the Florida Department of Environmental Protection.

11.4 Notice to Members. Lots located within the Property may be subject to the requirements of certain conservation easements given in favor of the Florida Department of Environmental Protection

11.5 Compliance with Zoning Resolution. The Property has received zoning approval from Lee County, Florida in accordance with Zoning Resolution No. Z-02-049. All Lot Members and the Association shall comply with the terms and provisions of said Zoning Resolution.

11.6 Natural Waterway Buffer. Members owning Lots 25 through 39 shall not be allowed to construct any docks on those Lots. Mangrove trimming on Lots 25 through 35 will be



subject to the requirements of State law. In addition, within fifty percent (50%) of the shoreline buffer of each Lot, no topping of mangroves is allowed, however, trimming of lateral branches is allowed. Within the other fifty percent (50%) of the shoreline buffer of each Lot, trimming of lateral branches and topping of mangroves to a height of no less than ten (10) feet is allowed.

11.7 Limitation of Sky Glow. In accordance with the Zoning Resolution the Members of lots 25 thru 35 shall be obligated to limited or otherwise restrict Sky Glow consistent with the requirements of said resolution.

ARTICLE XII **MORTGAGEE RIGHTS**

12.1 Cure of Delinquent Assessments. A first Mortgagee will be entitled to cure any delinquency of the Member of any Lot encumbered by the first Mortgagee in the payment of Assessments. In that event, the Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

12.2 Title Taken by First Mortgagee. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the first Mortgage, including foreclosure of the first mortgage, will be liable for all Assessments due and payable as of the date title to the Lot vests in the first Mortgagee under the Statutes of Florida governing foreclosures. Except as otherwise provided by law, such first Mortgagee will not be liable for any unpaid dues and charges attributable to the Lot or Parcel which accrued prior to the date such title vests in the first Mortgagee.

ARTICLE XIII **CONDEMNATION**

If all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the direction of Voting Members representing at least two-thirds (2/3rd) of the total votes attributable to the lots or of the Declarant prior to Turnover) by any authority having the power of condemnation or eminent domain, each Member shall be entitled to written notice. The award for such taking shall be payable to the Association and used for such Association purposes as the Board of Directors of the Association shall determine, in its sole discretion.

ARTICLE XIV **GENERAL PROVISIONS**

14.1 Nonliability of Declarant. Declarant may not be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part. Declarant may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to any Member or the Association or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.



14.2 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Member thereof for a period of twenty-five (25) years from the date of recordation. Thereafter the covenants, conditions and restrictions shall be automatically extended for additional periods of twenty-five (25) years each, unless otherwise terminated or modified by amendment as hereinafter provided.

14.3 Covenants Run with the Land. All restrictions, reservations, covenants, conditions, and easements contained in this Declaration shall constitute covenants running with the land; and all Association grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions of this Declaration of Covenants, Conditions, and Restrictions and the Articles of Incorporation and By- Laws of the Association and any Rules promulgated by the Board as authorized herein.

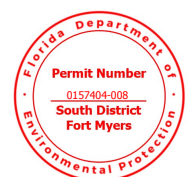
14.4 Disputes. In the event there is any dispute as to whether the use of the Property complies with the covenants, conditions and restrictions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute is final and binding on all parties thereto.

14.5 Enforcement. Declarant, the Association, or any Member, their representatives or assigns shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, and shall be entitled to recover all expenses, costs and attorney's fees related thereto. Failure by the Declarant, the Association, or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14.6 Master Irrigation System. Either the Declarant, prior to Turnover, or the Association, after turnover, may elect to create a master irrigation system to provide irrigation water throughout the Property. If provided, each Member is obligated to hook up their individual Lot irrigation system to the master irrigation system and pay for the irrigation water based on rates established by the Declarant or Association. The Association may collect delinquent irrigation bills using the same method for collecting delinquent Assessments as provided in Article VII.

14.7 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

14.8 Amendments. The Declarant shall have the unrestricted right to amend this Declaration prior to Turnover. Thereafter, this Declaration, or any provision of it, may only be terminated, modified, amended, or revoked as to the whole or any portion of the Property, upon the written consent of Voting Members representing two-thirds (2/3rd) or more of the Lots in the Association. Amendments made pursuant to this section will inure to the benefit of and be binding upon all Members, their families, tenants, guests, business and social invitees, and employees, and





their respective heirs, successors, and assigns. The certificate of the secretary of the Association documenting the votes shall constitute evidence of such vote.

14.9 Conflicts Between Documents. In case of a conflict between this Declaration, the Articles of Incorporation, or the Bylaws, the following order of priority shall apply: The Declaration, the Articles and the Bylaws. Provided, however, that in no event may any amendment be made to this Declaration which will affect the Surface Water Management System without the prior approval of Florida Department of Environmental Regulation.

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

14.11 Dissolution.

(a) In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be subject to the Regular Assessments specified in Article VII and each Member shall continue to be personally obligated to pay such Assessments to Declarant or the successor or assigns of the Association, and to the entity(s) referenced in Section 14.11 below, as the case may be, to the extent that such Assessments are required to enable Declarant or any such successors or assigns and the entity(s) referenced in Section 14.11 (b) below acquiring any real property previously owned by the Association to properly maintain, operate and preserve it. The provisions of this Section only apply with regard to the maintenance, operation and preservation of Property which has been Association Property and continues to be so used, for the common use, enjoyment and benefit of the Members and to that portion of the Property comprising the Surface Water Management System.

(b) In the event of dissolution of the Association, title to real property owned by the Association and the real property on which the Surface Water Management System is located, or easements to such real property, shall be conveyed to a similar not-for-profit entity or entities in order to allow such entity(s) to continue maintaining the formerly Association owned real property in accordance with this Declaration and maintaining and operating the system in accordance with the Environmental Resource Permit. Until such entity(s) assumes responsibility for maintaining

and operating such real property, all Members shall be jointly and severally responsible for the operation and maintenance of such real property and Surface Water Management System facilities in accordance with the requirements of this Declaration and the Environmental Resource Permit.

14.12 Exception. Notwithstanding any provision of this Declaration to the contrary, the Declarant has the right to amend this Declaration, from time to time, so long as Declarant owns a Lot, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Property. Any such amendment shall be executed by the Declarant and is effective upon its recording the Public Records of Lee County, Florida. No approval or joinder of the Association, other Members, or any other party is required or necessary for such amendment.

14.13 Assignment. Declarant has the sole and exclusive right at any time to transfer and assign to, and to withdraw from such person, firm or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the Plat.

14.14 Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purposes of removing certain portions of the Property from the provisions of this Declaration.

14.15 Warranties. Declarant makes no warranties, express or implied, as to the improvement located in, on, or under the Common Area. Each Lot Owner other than Declarant, by acceptance of a deed or other conveyance of the Lot, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied. made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

14.16 Waiver of Jury Trial. In the event there is a dispute concerning the rights, obligations or remedies of a Member or Declarant under this Declaration, such matter will be submitted to a court of competent jurisdiction. DECLARANT AND ALL MEMBERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE CONCERNING THE RIGHTS, OBLIGATIONS OR REMEDIES OF DECLARANT OR ANY MEMBER UNDER THE DECLARATION OR ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS, CROSS-CLAIMS OR THIRD PARTY CLAIMS) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. DECLARANT HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF DECLARANT NOR DECLARANT'S COUNSEL HAS REPRESENTED, EXPRESSLY OR IMPLICITLY, THAT



DECLARANT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THE FORGOING WAIVER.

14.17 Indemnification by Members. Each Member indemnifies and holds harmless Declarant, Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, losses, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of waterbodies within or adjacent to the Property by Members, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant, Association, or of any Indemnified Parties. Should any Member bring suit against Declarant, Association, or any of the Indemnified Parties from any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Member is liable to such Indemnified Parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees, and paraprofessional fees at trial and upon appeal.

Notwithstanding anything to the contrary in the Declaration, Articles, Bylaws, Rules, or any exhibits thereto, or any other document affecting the Property (the "Governing Documents"), neither the Association nor the Declarant is liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Member, occupant or user of any portion of the Property, including, but not limited to, residents and their families, guests, lessees, licensees, invitees, agents, servants, contractors, and/or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

It is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

The Association is not empowered, nor has it been created, to act as an agency which enforces or ensures the compliance with the laws of the State of Florida and/or County or which prevents tortuous activities. The provisions of the Governing Documents setting forth the uses of Assessments which relate to health, safety, and welfare shall be interpreted and applied only as purposes for the uses of Assessment funds and not as creating a duty of the Association 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.

Each Member (by virtue of his acceptance of title to a Lot) and each other person having an interest in or lien upon, or making a use of, any portion of the Property is bound by this Section and is deemed to have automatically waived any and all rights, claims, demands and causes of action against Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section or otherwise. As used in this Section "Association" shall include within its meaning all of Association's directors, officers, committee and board



members, employees, agents, and contractors (including management companies, subcontractors, successors and assigns).

14.18 Notices.

(a) To Declarant. Notice to Declarant as may be required herein shall be in writing and hand delivered or sent via certified mail to Declarant at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by Declarant.

(b) To Association. Notice to the Association as may be required herein or the Bylaws of the Association shall be in writing and hand delivered or sent via certified mail to the Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Association.

(c) To Member. Notice to any Member of a violation of any of these restrictions, notice of Assessments or any other notice as may be required herein shall be in writing and delivered or mailed to the Member at the address shown on the tax rolls of Lee County, Florida, or if not shown thereon, to the address of the Member, as shown on the deed recorded in the Public Records of Lee County, Florida.

14.19 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

IN WITNESS WHEREOF, the Declarant herein, has caused this instrument to be executed as of the day and year first above written.

Signed and acknowledged
in the presence of:

DECLARANT:

1st Witness

Printed Name

2nd Witness

Printed Name

Charles R. Meador, Jr., as Trustee under
the provisions of a Land Trust Agreement,
effective March 8, 1995, and not
individually, and known as the Siesta V
Land Trust



STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Charles R. Meador, Jr., as Trustee under the provisions of a Land Trust Agreement, effective March 8, 1995, and not individually, and known as the Siesta V Land Trust, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public

Printed Name





EXHIBIT B

DESIGN AND CONSTRUCTION GUIDELINES

- A. Each lot shall be used for construction of a single-family living unit containing at least three thousand (3,000) square feet of air-conditioned living area. No structure may be erected or permitted to remain on any Lot other than one single family residence, and one other building incidental to residential use.
 - B. Buildings are to be two (2) stories above parking and may not to exceed thirty-five (35) feet above required flood elevation.
 - C. Setbacks:
 - 1. Front 20 feet from private local road
 - 2. Side yards 15 feet from property line
 - 3. Rear (water body) 20 feet (primary structure)
 - 4. Rear (water body) 5 feet (pools and accessory structures when a rip-rap revetment is provided to stabilize the shoreline waterward of the mean high-water line)
 - D. Lot Coverage Maximum: Sixty percent (60%) including pools and accessory structures.
 - E. All structures must be built to Hurricane Standards.
-

- 1. Air Conditioning and Heating Equipment. Window air conditioning and heating units shall not be permitted.
- 2. Artificial Vegetation. No artificial grass, plants, or other artificial vegetation may be placed or maintained upon the exterior portion of any Lot unless approved by the Declarant or the ARB.
- 3. Colors. No exterior colors on any structure are permitted that, in the sole judgment of the Declarant or ARB, would be inharmonious or incongruous with the Property. Any subsequent exterior color changes desired by Member must be first approved in writing by the Declarant or ARB in accordance with Section VIII.
- 4. Contractor's Required Security Deposit. Prior to the commencement of construction on any Lot the Member or the contractor retained by such Member shall deposit with the Association a cash deposit of \$5,000.00 as a partial guarantee against damages which may be caused by said contractor against any Common Areas with the Property.
- 5. Factory-Built and Sheds. No structure of any kind commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected on any Lot. No shed shall be constructed on any lot.
- 6. Flags, Lawn Ornaments and Decorations. No lawn ornaments, sculptures or other outside decorations shall be displayed on any Lot, with the exception of the flag of the United States of America and temporary holiday decorations; provided that such holiday decorations shall not, in the determination of the Association, be excessive or create a nuisance. The flag of the United States of America may be displayed only on such flag pole or post which is approved by the Declarant or the ARB.
- 7. Garage. Each improved Lot shall include an enclosed garage with space for parking at least two (2) vehicles. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement in which case the Member must obtain approval of any replacement door from the Declarant or the ARB.



