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DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR MEADOWBROOK OF BONITA SPRINGS

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS is made by The Malpeli Family Limited Partnership, a Michigan limited partnership (hereinafter referred to as "Declarant") joined by Nova Capital, LP, a Delaware limited partnership qualified to transact business in the State of Florida as Mastercraft Homes, Ltd. (hereinafter referred to as "Mastercraft").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate, lying and being in Lee County, Florida, as more particularly described in Exhibit A which is attached hereto and made a part hereof, less and except certain portions thereof which Declarant has previously conveyed to Mastercraft; and

WHEREAS, Declarant is desirous of subjecting such real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property (and additional property at future dates) and each present and future owner, and each and all of which shall apply to and bind every present and future owner of said property (and additional property at future dates) and their heirs, legal representatives, successors and assigns; and

WHEREAS, a portion of the Lots as shown on the Plat are adjacent to the Upland Preserve/Buffer which is under a Conservation Easement described in the Plat, and Declarant desires to provide for the perpetual maintenance of all areas under the Conservation Easement.

WHEREAS, Mastercraft is desirous of joining in the execution of this Declaration for the limited purpose of subjecting those portions of the Property which it owns to the covenants, restrictions, easements, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant, joined by Mastercraft, hereby declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

RECORD VERIFIED - CHARLIE GREEN, CLERK BY: MARY JO ROBINSON, D.C.



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**ARTICLE I**

**DEFINITIONS**

Section 1. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as Exhibit B, and By-Laws for the Association be adopted substantially in the form attached hereto as Exhibit C.

Section 2. "Association" shall mean and refer to Meadowbrook of Bonita Springs Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association, including any recreational facilities for the common use and enjoyment of the Owners and shall specifically include, without limitation, the surface water management system and all Conservation Areas.

Section 5. "Conservation Areas" shall mean all areas under the Conservation Easement as described in the Plat including, without limitation, the Wetland Preserve and Upland Preserve/Buffer as shown on the Plat.

Section 6. "Declarant" shall mean and refer to The Malpeli Family Limited Partnership, a Michigan limited partnership, and his specific successors and assigns, as set forth in Article X hereof.

Section 7. "Director" shall mean any member of the Board of Directors of the Association, duly elected or appointed pursuant to Article IV of this Declaration.

Section 8. "Lot" shall mean a lot within the Property as shown on the plat of the subdivision upon which a Unit has been or is intended to be constructed.

Section 9. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Member" shall mean a person or entity holding a Membership Interest in the Association.



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Section 11. "Membership Interest" shall mean membership in the Association appurtenant to ownership of any Lot as more fully set forth in Article III hereof, together with all rights and obligations of membership as more fully described in this Declaration.

Section 12. "Owner" shall mean and refer to any Lot Owner.

Section 13. "Plat" shall mean the plat of Meadowbrook of Bonita Springs, as recorded in the Public Records, together with the plat of any Additional Property made subject to this Declaration pursuant to the provisions of Article XVI, Section 2.

Section 14. "Property" shall mean and refer to that certain real property described in Exhibit A which is attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15. "Public Records" shall mean the public records of Lee County, Florida.

Section 16. "Unit" shall mean any single family dwelling for which a certificate of occupancy has been issued, and shall include the Lot upon which said dwelling is located.

ARTICLE II

OWNER'S RIGHTS, APPURTENANCES, EASEMENTS AND OBLIGATIONS

Section 1. Membership.

There shall pass with each Lot as an appurtenance thereto membership in the Association.

Section 2. Owner's Easement of Use.

Every Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, after notice and opportunity to be heard as provided in this Declaration and in the Articles and By-Laws, (i) to suspend the rights of an Owner, an Owner's tenants, guests, or invitees, or both, to use the Common Area; and (ii) to levy reasonable fines against any Owner or any tenants, guests or invitees.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without



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consent of two-thirds (2/3rds) of the votes of all the Owners, and without prior written consent of Declarant so long as the Declarant holds any Membership Interest in the Association.