8. Lampposts and Building Designation. The form, size, color, character and placement of all lampposts and the method of designating buildings must be first approved by the Declarant or ARB both prior to initial installation and prior to replacement. All replacements shall be of consistent design and color as originally approved by Declarant or the ARB and installed by the builder. Declarant or the ARB shall have the right to remove any unapproved lamppost and/or building designation.
9. Landscaping; Sprinkler Systems. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting canals or water management areas. No stone, gravel, or paving of any type shall be used as a substitute for grass in a lawn. Certain areas as determined by the Declarant or the ARB may remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency and shall thereafter be kept in good condition by the Member.
10. Mailboxes. If the U.S. Postal Service requires the use of centrally located mailboxes for the Lots then Members may not install a mailbox on their Lot and the Association will be responsible for installing and maintaining the centrally located mailboxes. If the U.S. Postal Service does not require the use of centrally located mailboxes for the Lots, then the form, size, color, character and placement of all mailboxes must be first approved by the Declarant or the ARB.
11. Outside Lighting. All exterior lighting shall be accomplished in accordance with a lighting plan first approved in writing by the Declarant or ARB. Except as may be initially approved, no spotlights, floodlights, or similar type-high intensity lighting shall be placed or utilized upon any Lot. Other types of low intensity lighting which do not unreasonably disturb the Members or other occupants of the Property may be allowed.
12. Playground Equipment. No jungle gyms, swing sets, or other playground equipment, shall be permitted on any Lot, unless not visible from any adjacent street, without the express written consent of the Declarant or ARB.
13. Recreational Courts. No outdoor recreational courts, including but not limited to tennis, basketball, volleyball and badminton, shall be erected without specific approval of the Declarant or the ARB, which may be conditioned upon adequate screening and buffering of such courts in order to minimize nuisances to adjacent Lots, as well as a limitation of play to specific time periods during daylight hours. Nighttime illumination of any approved recreational court is prohibited. Temporary, movable, basketball poles are permitted provided that they are not left outside overnight.
14. Screen Enclosures. Screen enclosures are not allowed without approval by the Declarant or the ARB, which may approve or disapprove screen enclosures in its sole discretion.
15. Solar Collectors; Roof Vents. Solar Collectors are permitted, but Declarant or the ARB must approve the location of, color and materials used in the construction of solar collectors prior to installation. The provisions of Section 163.04, Florida Statutes, shall apply with regard to approval of Solar Collectors pursuant to this Section. Roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by the Declarant or the ARB.
16. Swimming Pools. No above-ground pools shall be erected, constructed or installed on any Lot without approval of the Declarant or the ARB.
17. Underground Utility Lines. All electric, telephone, gas and other utility lines, wires, pipes, and conduits of any type must be installed underground.
18. Walls and Fences.
 - (a) No walls, fences, dog runs, or animal pens of any kind will be permitted on any Lot, except as approved by the Declarant or the ARB.
 - (b) Where walls and fences are approved, the same shall not unreasonably obstruct views of adjacent Parcels. The decision regarding what is an unreasonable obstruction of such a

view shall be made by the Declarant or the ARB, in its sole discretion. If a wall or fence is approved, it shall be located in a manner to limit the area enclosed to that necessary to afford privacy or for landscaping accents. No wall or fence shall be constructed with a height of more than six (6) feet above the existing ground level of adjoining property. No wall or fence shall be constructed on a property line or within any utility easement unless specifically approved by the Declarant or the ARB. Any Lot on which a wall or fence has been constructed shall have and maintain a landscape buffer between the wall or fence and the adjacent property line.

- (c) A wall, fence or enclosure shall only be constructed of materials and with a design and color as approved by the Declarant or the ARB. No chain link or other metal or sheet fencing shall be allowed unless specifically approved for good cause and with adequate landscape screening.

- 19. Waste Containers. The Member shall provide waste disposal containers for all garbage and rubbish. Such containers shall be kept inside the garage or be fully enclosed in a concrete or fenced area attached to and in architectural conformity with the Living Unit, as approved by the Declarant or the ARB.
- 20. Window Coverings. Window tinting as a method of energy conservation is permitted provided that the type and method of tinting is first approved by the Declarant or the ARB. Reflective or foil window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless first approved by the Declarant or the ARB.





SIESTA V HOMEOWNERS' ENVIRONMENTAL EDUCATIONAL PLAN

Revised November 6, 2018

INTRODUCTION

This document outlines the Homeowners' Environmental Education Plan (HEEP) and Best Management Practices (BMP) to be implemented by the Homeowner's Association (HOA) of the proposed residential community known as Siesta V. The HEEP/BMPs are adopted from the Florida Department of Environmental Protection's (FDEP) Clean Marina Program and environmental guidelines recommended by the FDEP, Lee County, the Environmental Protection Agency (EPA), the National Oceanic and Atmospheric Administration Fisheries Southeast Regional Office (SERO) Protected Resources Division (PRD) and other conservation agencies and organizations. The following HEEP/BMPs will be implemented as part of Siesta V.

COASTAL ECOSYSTEMS

Perhaps the most unique characteristic of Southwest Florida is the nearshore waters and the coastal estuaries. These coastal ecosystems serve a variety of highly important functions. They provide a nutrient rich habitat for many plants and animals. Sea grasses, marine organisms, and valuable fish species all depend on nearshore waters for food, shelter, and mating grounds. Coastal ecosystems also provide many recreational opportunities, such as boating, diving, swimming, surfing, snorkeling, and fishing. Coastal ecosystems also provide educational centers and research opportunities for scientists, students, naturalists, and simply, the curious. Florida offers some of the nation's most scenic coastlines, but preventing damage to our seascape requires balanced, common sense management. Understanding the complexities of the fragile resources, learning the ways that we affect our environment, and managing our coastal ecosystems will help minimize our impacts while still maintaining our way of life (Environmental Protection Agency; Coastal Watersheds 1998).

BIRDS

Florida's coastal ecosystems are home to a wide variety of waterfowl. Many species of ducks, raptors, and passerine birds migrate to these areas to forage and breed. Birds are an important aspect of the natural environment because they provide aesthetic enjoyment, scientific significance, and ecological and economical value.

Birds provide an aesthetic enjoyment that many people value. We enjoy hearing birds sing to us, benefiting from the feeders we offer them, and watching wild species as a diversion from the pressures of our daily lives. Birds are also important to us as they are symbols of our daily lives; to us they represent freedom, strength, joy, and wisdom.



Birds provide scientific importance as an important source of research. From birds we have learned the dynamics of flight, migration, vision, behavior, and physiology. The rise and fall of bird populations can also be indicators of how human actions affect the natural world.

Birds play a very important role in the food chain. Birds acts as pollinators, allowing plant life to grow and flourish; and they control insect and some rodent populations, which, in turn, reduces human and animal pests and controls for disease.

Birds are also a benefit to people by contributing to our economy. The economic value of birds is great due to the popularity of nature-based recreation of bird watching. The bird economy is also stimulated by the purchase of bird-related materials and activities such as birdseed, feeders, and bird-based excursions in exotic lands. The benefits of the vast number of bird species are great and widespread, but can be seen and enjoyed locally, here in Southwest Florida (Environmental Protection Agency; The Basics of Bird Conservation 2000).

The Siesta V HOA will implement BMPs, such as maintaining native habitat in preserves located within the project boundary and promoting bird sanctuaries within the community.

MANATEES

Manatees are large, air-breathing herbivores found in shallow, slow-moving coastal waters where seagrass beds or vegetation flourish. Eating up to 150 pounds of plants each day, manatees typically weigh between 800 and 1,200 pounds and reach about ten feet in length. Manatees are slow-moving and therefore unable to swim quickly away from boats; this often results in collisions that may cause injury or death to the creatures.

The manatee is protected under federal law by the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973 (ESA), and the Florida Manatee Sanctuary Act of 1978. Anyone convicted of harming the manatee in anyway faces a maximum fine of \$500 and/or imprisonment for up to 60 days. In areas that are known manatee habitats, boaters should slow down and produce only minimal wake.

SMALLTOOTH SAWFISH

The smalltooth sawfish belongs to a group of fish called elasmobranchs that includes rays, skates, and sharks. Although shark-like in appearance, they are actually rays, as their gills and mouths are found on the underside of their bodies. Sawfish get their name from their distinct rostrum—a long, flat snout edged with teeth—that looks like a saw. Smalltooth sawfish live in tropical seas and estuaries (semi-enclosed areas where rivers meet the sea) of the U.S. Southeast Atlantic Ocean and the Gulf of Mexico. They are most at home in shallow, coastal waters, and sometimes enter the lower reaches of freshwater river systems.

In 2003, the smalltooth sawfish became the first elasmobranch to gain federal protection under the ESA. In 2009, the National Marine Fisheries Service (NMFS) designated smalltooth sawfish



critical habitat under the ESA to help conserve habitat that is essential to the recovery of the species. In the case of smalltooth sawfish, designated critical habitat conserves shallow, coastal habitats less than three feet measured at Mean Lower Low Water and red mangrove shorelines; these habitat features are essential to the recruitment of juvenile animals into the adult population. Designated smalltooth sawfish critical habitat includes two Units – the Charlotte Harbor Estuary Unit and the Ten Thousand Islands/Everglades Unit. Siesta V is located in the Charlotte Harbor Estuary Unit.

While smalltooth sawfish were once abundant throughout the southeast United States, the core range of the species is now located in Southwest Florida from Charlotte Harbor to Florida Bay. The ESA prohibits “take” of the species. “Take” is defined as “any means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.”

NMFS understands that incidental “take” may occur while fishing recreationally. For personal safety, and the safety of the animal, Siesta V residents should use extreme caution and follow these safe handling and release guidelines:

1. Keep the animal in the water at all times.
2. Remove as much fishing gear as possible without harming yourself or the animal.
3. Do not remove the saw (rostrum) or injure the animal in any way.
4. Release the animal immediately.
5. Report the encounter to the Florida Fish and Wildlife Conservation Commission.

Encounters may happen while fishing and sightings may happen while walking the shoreline. Siesta V residents should report all smalltooth sawfish encounters or sightings via e-mail or phone to the Florida Fish and Wildlife Conservation Commission:

E-mail: Sawfish@MyFWC.com
Telephone: 1-844-4SAWFISH (1-844-472-9347)

Siesta V residents should be prepared to include the date and time of the encounter, the location, water depth, the estimated length of the animal, and any markings, wounds, or tags present. Residents should be willing to provide any photographs of the encounter.

SEAGRASSES

Aside from providing a highly suitable habitat for manatees, seagrasses are also habitat for other fish and invertebrate species during some stages of development. The canopy of seagrasses creates a calm, protected, nursery habitat for young stages of fish and crustaceans. The rapidly

growing leaves of seagrasses are an excellent grazing material for sea urchins, manatees, wading birds, and turtles. Additionally, seagrasses are an important food staple as decaying detritus matter for microbes, shrimp, and many fish. Seagrasses also help other species and organisms by recycling nutrients from the suspended sediments in the water, which aids in the growth of marine life.

Attached is information explaining the importance of seagrasses and preventing prop damage to seagrass beds (Exhibit 1).

MANGROVES

Mangrove forests can be recognized by their dense tangle of prop roots that make the trees appear to be standing on stilts above the water. This tangle of roots allows the trees to handle the daily rise and fall of tides, which means that most mangroves get flooded at least twice per day. The roots also slow the movement of tidal waters, causing sediments to settle out of the water and build up the muddy bottom. Mangrove forests stabilize the coastline, reducing erosion from storm surges, currents, waves, and tides. The intricate root system of mangroves also makes these forests attractive to fish and other organisms seeking food and shelter from predators.

Because mangrove trees are such a valuable source of nutrients for Florida's ecosystem, state and local laws regulate the cutting and trimming of mangroves. Trimming and alteration permits are required before any changes can be made to mangrove trees. These laws are relative to the type of mangrove tree and the size and age of the tree. Although trimming and alteration is permitted, it must be done by professional landscaping companies and inspected by the proper authorities.

Trimming of mangroves in Siesta V for Lots 1 thru 41 will be subject to the requirements of Sections 403.9321 – 403.9333 Florida Statutes. Mangrove trimming will be allowed to maintain dock access. Mangrove trimming for Lots 25 thru 35 will be further limited to allow trimming of lateral branches only within 50 percent of the shoreline for each lot and trimming to a height of no less than ten feet.

BOATING

Boating is one of the most popular recreation sports in Southwest Florida and with the accessibility of San Carlos Bay and Pelican Bay, boating will be widely used by residents of the Siesta V community. As boating becomes more popular, precautionary boating practices become more important.

It is extremely important to follow all speed zone regulations such as the Idle Speed Zone, Slow Speed Zone, Caution Zone, No Entry Zone, and the Safe Operation Zone. The Idle Speed Zone is a zone in which boaters are not permitted to travel any faster than necessary for the boat to be steered. The idle speed is different depending on the size and weight of the boat, but the idle speed should never be any faster than five miles per hour. The Slow Speed Zone is a no-wake or minimum-wake zone where boats cannot be on a plane and must be level in the water. The boat

is not permitted to create any waves or disrupt underlying vegetation or animal species. The Caution Zone depicts a zone that is frequently inhabited by manatees. This area requires boaters to be responsible and avoid disturbing or coming in contact with manatees. The No-Entry Zone is a protected zone that prohibits all boating, swimming, and diving for the protection of manatees. And finally, the Safe Operation Zone indicates that the boater may resume safe boating speed; this zone will be apparent as you leave a protected area.

Although there are many laws and regulations designed for our safety and the safety of the environment, there are other aspects of boating that are not always clearly depicted by signs and buoys. The boater must use his/her own judgment to act responsibly. A couple of “unmarked” tips to remember while on the water are: 1) wear polarized sunglasses, which help reduce the glare of the water, further one’s view into the water, and which make the swirling of a manatee coming up for air easier to observe; 2) stay in the center of a channel while navigating through mangroves and canals, which directs the boat in the deepest path of water and aids in avoiding tearing up sea grass beds and disturbing wildlife; 3) stay out of sea grass beds and attempt to stay out of shallow water; and 4) travel at a slower speed to give the boat greater maneuverability, protect people and wildlife, and aid in saving gas.

BOAT DOCKS

Although the construction of a small boat dock seems relatively harmless, there are many ways in which building these structures affect the environment. Boat docks and related activities have the potential to significantly impact wildlife resources directly and indirectly. The following are ways in which to minimize their impacts and will be implemented by the Siesta V community:

1. Petroleum Spill Recovery Plan – A petroleum spill recovery plan will be implemented per the attached FDEP Petroleum Spill Recovery Plan and Components of a Spill Response Plan guidelines (Exhibit 2). The plan will be coordinated with the U.S. Coast Guard, FDEP, and Florida Marine Patrol.
2. Engine Repair and Maintenance – Engine repair and engine maintenance will be prohibited.
3. Boat Cleaning – A boat cleaning plan will be implemented per the attached FDEP suggested guidelines for Boat Cleaning – In the Water; Boat Cleaning – Out of the Water; and Boat Cleaning – Exotic Plants/Sealife (Exhibit 3). Individual boat washing will be allowed within the vicinity of the docking facilities provided environmentally friendly boat detergents are used and the FDEP boat cleaning guidelines are followed. For boats that are in the water, cleaning methods will be used that prevent or contain the release of pollutants to surface waters. Pressure cleaning of boats in the water will be prohibited. In-the-water hull scraping and any abrasive process that occurs underwater and removes anti-fouling paint from the boat hull will be avoided. Detergents and cleaning compounds used for washing boats should be phosphate-free and biodegradable and amounts used kept to a minimum. The homeowners’ association will maintain an up-to-date list of environmentally friendly cleaning products for use in boat cleaning.

4. Solid Waste Management – Where appropriate, adequate signs will be posted identifying waste disposal practices. Convenient trash disposal and recycling facilities will be provided to boaters. “Wind/wildlife-proof” covers will be installed on trash receptacles.
5. Fish Waste Management – Over-water fish cleaning or disposal of fish wastes in the water will be prohibited. Fish cleaning stations with trash receptacles and wastewater hookups will be provided. Sound fish management through a combination of fish cleaning restrictions, public education, and proper disposal of fish waste will be promoted.
6. Fueling Facilities – Fueling facilities will be prohibited.
7. Hurricane Plan – Guidelines for Hurricane Preparations will be posted at the community docking facilities and will be made available for all homeowners upon purchase of their home. The preparations will include 1) evacuating boats inland or moving them to open waters at the earliest time possible; 2) removing portable containers and cans of paint, cleaner, petro-chemicals, etc., from the docking facilities; 3) have waste haulers pick up all solid waste when the first news of an approaching storm is heard; and 4) any above ground fuel tanks should be fitted with appropriate tie-downs and topped off.

XERISCAPING

Human activity not only affects the way that aquatic ecosystems thrive but also terrestrial ecosystems. One problematic human activity that persists in community developments is water-intensive landscaping. Landscape designs that are created using non-native or exotic species can threaten the habitats of native plant species and depend on a tremendous amount of water to thrive. Xeriscaping can be used to help eradicate some of the spread of non-native plants and over-consumption of water by lawns and gardening.

Exotic plants are species that have been introduced accidentally or intentionally, but have very detrimental effects on the native landscape. Non-native plant species such as Brazilian pepper, melaleuca, Old World climbing fern, hydrilla, and the chinaberry, just to name a few, may enter into Florida accidentally by means of the trade route from other countries and also intentionally by landscapers or the government with the thought that they will be beneficial to our environment. Although most of the 25,000 or more exotic species introduced to Florida are relatively harmless, they take up ecological space that is needed by our native plant species which can lead to the impairment of the ecosystem. However, invasive exotic species have the ability to rapidly and severely disrupt our native ecosystem. “They displace native species at an alarming rate. They may occur in dense stands that preclude other types of wildlife. They are often impossible to eradicated by chemical or mechanical means” (Florida Native Plant Society (FNPS) 2002).



Xeriscaping is an efficient means of creating an attractive and environmentally beneficial landscape. “A xeriscape is a landscape which uses plants that have low water requirements, making them able to withstand extended periods of drought and high salt intake, which are both characteristics of a Florida environment. Xeric landscapes are a conscious attempt to develop plantings which are compatible with the environment” (Smith, Larson 1994). Although there is little maintenance needed for a xeriscaped lawn, there is a fair amount of work involved with implementing the system. With this system, there is much less water-guzzling grass in the design and grass becomes the accent piece of shrubs, flowers, and mulch beds (which are excellent at reducing water evaporation). “Homeowners who do adopt this idea for their landscaping can reduce their water consumption by 25 to 75%” (MicroVision 1995).

The homeowners’ association of Siesta V will encourage residents to landscape with native vegetation to encourage wildlife use, discourage exotic/nuisance infestations, and to conserve water resources (Exhibit 4).

RECYCLING

Recycling has been one of the most popular environmentally active trends within urban areas. Cities, suburbs, and even rural areas across the globe are recycling. But many of us do not know why recycling is so important. Aside from creating more space within our landfills, recycling allows us to reduce the amount of virgin resources used to create products, reduce the amount of matter and energy used in creating products and destroying them, and lastly, recycling allows us to reduce the amount of pollution and environmental degradation. These four reduction methods are developed because rather than simply creating products from virgin materials, throwing them away in a landfill, or burning them in an incinerator, we are developing new products from our old products. Although we may not be able to see the benefits of recycling in our lifetime, it is certain that our children and grandchildren will be able to see it in theirs.

Recycling on our part, as a member of a community, seems rather simple. But to recycle successfully, there needs to be more done rather than simply separating the trash. There are two more steps to the recycling process: reduce and reuse. First, the amount of products that we consume needs to be reduced, and the products that we do consume need to be reused, rather than recycled or thrown out. The actual act of recycling should actually be the last stage of a three-step process. These three steps: reduce, reuse, and recycle, when used together are very beneficial to our future generations and in the fight against environmental degradation (Miller 1998).

Recycling bins will be provided to Siesta V residents by the local waste management provider.

BOATER SAFETY AND WILDLIFE EDUCATION PROGRAM

The Siesta V HOA will implement a boater safety and wildlife educational program. The boater safety and wildlife educational program will include an annual meeting. During that meeting,



Siesta V residents will learn about local wildlife including the manatee and the smalltooth sawfish. The program will include wildlife species identification, safe handling and release guidelines for smalltooth sawfish, and how to report manatee and smalltooth sawfish encounters and sightings. In addition, the HOA will post manatee and smalltooth sawfish educational signage in the Siesta V community (Exhibits 5 and 6).

SUMMARY

The following general guidelines will be implemented in the Siesta V community to help protect Southwest Florida's natural resources:

- Do not dump any type of waste into a water body, such as fertilizers, oil, gasoline, pesticides, or herbicides.
- Do not dump waste left from gardening into a water body, such as cut grass or weeds pulled from a garden.
- Do not discard monofilament lines, hooks, or artificial baits into the water while fishing.
- Obey the community water conservation laws.
- Do not construct water landscaping more than necessary.
- Discard waste into proper trash cans and recycling bins.
- Maintain personal automobiles to avoid any gasoline or oil leakage that could eventually make its way into a waterway.
- Cut down or avoid using pesticides, herbicides, and fertilizers around the home and garden. This can be done by using only native plants of Florida in your landscaping plan, which are highly adapted to the existing environment and do not require chemical attention.
- Use native landscaping to help stop the spread of non-native plant species.
- Use highly precautionary methods during boating and other recreational activities to avoid contact with underwater plant and animal life.
- Try to avoid sea grasses completely during boating and other recreational activities.
- While boating and jet skiing, stay in deep water areas and channels.
- Obey idle speed zones, slow speed manatee zones, and no entrance manatee zones.
- If a manatee or other species is seen while boating, stay at least 50 feet away.
- If a smalltooth sawfish is encountered while fishing, use extreme caution and follow the safe handling and release guidelines.
- Report all encounters and sightings of smalltooth sawfish to the Florida Fish and Wildlife Conservation Commission (E-mail: Sawfish@MyFWC.com or Telephone: 1-844-472-9347 [1-844-4SAWFISH]).

Prior to lot sale closing, each lot purchaser will be provided an Educational Packet that includes the following items:

- Navigational chart of waters in the San Carlos Bay/Pelican Bay area
- Bathymetric information of the San Carlos Bay/Pelican Bay area surrounding the project



- Current tide chart and general information on how to use it
- Biological and economic importance of mangroves and seagrasses
- Safe watercraft operation in shallow water depth areas
- Watercraft prop dredging and bottom scarring: The problem and how to prevent the resource damage
- Manatee educational information and boater recommendations
- Smalltooth sawfish educational information, including safe handling and release guidelines and reporting information

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LIST OF EXHIBITS

- Exhibit 1 Seagrasses at the Seashore
- Exhibit 2 Petroleum Spill Recover Plan
Components of a Spill Response Plan
Petroleum Control and Containment
- Exhibit 3 Boat Cleaning – In the Water
Boat Cleaning – Out of the Water: Saltwater Rinse
Boat Cleaning – Out of the Water: Pressure Washing
Boat Cleaning – Exotic Plants/Sealife
- Exhibit 4 Seven Steps to a Successful Xeriscape
- Exhibit 5 A Boaters Guide to Living with Manatees
Manatee Sign
Boating Regulatory Zones
- Exhibit 6 Smalltooth Sawfish Sign



EXHIBIT 1

SEAGRASSES AT THE SEASHORE



National Park Service
U.S. Department of the Interior

Gulf Islands National Seashore
Florida and Mississippi



Seagrasses at the Seashore



Manatee Grass
(*Syringodium filiforme*)



Turtle Grass
(*Thalassia testudinum*)



Shoal Grass
(*Halodule wrightii*)

What is Seagrass?

They are flowering plants that grow underwater in shallow waters on the north sides of the barrier islands. Named for their grass-like appearance, seagrass has a strong root structure that helps them withstand currents and waves on the sandy sea floor.

Why is Seagrass Important?

Seagrass meadows serve as nursery grounds, and shelter for shrimp, crabs and many species of fish. A variety of birds, sea turtles and other wildlife depend upon them to live. Seagrass also promotes water clarity. The plants' extensive system of roots and rhizomes help stabilize bottom sediments.

The Damages



Propeller Scars in seagrass bed



Blowhole created by a propeller

Seagrass habitat is declining. Seagrasses grow in shallow coastal waters and can be damaged by boaters with wakes, anchors, propellers, and fishing equipment that disturb and scar the seabed. Scaring exposes the seagrass meadow roots allowing waves and currents to erode the seabed, resulting in the loss of the seagrass habitat.