(c) Reasonable rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over, upon, across and below the surface of the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

Section 3. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws of the Association (but subject to Rules and Regulations adopted from time to time by the Association), his or her right of enjoyment to the Common Area and any facilities thereon to the members of his or her family, guests, invitees, licensees, tenants, officers (if applicable), and contract purchasers who reside in the Unit, but no Owner may transfer such rights separate and apart from his or her Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every Owner of a Lot shall have a Membership Interest in the Association. Membership Interests shall be appurtenant to and may not be separated from ownership of any Lot. By acceptance of a deed or other instrument evidencing his or its ownership interest, each Owner accepts his Membership Interest 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, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family members, guests, invitees, tenants, employees, and independent contractors (including family members, guests and invitees of tenants) of said Owners shall, while in or on the Property, abide and be bound by this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association, including, but not limited to, rules and regulations regarding use of the recreational facilities.

Section 2. Designation of Membership Interests.

There shall be one Membership Interest in the Association appurtenant to each Lot. Initially, Declarant shall be entitled to all Membership Interests in the Association, except that Mastercraft shall be entitled to those Membership Interests attributable to Lots owned by Mastercraft. The Membership Interest appurtenant to each Lot shall automatically pass upon each sale, conveyance or transfer of said Lot.



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Section 3. Voting Rights.

The Association shall have two (2) classes of membership:

Class A. Class A members shall be all Owners of Lots (except the Declarant) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall have a Membership Interest in the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Mastercraft shall be a Class A member, entitled to one (1) Membership Interest for each Lot now owned or hereafter acquired by Mastercraft.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to one (1) vote for each Membership Interest held by it in the Association; provided, however, that until three (3) months after ninety percent (90%) of the Lots have been conveyed to Owners other than Declarant, Declarant shall at all times be entitled to no less than the number of votes equal to the maximum number of votes for all other classes plus one, so that the Declarant shall at all referenced times have a majority of votes.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Election of Directors.

(a) The affairs of the Association shall be managed by a Board of at least three (3) Directors. Initially, the Declarant shall have the right to appoint all of the Directors until such time as Class A Members hold fifty percent (50%) or more of the Membership Interests, at which time the Class A Members shall be entitled to elect one (1) Director and Declarant shall be entitled to appoint two (2) Directors.

(b) Within sixty (60) days after the Class A Members are entitled to elect a Director, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of, a meeting of the Class A Members for this purpose. Such meeting may be called and a notice given by any Class A Member if the Association fails to do so.

(c) The Declarant shall be entitled to appoint two (2) Directors until three (3) months after ninety percent (90%) of the Lots have been conveyed to Owners other than Declarant.

(d) The Declarant shall be entitled to appoint one (1) Director as long as Declarant is the holder of at least five percent (5%) or more of the Membership Interests in the Association, after which time all Directors shall be selected by the Class A Members.



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(e) Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed and substituted by Declarant, at its sole option and discretion.

(f) At such time as the Class A Members of the Association are permitted to elect Directors, any Director elected by the Class A Members, may be removed from the Board with or without cause, by a two-thirds (2/3) vote of the Class A Members of the Association entitled to vote. In the event of death, resignation or removal of a Director elected by the Class A Members, his successor shall be selected by the remaining Directors and shall serve the unexpired term of his predecessor.

Section 2. Construction.

The voting provisions of this Article IV shall control over the voting provisions of Article III of this Declaration.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Purpose of Assessments.

The Association, through the Board of Directors shall, from time to time, levy assessments, both annual and special, against the Lots, to offset the Association's expenditures for promoting the recreation, health, safety, and welfare of the Owners; for the maintenance, repair, landscaping, replacement and reconstruction of the Common Areas, including any improvements constructed thereon and specifically including without limitation the surface water management system and perpetual maintenance of all Conservation Areas; for the payment of any real property or other taxes levied against the Common Area; and for such other activities or expenditures as the Association is required or permitted to undertake pursuant to this Declaration. The Association shall have the authority to contract for the purchase of bulk rate cable and other telecommunications services on behalf of the Members of the Association, the cost of which shall be a common expense of the Association.

Section 2. Payment of Assessments.

The Declarant, joined by Mastercraft, hereby covenants, creates and establishes, and each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the Owners of each Lot.



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(b) Any special assessments for capital improvements, emergencies, or nonrecurring expenses; such assessments shall be in equal amounts against the Owners of each Lot.

(c) Assessments of any kind for the creation of reasonable reserves for the periodic maintenance, repair and replacement of improvements to the Common Area including perpetual maintenance of all Conservation Areas. Such assessments shall be in equal amounts against the Owners of each Lot.

(d) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs against any Owner.

Section 3. Commencement of Assessments.

(a) Assessments for each Lot shall commence on the first day of the month following the conveyance of title thereto by the Declarant or by Mastercraft.

(b) Declarant shall be excused from payment of its share of the operating expenses and assessments for Lots owned by Declarant for the period of time (the "Guaranty Period") beginning with the recording of this Declaration and ending on the earlier of the following: (i) one (1) year after the date of the first conveyance of a Lot to an Owner other than Declarant; or (ii) the first date on which Declarant's appointees are no longer a majority of the Board of Directors of the Association. During this Guaranty Period, Declarant shall be obligated to pay any operating expenses incurred by the Association which exceed the assessments receivable from Members other than Declarant and the other income of the Association ("Declarant's Guaranty Obligation"). Declarant may, at Declarant's option, extend the Guaranty Period for additional periods of six (6) months each, but not beyond the first date that Declarant's appointees are no longer a majority of the Board of Directors of the Association, by giving written notice to the Association, in which case Declarant's Guaranty Obligation shall be correspondingly extended for the same time period. At the expiration of the Guaranty Period, Declarant's Guaranty Obligation shall expire.

Section 4. Creation of the Lien and Liability of the Owner.

The Declarant and Mastercraft, for each Lot within the Property, hereby covenant, and each Owner by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 of this Article V, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. The lien shall be effective from and after recording a Claim of Lien in the Public Records, stating the description of the Lot, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or legal entity who was the Owner at the time when the



assessment came due, as well as his or her heirs, legal representatives, successors and assigns. No Owner may exempt himself or herself or his or her Lot from personal liability for assessments duly levied by the Association, or release the Lot from the liens and charges hereof by waiver of the use and enjoyment of the Common Areas or the facilities thereon, or by abandonment of his or her Lot.

**Section 5. Establishment of Assessments.**

The Board of Directors of the Association shall approve and establish all assessments which shall be payable by the Owners in accordance with the following procedures:

(a) Annual assessments shall be established after the adoption of an operating budget for each fiscal year by the Board of Directors, and written notice of the amount thereof shall be given to each Owner not less than thirty (30) days prior to the commencement of such fiscal year. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be in one annual installment until otherwise directed. Annual assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements in the Common Areas.

(b) Special assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Owners for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected Member at such time or times as shall be established by Board of Directors resolution, rule or regulation.

(d) The Association shall prepare a roster of the Owners and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon request, furnish any Owner a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(e) Declarant may establish a working capital fund for the initial months of operation of the Association, which shall be paid to the Association by each purchaser at the time of conveyance of each Lot by the Declarant or Mastercraft to such purchaser, in an amount equal to Fifty and No/100 Dollars (\$50.00) per Lot. Each Owner's share of the working capital fund





shall be collected and transferred to the Association at the time of closing of the sale of each Lot. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet any legitimate Association expense, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the working capital fund at closing are not to be considered advance payment of regular assessments or as a reserve fund pursuant to Section 1 of this Article V, and are not refundable or transferable. Declarant shall be entitled to reimbursement by the Association from such working capital contributions for utility deposits, insurance premiums and other sums advanced by Declarant on behalf of the Association.

**Section 6. Effect of Nonpayment of Assessments; Remedies of the Association.**

If any assessment is not paid within ten (10) days of the due date, interest shall be paid on the outstanding balance at the lower of eighteen percent (18%) per annum or the highest rate permitted by law. Such interest shall be compensation to the Association as liquidated damages for administrative expenses with respect to such collection and shall not be imposed as a penalty. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot against which the assessment was levied. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same.