You can Help - Boating Tips

- Know the waters well and know where you plan to put your boat.
- Look before you anchor, Do not drop your anchor in a seagrass habitat.
- If you do run into a sea grass flat, stop immediately and tilt your engine.
- If you DO get in too shallow, stop your motor and trim it up.
- "Push, Pull, Drift, and Troll" your boat to deeper water.
- Never try to power off, because that creates more damage.



Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, Florida 32563
(850) 934-2600

3500 Park Road
Ocean Springs, MS 39564-9709
228-230-4100
www.nps.gov/guis



Avoid



Trim/Troll



Push



By simply being mindful of where you are, remaining aware of your surroundings,
you can go a long way toward protecting seagrass.



EXHIBIT 2

PETROLEUM SPILL RECOVERY PLAN COMPONENTS OF A SPILL RESPONSE PLAN PETROLEUM CONTROL AND CONTAINMENT





PETROLEUM SPILL RECOVERY PLAN

PROBLEM:

Petroleum spills cause pollution and are costly to clean up. Lack of proper containment and a fuel spill response plan can critically delay containing a discharge.

GOAL:

Develop a petroleum spill response and maintain proper petroleum containment. Coordinate this plan with the U.S. Coast Guard, the Florida Department of Environmental Protection and the Florida Marine Patrol.

IDEAS FOR YOUR BOATYARD TO USE:

1 Inform your local harbormaster and fire department about your spill recovery plan and equipment.



3 Have a section "Emergency Response Plan" in the marine Panic File for immediate action at the time of a spill. (See Panic File, page 7)



2 Provide signs informing customers what to do to contain the pollutant in case of a spill if there is no attendant present.



NOTE:
Contain oil and diesel and notify appropriate agency, but allow gasoline to gently and rapidly disperse. Call 911 where appropriate.

REGULATORY REQUIREMENTS:

****These regulatory requirements apply to any boatyard that transfers diesel fuel and heavy oils over the water.**

1. **Develop a petroleum spill recovery plan and train personnel in its use in accordance with Chapter 62N-16 Florida Administrative Code. The plan should be short, with clear directions that can be understood by each employee.**

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Components of a Spill Response Plan should address the following:

- Who -** to notify within one hour of a spill:
- | | |
|------------------------------------|-----------------------|
| Your Local Responder | ###-#### |
| USCG National Response Center | (800) 424-8802 |
| STATE WARNING POINT 24 hour | (800) 320-0519 |
| Florida Fish & Wildlife Commission | (800) 342-5367 |
- *367 on your cell phone
VHF – Channel 16
- What -** a Petroleum Spill Response Plan should also include:
- Name, location and hours, telephone #'s, radio frequencies.
 - Facility waterfront and vessel characteristics.
 - Type and amount of petroleum stored.
 - Name/Phone Numbers of owner and trained personnel designated in charge.
 - Notification responsibilities and procedures.
 - A list of spill equipment/capabilities on site.
 - Third party cleanup organization.
- When -** Identify when additional resources should be called for assistance and determine when equipment will be inspected and replaced, if necessary.
- Where -** Identify where the petroleum spill response equipment is located in the facility. Identify sources where additional oil response equipment can be quickly obtained (this can include 3rd party cleanup contractors), if it is necessary.
- How -** Train staff on how the equipment should be used and, when necessary, disposed of properly.
- Maintain or have access to containment booms that are 5 times the length of the longest vessel docked and absorbent material to contain the largest potential spill. This equipment may be kept on site or provided and maintained by a contracted petroleum response company provided personnel can begin boom deployment within one hour of a spill.
- The US Coast Guard must be notified any time there is a noticeable sheen present on the surface water.
- Annually review plan with staff and update for any new technology or equipment.



PETROLEUM CONTROL & CONTAINMENT

PROBLEM:

Petroleum products introduced in the environment are a chronic problem. Small incremental discharges of petroleum products add up to significant impacts. During fueling operations an accidental release may occur through the fuel vent, during bilge pumping and from spills. Oil and grease from the operation and maintenance of engines are also sources of petroleum discharges.

GOAL:

Eliminate or reduce the amount of fuel and oil entering boatyard and surface waters from boat bilges, fuel tank air vents and spills.

IDEAS FOR YOUR BOATYARD TO USE:

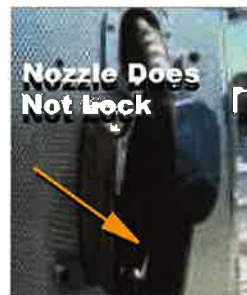
1 Provide signage and pamphlets that stress the impacts from spills and fueling activities. Also detail which precautions should be taken by customers and that customers may be held responsible for cleanup costs. Boater workshops are encouraged to teach these concepts.



3 Promote the use of fuel/air separators on air vent/overflow systems installed on inboard fuel tanks and vent/overflow collection devices.



2 Promote the use of automatic/back-pressure/shut-off nozzles as long as the mechanism that allows unattended fueling is disabled.



4 Promote the use of oil absorbing materials in the bilge areas of all boats with inboard engines. Encourage boaters to examine these materials in their boats at least once a year and replace as necessary. Recycle or dispose of used absorbents in accordance with petroleum disposal regulations. (Use the recycling services of an applicable landfill or recycling center).



Contain oil and diesel and notify appropriate agency, but allow gasoline to gently and rapidly disperse. Call 911 where appropriate.

5 Have absorbent pads readily available at the fuel dock to mop up spills on the dock or on the water (spill response carts with booms, pads and absorbents should be on standby during fueling). Place used absorbents in a closed drum for proper disposal. Absorbent pads



should be made available in well-marked, easily accessible container or containers at locations near the fuel dock. The harbormaster should be trained in the use of absorbent pads. An inventory of absorbent pads should be kept in the storage area with these products and the supply should be inventoried on a regular basis.

6 Place containment berms around fixed pieces of machinery that use oil and gas.



7 Provide impervious fireproof containment trays for use when filling small cans. If possible, the product should be immediately returned to the fuel tanks.



8 Provide secondary containment for piping (double wall piping) and a collection tray under dispensing area.

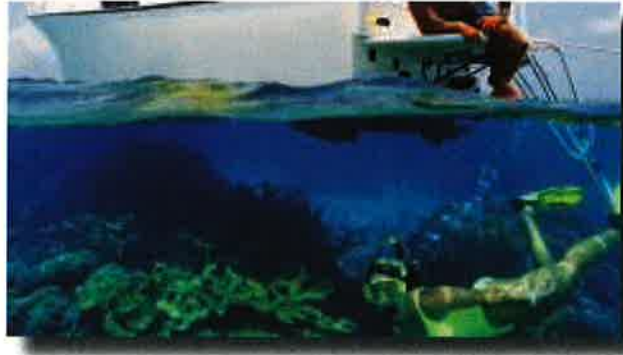


9 Provide stationary skids for fueling personal watercraft which will help to eliminate rocking and keep the vessel level in order to minimize spills.



REGULATORY REQUIREMENTS:

1. The Pollutant Discharge Act addresses in Section 376.07, transfers of pollutants; 376.09 Removal of prohibited discharges; and, 376.12 Liabilities and defenses of responsible parties; liabilities of third parties; financial security requirements for vessels; notification requirements, Florida Statutes.
2. Facility owner/operators or designees must be present during fueling and must have direct access to emergency shut off devices. Chapter 62N-16 Florida Administrative Code.
3. Above ground and underground storage tanks (AST/UST) are regulated by Florida Administrative Code, 62-761 and are overseen by local county (which may have rules that are more stringent than the State). As far as local programs and county ordinances, NO COUNTY SHALL HAVE RULES MORE STRINGENT THEN THE STATE REGS. The minority exception being Dade/Broward, Alachua, Indian River and possibly Hillsborough (ordinances in effect prior to the State rule).



BOAT CLEANING - IN THE WATER

PROBLEM:

Boatyard employees and boat owners use a variety of boat cleaners, such as teak cleaners, fiberglass polishers and detergents that can contribute pollution and nutrients to the water. Excess nutrients degrade water quality by promoting nuisance aquatic plant growth and reducing dissolved oxygen levels needed for aquatic life. Additionally, scrubbing antifouling paints can release toxic metals into the water which may contaminate boatyard bottom sediments. The removal of contaminated sediments can be very costly.

GOAL:

For boats that are in the water, use cleaning methods that prevent or contain the release of pollutants to surface waters.

IDEAS FOR YOUR FACILITY TO USE:

1 Educate the customers on the negative impact of many traditional cleaners and when possible, supply for sale to boatyard patrons biodegradable spray type cleaners that do not require rinsing.



2 When possible, remove the boat from the water and perform cleaning where debris can be captured and properly disposed of. Promote the use of dry slips and boat lifts, in order to reduce the need for in the water cleaning.



3 Prohibit pressure washing for boat cleaning in or over the water.



4 Encourage the use of sponges or soft towels to clean the underwater hull on a regular basis. Avoid in-the-water hull scraping and any abrasive process that occurs underwater that may remove anti-fouling paint from the boat hull.



5 Wash the boat hull above the waterline by hand. Detergents and cleaning compounds used for washing boats should be phosphate-free and biodegradable and amounts used should be kept to a minimum.



6 Prohibit the use of traditional sudsing cleaners that must be rinsed off and discourage the use of detergents containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye.



7 For boats that are in the water, use cleaning methods that prevent or contain the release of pollutants to surface waters.



8 Avoid in-the-water hull scraping and any abrasive process that occurs underwater that may remove anti-fouling paint from the boat hull.



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EXHIBIT 3

BOAT CLEANING – IN THE WATER
BOAT CLEANING – OUT OF THE WATER: SALTWATER RINSING
BOAT CLEANING – OUT OF THE WATER: PRESSURE WASHING
BOAT CLEANING – EXOTIC PLANTS/SEALIFE



BOAT CLEANING - IN THE WATER

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8 Avoid in-the-water hull scraping and any abrasive process that occurs underwater that may remove anti-fouling paint from the boat hull.



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BOAT CLEANING - OUT OF THE WATER Saltwater Rinsing

Water used to rinse the salt and scum off of boats taken out of the water for upland storage can add pollutants to the surface waters.

GOAL:

Contain rinse water from cleaning and washing of boats on the uplands where possible.

IDEAS FOR YOUR FACILITY TO USE:

1 Do not discharge wash, rinse or contaminated rinse waters to surface waters or storm drains. Avoid stormwater contamination. Also see Stormwater BMP, page 81).



2 Ideally, rinse boats in a designated area designed to contain and collect rinse water for recycling, such as an impermeable surface (sealed asphalt or concrete) with a sloping grade and a drain sump to direct the rinse water to a recycling system. (See page 33)



3 At a minimum, designated areas for boat rinsing should be designed to prevent discharge of rinse water to surface waters and prevent contamination of stormwater. For example, an upland permeable surface such as gravel or grass which allows water to percolate. Solids and debris should be picked up to prevent contamination of stormwater.



4 Wastewater from rinsing and washing may be discharged to infiltration areas or other stormwater treatment systems capable of treating rinse waters (See Stormwater BMP page 81).



Unintended discharges can occur when boats are being removed from the water and the drain plug is pulled. Do not pull the drain plug on boat ramps or over the water. Pull the boat out and away from the water or the boat ramp so bilge water does not drain back into the waterbody. Before pulling the drain plug, bilges should be checked for petroleum or other pollutants which may have collected during operation. If oil or pollutants are found, take necessary steps to remove them before removing the plug or drain them ashore into oil/water separators.

There are a number of treatment components available on the market for recycling of wastewater and for grease and oil removal systems.

5 Rinsewater may be discharged to a wastewater treatment facility. The facility must obtain permission from the operator of the local wastewater treatment facility to discharge wastewater from rinsing to the sanitary sewer.



Contact the local wastewater treatment facility for permission and further guidelines.



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BOAT CLEANING - OUT OF THE WATER Pressure Washing

PROBLEM:

Washing and boat bottom cleaning can remove oils and greases, paint chips, barnacles and other sources of water quality degradation. If these contaminants are allowed to flow into the waterbody, toxic heavy metals can pollute the water column and sediments. Additionally, associated organic matter can add to the biochemical oxygen demand (BOD) of the water body and suspended solids may decrease available sunlight for aquatic plant life.

GOAL:

Contain and direct industrial wastewater from washing to a recycling system or to a wastewater treatment facility.

IDEAS FOR YOUR FACILITY TO USE:

1 Do not discharge industrial wastewater from pressure washing to surface or ground waters, storm drains or septic system. Avoid contaminating stormwater with such wastewater by establishing and using a stormwater pollution prevention plan.



Also see Stormwater BMP Suggested Method #1, page 81. Industrial wastewater cannot be discharged into the environment (surface water, soil, etc.) without a permit from the DEP.

2 Industrial wastewater may be discharged to a wastewater treatment facility. The marina must obtain permission from the operator of the local wastewater treatment facility to discharge industrial wastewater from pressure washing to the sanitary sewer. Contact the local wastewater treatment facility for permission and further guidelines.



3 If a wastewater treatment facility is not available or the operator refuses to give permission, install a recirculating pressure wash system that recycles the industrial wastewater.



4 Designate shore-side washing and pressure washing areas where wash waters can be collected or contained for treatment or recycling. Areas should have sloping impermeable surfaces (such as sealed asphalt or concrete) which allow waste water from these activities to be recycled for reuse or treated before discharging. Wash and rinse water should be either:

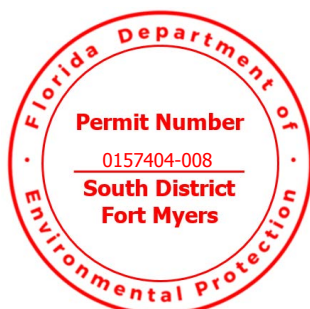


- collected for recycling and reuse (see page 111) or;
- collected for discharge to a wastewater treatment facility (Contact the local wastewater treatment facility for permission to discharge wash and rinse waters to the sanitary sewer and for further guidelines. If a wastewater treatment facility is not available or refuses to give permission, install a recycling system.) or;
- in the case of rinse waters only, discharge to stormwater retention areas capable of necessary treatment or;
- pretreatment prior to discharge in accordance with water quality standards, permit required by DEP.

5 Provide and clearly mark designated work areas for pressure washing. Do not permit pressure washing outside designated areas. Do not allow off-site contractors to bring pressure washing equipment on-site unless they understand where and how this activity can be performed.

**Pressure Washing
In This
Area ONLY**

**Contractors see
Boatyard Manager
prior to any work
at this facility**



6 A marina may obtain an industrial waste water permit from DEP to discharge wastewater from pressure washing into the environment. An industrial waste permit may require pretreatment of the wastewater and quarterly monitoring to analyze the contaminants that are entering the environment.



7 Make environmentally compatible cleaning products and information available to boaters.



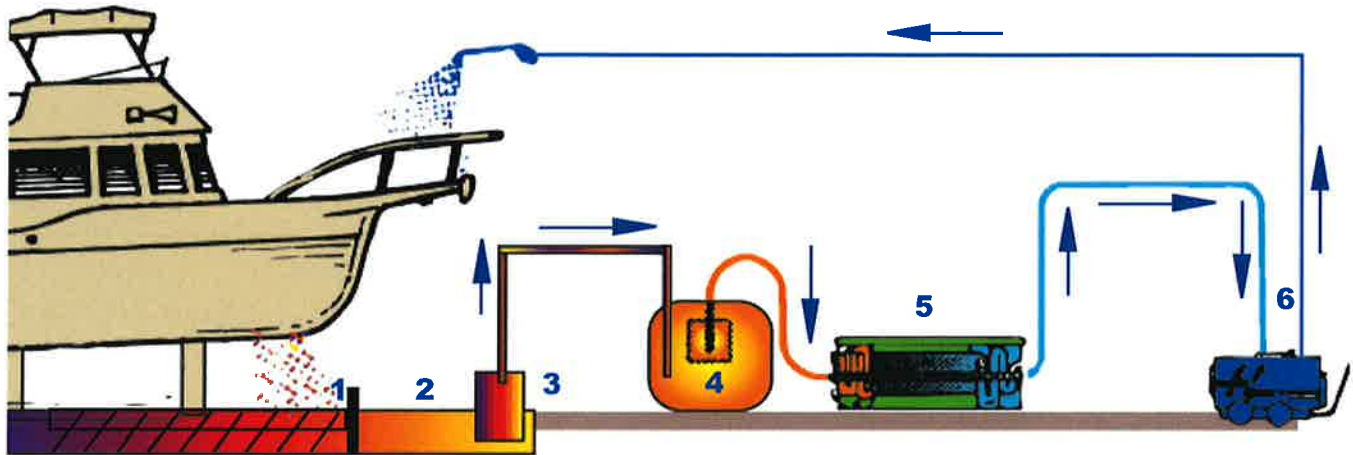
8 Use diagonal trenches or berms to contain and collect wash water at marine railways.



9 Use solid decking, gutters and sumps at lift platforms to contain and collect wash water for possible reuse.



Schematic of Pressure Washing Area



1) Enclosed Area 2) Collection Point 3) Sump Pump 4) Sump Tank 5) Water

Recycles wash water with a submersible sump pump connected to a wash water treatment system and back to a pressure washer, to allow collection of wastewater for recycling and re-use as washwater. Stored recycled wastewater may require chlorination or ozonation for good sanitation and odor control..



Unintended discharges can occur when boats are being removed from the water and the drain plug is pulled. Do not pull the drain plug on boat ramps or over the water. Pull the boat out and away from the water or the boat ramp so bilge water does not drain back into the waterbody. Before pulling the drain plug, bilges should be checked for petroleum or other pollutants which may have collected during operation. If oil or pollutants are found, take necessary steps to remove them before removing the plug or drain them ashore into oil/water separators. Refer to Oil BMP page 23.

REGULATORY REQUIREMENTS:

1. Florida's NPDES Stormwater Program*, authorized under Section 403.0885, Florida Statutes (F.S.), regulates point source discharges of stormwater into surface waters of the State or into a municipal separate storm sewer system (MS4) from certain municipal, industrial and construction activities. Marina industry operations included in the definition of industrial activity are:

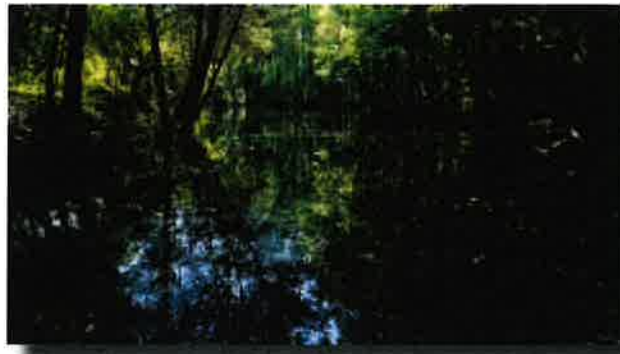
- Ship and boat building and repair facilities under Standard Industrial Classification (SIC) codes 3731 and 3732.
- Water transportation facilities under SIC code 44xx that have vessel maintenance shops (mechanical repairs, painting, fueling, and lubrication) and/or equipment-cleaning operations. Marinas identified under SIC code 4493, are included in this group. (Note that equipment-cleaning operations include areas where vessel and vehicle exterior washdown takes place.)

Marinas and boatyards that meet the criteria above and discharge stormwater to a surface water of the State or into a municipal separate storm sewer system (MS4) must obtain coverage under the NPDES Stormwater Program with either a Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity (MSGP) or in some cases, an individual permit.

*It is important to note that Florida's NPDES Stormwater Program is separate from the State's other stormwater/environmental resource permitting programs including Part IV, Chapter 373, F.S. and Chapter 62-25, F.A.C., as well as other local stormwater/water quality programs. For more information on Florida's NPDES Stormwater Program, visit <http://www.dep.state.fl.us/water/stormwater/npdes/index.htm> .

2. In accordance with 62-620.300, Florida Administrative Code (F.A.C.), no person shall discharge wastes to waters without a permit from the Department unless exempted by Department rule or statute. A permit may also be required for certain recycling systems. For more information on Florida's industrial wastewater program visit: <http://www.dep.state.fl.us/water/wastewater/iw/index.htm> .





BOAT CLEANING- EXOTIC PLANTS/SEALIFE

PROBLEM:

Exotic plants and animals may become attached to vessels and trailers and can be accidentally introduced into pristine waterways. Once introduced, exotics can be very invasive and difficult, if not impossible, to control. When exotic plants or animals spread, they contribute to the degradation of water quality and fish and wildlife habitat by outcompeting native species and by shading submerged vegetation. This adversely impacts water quality; recreational and commercial fishing; and presents navigational difficulties as waters can become choked with vegetation.

GOAL:

Minimize the introduction of exotic plants and animals, such as water hyacinth, hydrilla and zebra mussels from one waterway to another.

IDEAS FOR YOUR MARINA TO USE:

1 Educate the public with signs and pamphlets at all boat ramps and marinas where exotics are a potential problem. Post signs emphasizing the need to inspect vessels thoroughly and to remove exotics from hulls and trailers, particularly below the waterline.



2 Emphasize to boaters the need to thoroughly clean trailers and hulls, particularly that part below the waterline and to inspect it after cleaning to insure that no plants or animals are attached. When cleaning boats, exotic organisms on vessel hulls and engines should be removed, collected and discarded to upland disposal sites.



3 Have boaters check bilges, live wells and trailers at ramps to minimize spread of exotics to unaffected areas. Each of these should be empty or the water pumped out and treated for larvae/spore removal. Remove all plant fragments from trailers, props, bait wells, fishing tackle, dive gear, etc., for disposal in an upland facility or receptacle.

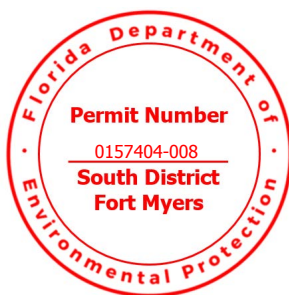


4 Have boaters flush raw water through cooling systems and clean sea strainers before launching boats trailered or motored from other states or nations.



NOTE
For further information on exotic species contact the DEP's Bureau of Aquatic Plant Management, (850) 487-2600.

5 For marinas located in waterways where exotic aquatic plants are present, mainly those in fresh water, provide facilities for complete rinsing of vessels, trailers, bait wells, etc. and for the proper disposal of collected exotic plants and animals.



REGULATORY REQUIREMENTS:

Importation, transportation or release of exotic plants and animals are prohibited or regulated by Section 369.25 (aquatic plants), Section 370.081 (saltwater animals) and Section 372.26 (imported fish)

EXHIBIT 4

SEVEN STEPS TO A SUCCESSFUL XERISCAPE



Seven Steps to a Successful XERISCAPE™

1 Design

There are two principle elements to a Xeriscape design: the site analysis and the planting plan.

- Group plants with similar water requirements.
- Increase shade areas to decrease the water needs of plants.
- Preserve areas of native vegetation.

2 Analyze the Soil

- Add organic matter to flower or vegetable gardens before planting to increase the water retention ability of the soil.

3 Plant Selection

- Select plants appropriate for the soil.
- Natural zone plants require only natural rainfall.
- Drought-tolerant zone plants require minimal irrigation.
- Oasis zone plants require frequent watering. Limit these areas as much as possible.

4 Use Turf Wisely

- Consolidate area or consider alternatives to ease maintenance and water requirements.

5 Irrigate Efficiently

- Set the time on each irrigation zone to correspond to the needs of the plants grouped within that zone.
- Check the system weekly to insure it is operating properly.

6 Mulches

- Use mulches for walkways as well as within the planting beds.
- Mulches reduce watering needs, weeds, erosion, etc.

7 Maintenance

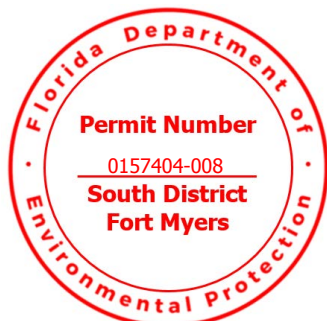
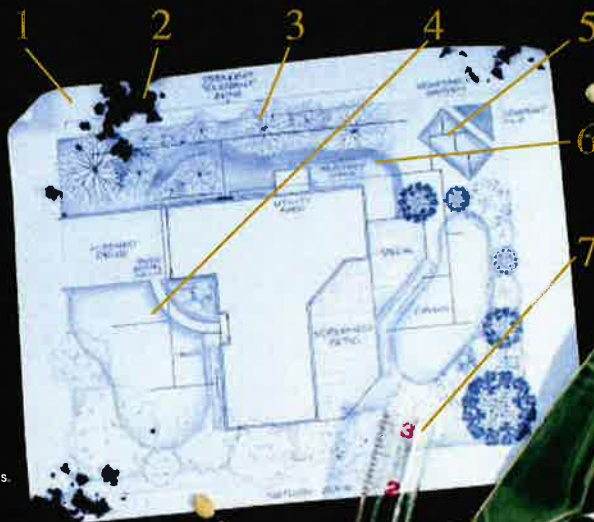
- Water and fertilize plants only as needed. Excessive amounts promote pest problems and increases pruning and mowing requirements.
- Raise lawn mower blade(s) to promote more extensive root growth.
- Prune shrubs to natural height and shape.