**Section 7. Subordination of the Lien of Mortgages.**

As hereinabove provided in Section 2 of this Article V, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Lot, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Lot being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Lot; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage or deed in lieu of foreclosure, the acquirer of title or his or her successors and assigns, shall not be liable for assessments pertaining to the Lot or chargeable to the former Owner which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Owners (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Lot of liability for, nor the Lot from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.



## ARTICLE VI

## MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Maintenance of Common Area.

Maintenance of the Common Area shall be the responsibility of the Association. In the event any portion of the Common Area, including the Conservation Areas, the Lake Area and the Open Space Areas are conveyed, provision will be made guaranteeing maintenance and protection of the Conservation Areas, the Lake Area and the Open Space Areas. The Association's responsibility hereunder shall include the repair and maintenance of any landscaping, trees, shrubs, grass, sprinkler heads, walks, drives, parking areas and other improvements situated within the Common Area, and shall specifically include, without limitation, the responsibility to operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District, including the maintenance and monitoring of the Conservation Areas as set forth on Exhibit "D" hereto. Upon dissolution of the Association, the responsibility to operate and maintain the surface water management system shall be transferred to an appropriate agency of local government or to a similar not for profit association or corporate entity.

Section 2. Maintenance of Signage and Other Areas.

Without limitation of the foregoing, the Association shall also be responsible for maintaining the following areas: any signage relating to the identification of the Property, directional signage, and any directories and traffic signage; any signage required by the South Florida Water Management District stormwater management permit; landscaping, if any, within areas designated as drainage easements; and landscaping within and adjacent to the entrance way to the Property. In addition, the Association may, with the approval of its Board of Directors, maintain or contribute to the maintenance of off-site landscaping or other improvements, if determined by the Board to be in the best interest of the Association.

Section 3. Permits, Licenses and Easements.

Subject to the provisions of Article IX, Section 2, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Common Area, as so determined by the Board of Directors of the Association.

Section 4. Delegation.

Notwithstanding the above, the Association may contract with one or more independent contractors for the performance of any or all of the maintenance responsibilities described herein.



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ARTICLE VII

MAINTENANCE OBLIGATION OF OWNERS

Section 1. Maintenance of Lots and Units.

Every Owner must keep and maintain his Lot and Unit, including, but not limited to, the dwelling(s) and all other improvements thereon, its improvements and appurtenances, at his expense, in good order, condition and repair.

Section 2. Prohibition.

Each and every Owner is strictly prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board of Directors. Without limitation of the foregoing, each and every Owner is strictly prohibited from altering the Conservation Areas, in any way, shape or form, from their natural/permitted condition with the exception of exotic or nuisance vegetation removal or restoration in accordance with the restoration plan included in the Conservation Easement.

ARTICLE VIII

CONSERVATION AREAS, LAKE AREA AND OPEN SPACE AREAS

Section 1. Association Responsibilities.

The Association shall be responsible for the maintenance and preservation of the areas designated on the Plat as the Conservation Areas and the Lake Area.

Section 2. Open Space Areas, Conservation Areas and Lake Area.

Notwithstanding anything to the contrary contained in this Declaration, no structure shall be commenced, erected or maintained upon any part of the Property designated either on the Plat or by the Association as an Open Space Area, Conservation Area, Lake Area, drainage easement or area (collectively referred to as "Open Space Areas"). Such Open Space Areas shall not be developed and may be used solely for drainage, signage and for landscaping purposes, as determined by the Association, which do not impede the flow of water.

Section 3. Conservation Areas.

Without limitation of the foregoing provisions, activities prohibited within the Conservation Areas include, but are not limited to, construction or placement of buildings on or above the ground, dumping or placing soil or other substances such as trash; removal or



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destruction of trees, shrubs or other vegetation, with the exception of exotic or nuisance vegetation removal; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

Section 4. Fill and Grade.