Southwest Florida
Water Management District

Request a free copy of *Waterwise Florida Landscapes* and learn more about landscaping to promote water conservation using the principles of Xeriscape.

For this and other water-related information, contact the Southwest Florida Water Management District at 1-800-423-1476 (Florida only), or visit our Web site at WaterMatters.org.





xer·i·scape™

\ˈzɪr-ə-skāp\ *n.* [Greek *xeros*, *dry*]:
water conservation through creative landscaping

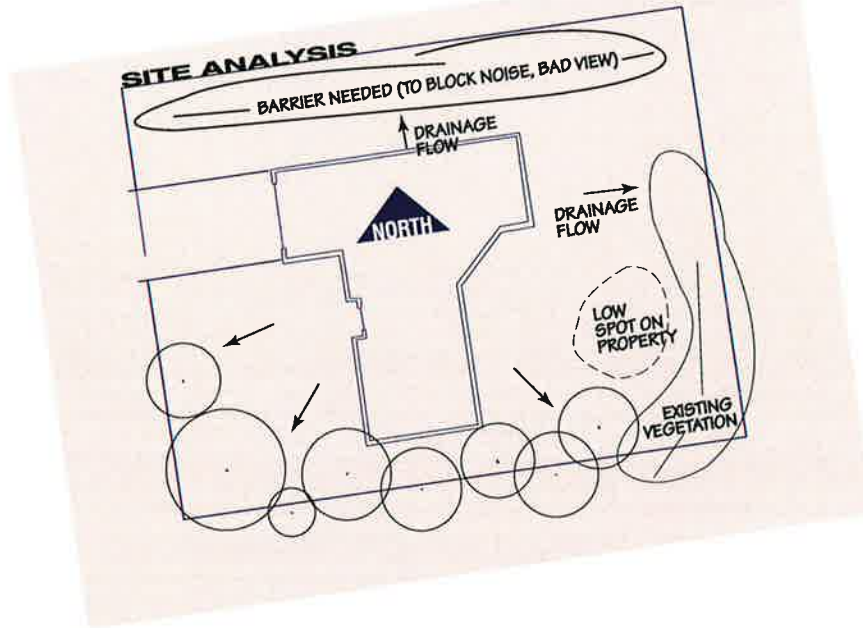
Preserving Florida's valuable fresh water resources through water conservation is becoming more and more important. Outdoor irrigation can account for 50 percent or more of the average homeowner's water use. A water-conserving Xeriscape will save money on water, energy, and maintenance bills and will help preserve the state's valuable fresh water resources.

Xeriscape originated in the arid western United States. Contrary to the image of rock and cactus gardens, Florida Xeriscape resembles lush traditional gardens. Through careful planning they use 30 to 80 percent less irrigation water.





Seven Steps *to a Successful* XERISCAPE™



1

DESIGN

Careful designing is crucial to the long-term enjoyment and success of a Xeriscape. A Xeriscape should be designed to complement your lifestyle and activities. A planned Xeriscape can be installed in phases, minimizing the initial investment.

There are two principle elements to a Xeriscape design: **the site analysis and the planting plan**. The site analysis shows existing conditions such as slope, drainage, north-south orientation and the location of existing native vegetation, thriving plants and permanent structures. The planting plan illustrates the placement of plant beds, grass, paths and driveways, and includes a list of new plants to be installed. Consider increasing shade areas to decrease water needs of plants.



2 ANALYZE THE SOIL

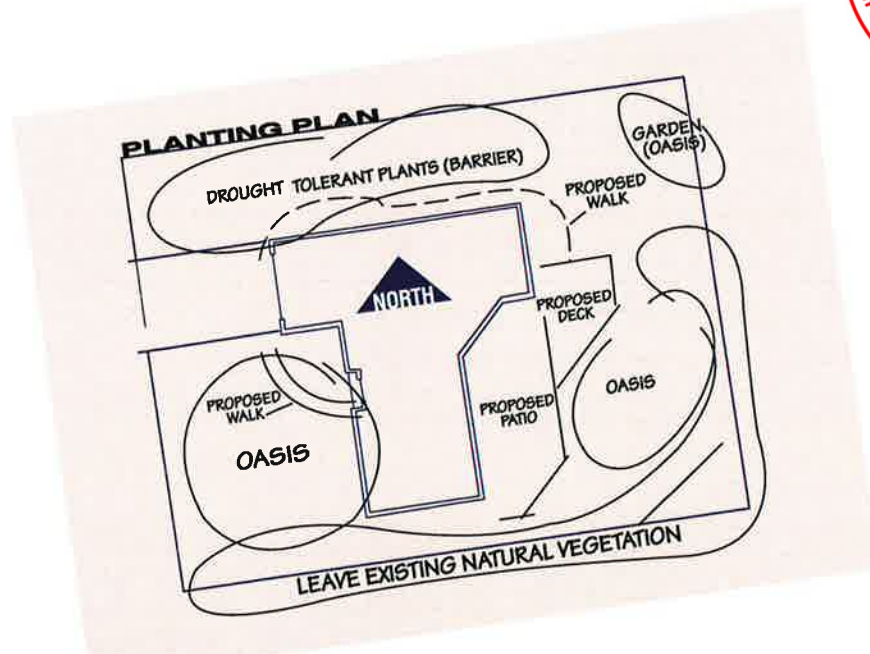
Florida soils are **mostly sand** with very little ability to absorb or hold water. Adding organic matter to the soil improves its water retention. However, due to Florida's high humidity and temperatures, organic matter breaks down rapidly, thus limiting the duration of effectiveness.

Flower and vegetable gardens which are continually replanted benefit from the repeated addition of organic matter, such as homemade compost, packaged peat-manure or topsoil. Planting native or adapted plants in the right soil may eliminate the need for soil improvements. Information about making improvements to your soil is available from your County Cooperative Extension Service Office.

3 PLANT SELECTION

Putting the right plant in the right spot is the key to a successful Xeriscape. Begin by selecting plants appropriate for the soil and other conditions in your yard. Next, cluster plants according to their sunlight and water needs. Plant lists from *Waterwise Florida Landscapes*, a publication available from Florida's five regional water management districts, can help you start your selection process. **Landscape "zones"**— areas with plants having similar irrigation and maintenance requirements — are determined by the planting plan and site analysis. The three zones are:

Natural Zones - Areas where plants survive on natural rainfall. Native plants have adapted to the wet and dry extremes of the Florida climate and many can thrive in full sun with no irrigation. Some cultivated plants have also adapted to these conditions. When planted in shade, many more cultivated plants will succeed. A few natives will do well in normally wet areas. Review your site analysis to identify plants that have adapted and will continue to do well.



Drought-tolerant Zones - Plants in these areas are native and cultivated species. They are able to survive extended periods without rainfall or supplemental irrigation. There will be brief periods when watering is necessary.

Oasis Zones - Oasis plants require frequent irrigation and should be grouped together. Grouping eliminates the need to water the entire landscape at their required rate. A typical oasis zone might be the entryway, the grass areas, or flower, fruit or vegetable gardens. Remember, these plants are normally placed in the full sun and if used under shade trees they may be drought tolerant.

4

USE TURF WISELY

Grass areas are part of an oasis zone. Grass tends to use **more water** and require **more maintenance** than any other part of the landscape. Therefore, grass should be limited to areas used for recreation and leisure as much as possible. Other grass sections should be minimized and shaped for maximum ease of mowing, edging and watering. Consider alternatives to grass such as attractive ground cover plantings, or decks, patios and walkways made of permeable materials.

5

IRRIGATE EFFICIENTLY

Grouping plants according to their water needs **maximizes irrigation efficiency**. Oasis zones are irrigated separately from drought-tolerant zones, and natural zones do not require irrigation. Select correct irrigation heads for the type of plants being watered. For example, a spray system works well for lawns, but drip, bubbler or microsprinkler systems are more appropriate for trees and shrubbery. These types of irrigation heads enable water to be applied only to the root system with minimal evaporation. Weekly inspection of the system is very important. Broken parts may need repairing and spray heads may need to be aligned to keep from watering pavement. Additional conservation tips are:

- *reduce irrigation during the rainy summer and dormant winter;*
- *use rain gauges and a rain shut-off device to avoid over-watering; and*
- *irrigate during early morning hours when evaporation is minimal.*

Note: Your county may have a landscape ordinance requiring specific irrigation requirements. Always be sure to follow local ordinance(s) and restrictions.



6

USE MULCHES

A 2 to 3 inch layer of mulch minimizes evaporation from the soil, reduces weeds, moderates soil temperature and slows erosion. Mulched beds are an attractive alternative to grass and help accent design features. Organic mulches include shredded or chipped bark, pine needles and oak leaves. Inorganic mulches, such as stone or gravel, can be used but only in small amounts. The weight of the stones and the heat they will hold may not benefit your plants. Place the mulch directly on the soil and leave a 1 to 2 inch space between the base of the plant and the mulch. This space prevents the stem from rotting. Information about selecting mulch and using it in your landscape is available from your County Cooperative Extension Service Office.

7

PRACTICE PROPER MAINTENANCE

Xeriscapes, by design, reduce the expense and time required for garden maintenance. **Proper maintenance will protect the beauty of the Xeriscape and enhance the water savings.** Two common maintenance mistakes are over-watering and over-fertilizing. Over-watering increases water bills, disease and insect control expenses, and plant replacement costs. Over-fertilizing promotes fast but weak growth which makes plants vulnerable to freezes and possible breakage in high winds. Excessive growth also increases the amount of water the plant needs. Two maintenance practices which reduce the amount of water needed are:

- *raise the lawn mower blade(s) to get a higher cut. This encourages grass roots to grow deeper, making the grass more drought-tolerant; and*
- *prune plants to the desired shape and remove diseased parts. This encourages healthy growth, prevents the plant from becoming overgrown, and keeps its water needs at a minimum.*

Information about landscape maintenance and other yard specifics is available from your County Cooperative Extension Service Office.

Coral Honeysuckle



Azalea



Gold Mound Lantana



DROUGHT TOLERANT PLANTS

			Full Sun ○	Partial Sun ◐	Shade ●
Trees	native	Pines	✓		
		Oaks	✓		
		Southern Red Cedar	✓		
		American Holly	✓	✓	
		Dahoon Holly	✓	✓	
		Yaupon Holly	✓	✓	✓
		Flowering Dogwood	✓	✓	✓
	cultivated	Weeping Elm	✓		
		Tangerine	✓		
Palms	native	Cabbage Palm	✓	✓	
		Paurotis Palm	✓	✓	
		Saw Palmetto	✓	✓	
		Needle Palm		✓	✓
	cultivated	Washington Palm	✓		
		Phoenix Palm	✓		
		Lady Palm		✓	✓
		Bamboo Palm	✓	✓	✓
Shrubs	native	Windmill Palm	✓	✓	
		Firebush	✓	✓	✓
		Simpson Stopper	✓	✓	
		Fetter Bush	✓	✓	
		Walter's Viburnum	✓	✓	
		Wax Myrtle	✓	✓	
	cultivated	Oleander	✓		
		Chinese Juniper	✓		
		Azalea hybrids		✓	
		Indian Hawthorn		✓	
		Cape Jasmine Gardenia	✓		
Ground Covers	native	Beach Sunflower	✓		
		Wild Petunia	✓		
		Muhly Grass		✓	
	cultivated	Purple Queen	✓	✓	
		Shore Junipers	✓		
		Gold Mound Lantana	✓		
		Cast Iron Plant		✓	✓
Vines	native	Yellow Jessamine	✓	✓	
		Coral Honeysuckle	✓	✓	
	cultivated	Mandevilla	✓		
		Confederate Jasmine	✓	✓	



For Additional Information

For other water resources information, including the *Waterwise Florida Landscapes* booklet, contact the Southwest Florida Water Management District at 1-800-423-1476, or visit our Web site at WaterMatters.org.

County Cooperative Extension Service Offices:

Charlotte County
6900 Florida St.
Punta Gorda, FL 33950-5799
(941) 639-6255

Citrus County
3600 S. Florida Ave.
Inverness, FL 34450-7369
(352) 726-2141

DeSoto County
P.O. Box 310
Arcadia, FL 34265-0310
(863) 993-4846

Hardee County
507 Civic Center Dr.
Wauchula, FL 33873-9460
(941) 773-2164

Hernando County
194960 Oliver St.
Brooksville, FL 34601
(352) 754-4433

Highlands County
4509 W. George Blvd.
Sebring, FL 33875
(863) 402-6540

Hillsborough County
5339 County Rd. 579
Seffner, FL 33584
(813) 744-5519

Lake County
30205 State Road 19
Tavares, FL 32778-4052
(352) 343-4101

Levy County
P.O. Box 219
Bronson, FL 32621-0219
(352) 486-5131

Manatee County
1303 17th St. W.
Palmetto, FL 34221
(941) 722-4524

Marion County
2232 N.E. Jacksonville Rd.
Ocala, FL 34470-3615
(352) 620-3440

Pasco County
36702 S.R. 52 W.
Dade City, FL 33525
(352) 521-4288

Pinellas County
12175 125th St. N.
Largo, FL 33774-3695
(727) 582-2100

Polk County
1702 Highway 17 S.
Bartow, FL 33831-9005
(863) 533-0765

Sarasota County
2900 Ringling Blvd.
Sarasota, FL 34237
(941) 316-1000

Sumter County
P.O. Box 218
67 County Road 538
Bushnell, FL 33513
(352) 793-2728



The District does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation under the ADA should contact the Communications and Community Affairs Department at (352) 796-7211 or 1-800-423-1476 (FL only); TDD: 1-800-231-6103 (FL only).

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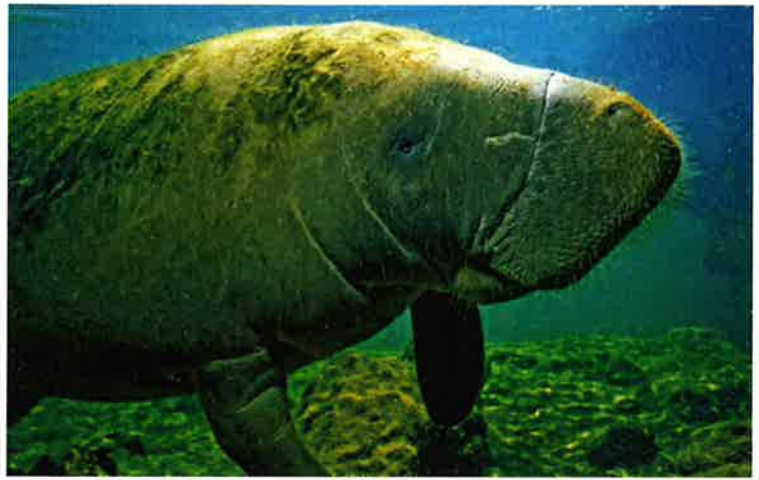


EXHIBIT 5

A BOATER'S GUIDE TO LIVING WITH MANATEES MANATEE SIGN BOATING REGULATORY ZONES

A boater's guide to living with

Florida Manatees



The Florida manatee is the state's official marine mammal.
Photo from FPL.



© Kit Curtin

About Manatees

The Florida manatee is a large aquatic mammal, with thick gray wrinkled skin often harboring a growth of algae or barnacles. The ancestors of manatees lived 45 million years ago and their fossils have been found in Florida. Nicknamed “sea cows” because of their grazing habits, manatees eat seagrasses and other aquatic plants.

Manatees are found in salt, brackish, and fresh water, including navigable canals. Manatees are often slow moving and spend much of their time eating and sleeping. On average they swim three to five miles an hour, but can swim 15 to 20 miles per hour for short distances.

Manatees cannot tolerate cold water temperatures for extended periods of time and often begin to seek warmer water when water temperatures drop below 68 degrees Fahrenheit. When exposed to those low temperatures, they can develop “cold-stress syndrome” that is evident from whitening of their face, flippers and tail edges and may lead to death. During winter months, manatees migrate to warmer waters found in natural springs or power plant discharge canals. The rest of the year, manatees are found throughout Florida, even getting through boat locks to move far upriver and into canal systems.

Manatees can live over 60 years. However, only about half of the wild manatees that reach adulthood will survive into their twenties.

Manatees reproduce at a low rate. Since a calf is dependent upon its mother for at least two years, manatees can only give birth to a calf every three years. It is because of this low rate of reproduction that high death rates slow the long-term recovery of the manatee population.



**Florida Fish and Wildlife
Conservation Commission**
MyFWC.com

Because they are mammals, manatees must breathe air. They typically surface to breathe every two to four minutes, but can stay submerged for 20 minutes or more when resting.



A manatee surfaces to breathe. Photo by Karen Parker.



Manatees nurse their young under their flippers.
© Patrick M. Rose, Save the Manatee Club.



Manatees are curious and often approach boats. © David Schrichte.



Scars from boat propellers mark this manatee's back.
Photo from USGS, SE Ecological Science Center, Sirenia Project.

Watercraft Collision

The largest cause of human-related manatee mortality in Florida is watercraft collision. Manatee deaths from watercraft are caused by propeller cuts, impact of the boat or a combination of both. However, these injuries are not always lethal. Most manatees have scars or a pattern of scars on their backs or tails after surviving collisions with boats.

How Boaters Can Help

- Have someone on your boat look out for manatees while you are underway. Give a manatee plenty of room—even if you only see one animal, it is likely traveling with other manatees (possibly even a calf) that you may not see.
- Look for a circular wave pattern left on the surface of the water by the manatee's tail as it swims underwater. These circles are known as “manatee footprints.”
- Try not to pass directly over manatees. Try not to separate mothers and calves.
- Wear polarized sunglasses, which reduce glare and help you see manatees under the water.
- Be aware that manatees in shallow areas will frequently move into the channels when they hear boats approach. Although this behavior provides deeper water for manatees, it may put them in the path of traveling boats.
- Do not provide food and water to manatees, as doing so teaches them to seek out human interaction and brings them into close contact with boats.





"Manatee footprints" are left by the manatee's tail.
Photo from Mote Marine Laboratory.



Look for manatee noses, backs, and tails. First photo © Kit Curtin.

Manatees may not always detect approaching boats and also may not be able to successfully evade or avoid a boat that is detected. Some circumstances, such as those listed below, can increase the chances of a manatee-boat collision:

- Manatee mothers with calves may not be able to move very quickly.
- When part of a mating herd, manatees are less likely to pay attention to surrounding boat traffic. There is no specific mating season or mating areas; if you see a large group of manatees, it is likely a mating herd.
- If there is a red tide outbreak in the area, manatees may become disoriented, move slower, and be unable to swim normally.
- Manatees experiencing cold stress syndrome may move slower or be unable to swim normally.
- If there are several watercraft in motion at the same time, manatees can become confused. While trying to avoid one boat, they can swim into the path of another.



Manatees average 10-12 feet long and typically weigh 1,200-1,800 pounds.



Keep unwanted plastics, monofilament line, rope, and other fishing gear out of the water by discarding them properly in trash or recycle bins provided at many marinas. These items frequently injure, entangle, and kill manatees.



A monofilament line recycle bin



A manatee is tangled in discarded rope.
Photo from USGS, SE Ecological Science Center, Sirenia Project.

You will not be cited if you accidentally collide with a manatee while obeying speed restrictions. Please report collisions with manatees, because early rescue efforts may save the manatee’s life. In many cases injuries do not kill manatees immediately.

Call the FWC Wildlife Alert Hotline at 1-888-404-FWCC (3922)
#FWC or *FWC on cell phone, or text Tip@MyFWC.com to report:

- Accidental boat strikes to manatees
- Injured, distressed or dead manatees
- Orphaned baby manatees
- Entangled or trapped manatees
- Harassment of manatees
- Manatees caught in fishing gear

If you see an entangled or distressed manatee, please do not try rescuing it by yourself. Biologists trained in disentanglement can do so without further injuring the animal. Call the Wildlife Alert Hotline, and a biologist will respond. If possible, please stay with the manatee until the biologist arrives so you can provide more information on the distressed manatee.



Floridians can purchase a specialty “Save the Manatee” license plate from the county tax collector’s office. Proceeds directly benefit manatee research and conservation.

Follow us on:



Florida Fish and Wildlife Conservation Commission
 620 South Meridian Street
 Tallahassee, Florida 32399-1600
www.MyFWC.com/Manatee



MANATEE ZONE

SLOW SPEED

MINIMUM WAKE





Boating Regulatory Zones

On Florida waterways there are signs restricting boat speed. Florida regulates boat speeds in certain areas either for protection of manatees or for boating safety purposes. It is important that boat operators look for signs, understand what they mean, and abide by the speed regulations. Here are the most common signs.

“Idle Speed, No Wake” Zone: A designated area where vessels must be operated at a speed no greater than that which is necessary to maintain steerage and headway. The vessel should not produce a wake at this speed.



“Slow Speed, Minimum Wake” Zone: Areas where vessels must be fully off plane and completely settled in the water. Any wake created by a vessel in one of these zones must be minimal (very small). If your vessel is traveling with the bow even slightly elevated while in one of these zones, it is not proceeding at “Slow Speed” as required by law.

Maximum 25 MPH, 30 MPH, and 35 MPH Speed Zones: Controlled areas within which a vessel must not exceed posted speed.



Vessel Exclusion Area: An area marked with a vertical diamond shape with a cross in the center that indicates all vessels or certain classes of vessels are excluded from the area.



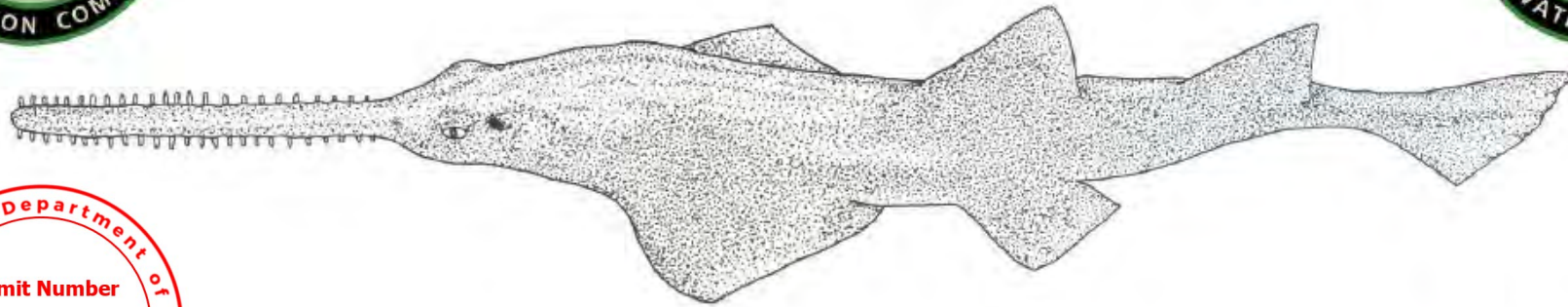
EXHIBIT 6

SMALLTOOTH SAWFISH SIGNS



Sawfish Hotline

1(844)4SAWFISH or 1(844)472-9347



Drawing by Sarah Erickson

HAVE YOU SEEN THIS FISH?

We would like information on your captures/observations of sawfish in Florida

- Please contact us as we continue our tagging program
- Email: **Sawfish@MyFWC.com**
- Website: <http://MyFWC.com/research/saltwater/fish/sawfish/>

Your information is vital to the study of this endangered species

Your help is greatly appreciated!

NOTICE TO RECREATIONAL AND COMMERCIAL FISHERS



Sawfish are listed as endangered under the Endangered Species Act, which makes it illegal to harm, harass, or handle them in any way. It is illegal to hook or net one, except with a permit or in a permitted fishery. Accidental captures do occur while fishing for other species; if a sawfish is hooked or netted it should be released immediately. Remove as much fishing gear as safely as possible. **DO NOT REMOVE THE SAW.**



Sawfish Safe Release Guidelines

If hooked:

- Keep sawfish in the water at all times.
- If it can be done safely, untangle the line if it is wrapped around the saw and remove as much of the line as possible.
- Cut the line as close to the hook as possible.
- Do not handle the animal or attempt to remove any hooks on the saw unless you have a long-handled de-hooker.

If tangled in a net:

- Make every effort to free the animal from the net with minimal additional stress or injury.
- Keep sawfish, especially the gills, in the water as much as possible.
- Try to remove all the netting and release the animal quickly.
- **DO NOT REMOVE THE SAW.**



WARNING: Sawfish are large powerful animals that can cause serious injury. For your safety, and the safety of the sawfish, use caution if you do hook or net one of these animals.