No fill shall be removed from any Lot nor shall the Owner of any Lot do anything to change or interfere with the drainage of stormwater. No change shall be made with respect to the original grade and contour of swales unless first approved in writing by the Association.

ARTICLE IX

EASEMENTS

Section 1. Easements Generally.

(a) Easements are reserved throughout the Property as may be required for irrigation lines and to provide utility services (which shall include, but not be limited to, electricity, water, sewer, cable television and security systems), to adequately serve the Property, provided, however, that such easements through a Lot shall not interfere with the use thereof or construction of a dwelling thereon, unless otherwise approved in writing by the Owner thereof.

(b) Easements are created throughout the Property as may be necessary from time to time for the maintenance, repair or reconstruction of the Property, including the protection and maintenance of the Conservation Areas. Without limitation of the foregoing, the Association is hereby granted an easement upon all such portions of the Property as may be necessary for such purposes provided, however, that such easements through a Lot shall not interfere with the use thereof or construction of a dwelling thereon, unless otherwise approved in writing by the Owner thereof.

(c) A nonexclusive easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Area, and for vehicular traffic over, through and across such portions of the Common Area as may from time to time be paved and intended for such purposes, but the same shall neither give nor create in any person the right to park upon any portions of the Common Area except those areas, if any, specifically designated for such purpose. The parking areas, private roads and other Common Areas contained within the Property shall be used in common or exclusively by

Owners, their family members, guests and lessees, but only for the purposes for which same are intended and as and to the extent provided in this Declaration.



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(d) It is the intention of this Article IX to create perpetual easements over and across the above-described areas to facilitate the flow of pedestrian and vehicular traffic on the Property, to provide reasonable access to Units and Lots and to the public ways and to provide adequate utilities to serve the Property.

Section 2. Easement for Encroachments.

(a) The Declarant and Mastercraft hereby specifically create and reserve unto themselves and their successors and assigns a nonexclusive, perpetual easement for any minor encroachment on a Lot of a wall or fence constructed on the Lot line of an adjacent Lot. This easement shall be a continuous easement and shall cover similar future encroachments which may occur in connection with the changing of various elevation features or the replacement of existing features.

(b) If (i) any portion of the Common Area or improvements thereon encroaches upon any other portion of the Property; or (ii) any other portion of the Property, or improvements thereon, encroaches upon the Common Area; or (iii) any encroachment shall hereafter occur pertaining to the Property as the result of (1) settling or shifting of a Unit or other improvement; (2) any repair to the Common Area or any other portion of the Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same as long as such structure shall exist.

(c) If and whenever any structure included in the Common Area adjoins any structure on any portion of the Property, each said structure shall have and be subject to an easement of support as necessary in favor of the other structure.

ARTICLE X

RIGHTS OF DECLARANT; EASEMENTS

Section 1. Sales Office.

For so long as the Declarant or Mastercraft own any property affected by this Declaration, the Declarant and Mastercraft shall have the right to transact any business necessary to consummate sales of any Units or Lots within the Property or other properties owned by them, including, but not limited to, the right to (1) maintain model dwellings, (2) have signs on any portion of the Property, (3) have employees in the offices, (4) use the Common Area, (5) provide parking for its employees and prospective purchasers, and (6) show dwellings constructed upon Lots owned by Declarant or Mastercraft. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant or Mastercraft, as applicable.



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**Section 2. Easements.**

So long as Declarant holds any Membership Interests in the Association, Declarant reserves the exclusive right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable TV and/or CATV service and other similar purposes over, upon, across and below the surface of the Property so long as any said easements do not run over, upon, across or below that portion of a Lot on which a dwelling is to be or has been constructed unless approved in writing by the Owner thereof or interfere with the intended uses of any portion of the Property.

**Section 3. Service Easement.**

Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant to service the Property, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Area for the purposes of performing their authorized services and investigation.

**Section 4. Declarant Easements.**

The Declarant and Mastercraft hereby reserve to themselves, their successors and assigns, and to such other persons as Declarant or Mastercraft may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of the Property by the Owners. Nothing herein shall be construed to authorize the Declarant, Mastercraft or any person designated by the Declarant or Mastercraft to enter any dwelling comprising a Unit without the permission of the Unit Owner.