Reporting a Sawfish Encounter

The Florida Museum of Natural History, Mote Marine Laboratory, and FWC have established a sawfish tracking database to assist in sawfish conservation efforts. If you do accidentally encounter a sawfish, you can greatly help conservation efforts by providing the following information:

- Your name, phone number, and email address
- Date, time, and location of the encounter
- Number, size, and behavior of the sawfish during encounter
- Your activity at time of encounter
- Information on any tags, scars, or distinguishing marks

Please report this information to any of the below contacts:

George H. Burgess
Florida Museum of Natural History
Email: sawfish@flmnh.ufl.edu
Phone: (352) 392-2360

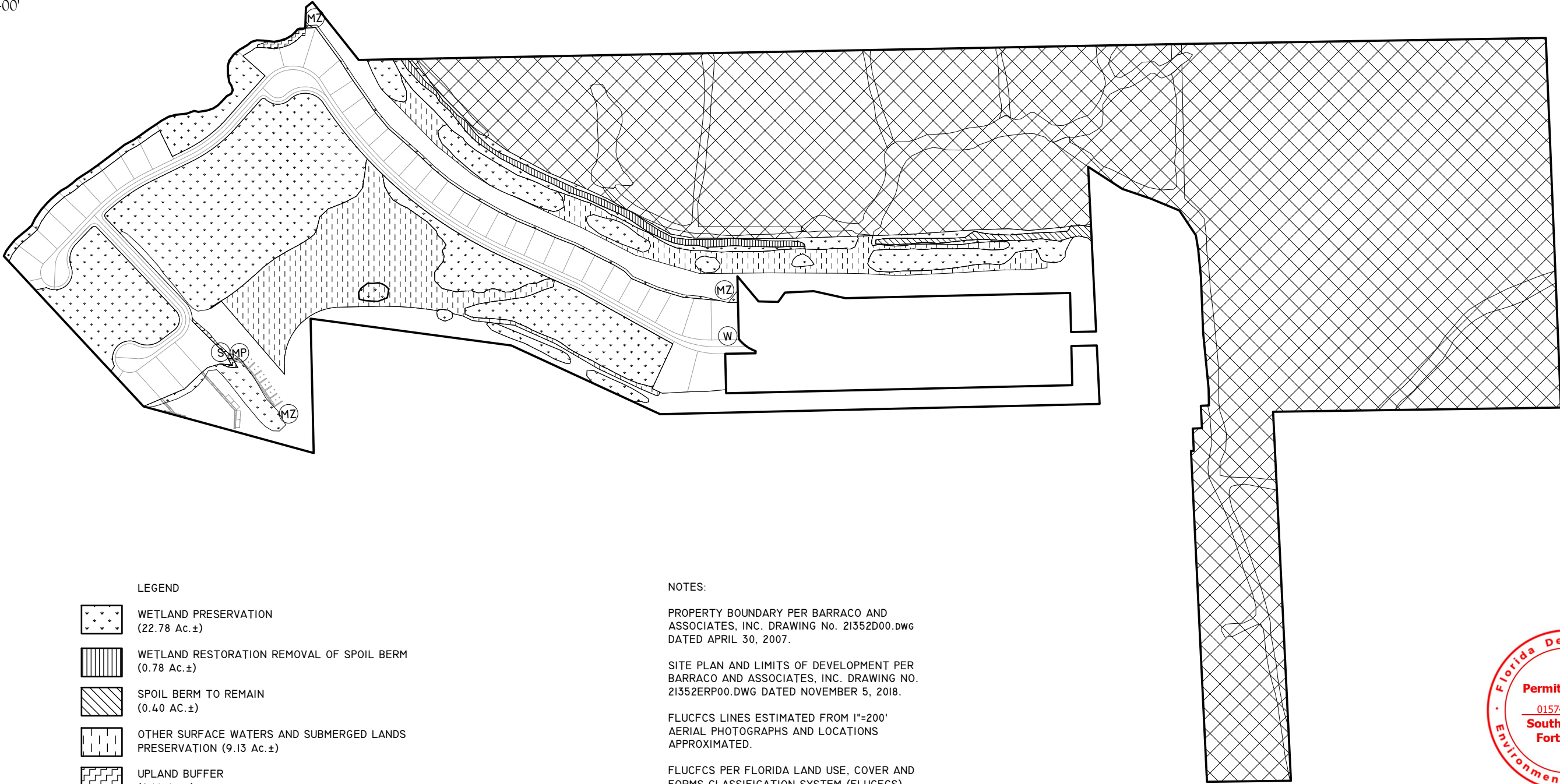
Colin Simpfendorfer
Mote Marine Laboratory
Email: sawfish@mote.org
Phone: (941) 388-4441

Gregg Poulakis
FL Fish and Wildlife Conservation Commission
Email: sawfish@myfwc.com
Phone: (941) 255-7403





SCALE: 1" = 400'



LEGEND

- WETLAND PRESERVATION
(22.78 Ac.±)
- WETLAND RESTORATION REMOVAL OF SPOIL BERM
(0.78 Ac.±)
- SPOIL BERM TO REMAIN
(0.40 Ac.±)
- OTHER SURFACE WATERS AND SUBMERGED LANDS
PRESERVATION (9.13 Ac.±)
- UPLAND BUFFER
(0.16 Ac.±)
- WETLANDS AND OTHER SURFACE WATERS PRESERVATION
FOR SETTLEMENT OF CONSENT FINAL JUDGEMENT (82.80 Ac.±)
- WATER RESTRICTIONS POSTING
- MANATEE SPEED ZONE SIGN
- MANATEE PROTECTION SIGN
- SPILL RESPONSE SIGN

NOTES:

PROPERTY BOUNDARY PER BARRACO AND ASSOCIATES, INC. DRAWING No. 21352D00.DWG DATED APRIL 30, 2007.

SITE PLAN AND LIMITS OF DEVELOPMENT PER BARRACO AND ASSOCIATES, INC. DRAWING NO. 21352ERP00.DWG DATED NOVEMBER 5, 2018.

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

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1985).

STATE WETLAND LINES SHOWN AS SURVEY LOCATED BY AGNOLI, BARBER, BRUNDAGE, INC.

STATE WETLAND LINES VERIFIED BY DAWN UNDERWOOD ON JULY 30, 1999.

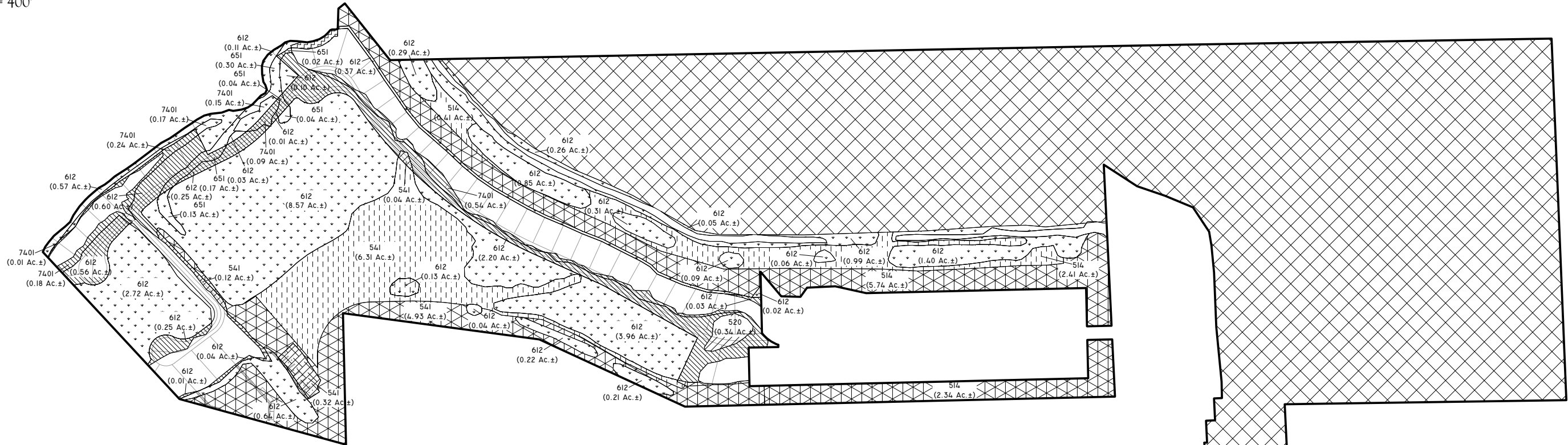


REVISIONS	DATE	DRAWN BY	DATE	13620 Metropolis Avenue Suite 200 Fort Myers, Florida 33912 Phone (239) 274-0067 Fax (239) 274-0069	 PASSARELLA & ASSOCIATES INC.	SIESTA V SITE PLAN AND SIGN LOCATION MAP	DRAWING No.
		J.I., D.B.	11/5/18				97MMP121
		DESIGNED BY	DATE				SHEET No.
		K.C.P.	11/5/18				1
		REVIEWED BY	DATE				
		K.C.P.	11/5/18				

J:\1997\197MMP121\YEAR 2018\DEP MODIFICATIONS\SHEET 1 SITE PLAN AND SIGN LOCATION MAP 110518.DWG TAB: SHEET 1 I117 Nov 06, 2018 - 9:02AM PLOTTED BY: DONB



SCALE: 1" = 400'



LEGEND

- STATE WETLAND PRESERVE AND ENHANCEMENT (22.78 Ac.±)
- STATE WETLAND IMPACTS (5.24 Ac.±)
- STATE OTHER SURFACE WATERS PRESERVE (9.13 Ac.±)
- STATE OTHER SURFACE WATERS NON-IMPACT (13.01 Ac.±)
- STATE OTHER SURFACE WATERS FILL IMPACTS (0.50 Ac.±)
- STATE OTHER SURFACE WATERS DREDGE IMPACTS (0.32 Ac.±)
- UPLAND BUFFER (0.16 Ac.±)
- WETLANDS AND OTHER SURFACE WATERS PRESERVATION FOR SETTLEMENT OF CONSENT FINAL JUDGEMENT (82.80 Ac.±)

FLUCFCS CODE	WETLAND PRESERVE	WETLAND IMPACT	OSW PRESERVE	OSW NON-IMPACT	OSW FILL IMPACT	OSW DREDGE IMPACT	TOTAL
514	-	-	2.82 Ac.±	8.08 Ac.±	-	-	10.90 Ac.±
520	-	-	-	-	0.34 Ac.±	-	0.34 Ac.±
541	-	-	6.31 Ac.±	4.93 Ac.±	0.16 Ac.±	0.32 Ac.±	11.72 Ac.±
612	21.99 Ac.±	3.95 Ac.±	-	-	-	-	25.94 Ac.±
651	0.47 Ac.±	0.23 Ac.±	-	-	-	-	0.70 Ac.±
7401	0.32 Ac.±	1.06 Ac.±	-	-	-	-	1.38 Ac.±
TOTAL	22.78 Ac.±	5.24 Ac.±	9.13 Ac.±	13.01 Ac.±	0.50 Ac.±	0.32 Ac.±	50.98 Ac.±

NOTES:

PROPERTY BOUNDARY PER BARRACO AND ASSOCIATES, INC. DRAWING No. 21352D00.DWG DATED APRIL 30, 2007.

SITE PLAN AND LIMITS OF DEVELOPMENT PER BARRACO AND ASSOCIATES, INC. DRAWING NO. 21352ERP00.DWG DATED NOVEMBER 5, 2018.

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

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STATE WETLAND LINES SHOWN AS SURVEY LOCATED BY AGNOLI, BARBER, BRUNDAGE, INC.

STATE WETLAND LINES VERIFIED BY DAWN UNDERWOOD ON JULY 30, 1999.



J:\1997\197MMP\121\YEAR 2018\DEP MODIFICATIONS\SHEET 5 WETLAND IMPACT MAP 110518.DWG TAB: SHEET 5 11/17/2018 9:03AM PLOTTED BY: DONB

REVISIONS	DATE	DRAWN BY	DATE	13620 Metropolis Avenue Suite 200 Fort Myers, Florida 33912 Phone (239) 274-0067 Fax (239) 274-0069		SIESTA V WETLAND IMPACT MAP	DRAWING No.
		J.I., D.B.	11/5/18				97MMP121
		DESIGNED BY	DATE				SHEET No.
		K.C.P.	11/5/18				5