**Section 5. Assignment of Powers.**

All or any part of the rights and powers and reservations of the Declarant and Mastercraft contained in this Declaration may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

**ARTICLE XI**

**PROHIBITED USES**

**Section 1.** No temporary or permanent buildings, structures or other improvements shall be constructed, erected or maintained upon any Lot, nor shall the exterior appearance of any Unit be altered, without the prior approval of the Architectural Control Committee, including



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screened enclosures, patios, concrete slabs, fences, walls, tents, utility or storage sheds. The foregoing prior approval is also intended to specifically apply to the painting of a Unit (other than its original colors), and it is specifically intended that the Architectural Control Committee shall be empowered to approve or disapprove of the colors of the exteriors of all Units and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

Section 2. No unit garages shall be enclosed or converted into living or habitable area. Unit garage doors shall be required to remain in place at all times, and no construction or conversion shall change the exterior of any garage so as to interfere with the use of it as a storage for vehicles. Garage doors shall be closed at all times except to permit ingress and egress of vehicles.

Section 3. No horses, hogs, pigs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles shall be kept, raised or maintained; provided, however, that dogs, cats, birds, and other household pets may be kept in reasonable numbers in a Unit if their presence causes no disturbance to others. All pets shall be kept on a leash when not within the Owner's Unit.

Section 4. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any portion of the Property.

Section 5. Trucks, boats, trailers, recreation vehicles, motor homes, motorcycles, golf carts or any other transportable personal property shall not be parked or stored on any Lot, except in a closed garage. All automobiles and any other vehicles must be fully operational. No repairs (except minor emergencies) shall be made on any portion of the Property.

Section 6. No trade, business or any commercial use shall be conducted in or from any Unit.

Section 7. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in a first class condition.

Section 8. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Empty garbage cans and trash containers shall not be allowed to remain at curbside overnight.

Section 9. No nuisance or any use or practice that is a source of annoyance to other Owners, or interferes with the peaceful possession and proper use of the Units by the residents thereof shall be allowed upon any Unit.



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Section 10. No improper, offensive or unlawful use shall be made of any Lot or Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 11. No person shall use any Lot or Unit or any part thereof in any manner contrary to this Declaration.

Section 12. No Owner, including their guests, employees, tenants and agents, shall interfere with the completion and sale of the Lots or Units.

Section 13. No barbecue grills or other outdoor cooking equipment, bicycles, toys or other personal property may be kept or stored outside of a screened or fenced enclosure so as to be visible from the street.

Section 14. No individual water well, water supply system or sewer system shall be permitted on any Lot.

Section 15. Each Owner shall exercise extreme care to regulate the use and occupancy of his Unit so as not to disturb other persons occupying Units within the Property and to minimize noises including but not limited to noises from the use of musical instruments, radios, televisions sets, stereo equipment, amplifiers or other loudspeaker devices.

Section 16. No Owner shall store, keep or dispose of any inflammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances (except those sold and required for normal household use) in any Unit or storage area or elsewhere on the Property.

Section 17. No Owner shall install or maintain any aluminum foil or other reflective substance on any window or glass door, except such as is approved by the Architectural Control Committee or the Board of Directors for energy conservation purposes.

Section 18. No Lot shall be partitioned or subdivided, except by the Declarant who shall, by an instrument recorded in the public records prior to or contemporaneously with the conveyance by Declarant of less than all of a Lot, apportion the Membership Interest, including voting rights and assessment responsibilities, between the respective portions of the subdivided Lot on such basis as the Declarant shall determine to be fair and equitable; provided that the sum of the parts shall at all times equal one. Each portion of any Lot which has been subdivided by Declarant shall be sold, transferred or otherwise conveyed only as an appurtenance to an adjoining Lot. Further that portion of the Membership Interest relating to each portion of the subdivided Lot shall convert to a fractional Class A Membership Interest at such time as the Membership Interest relating to the adjoining Lot to which the respective portion is appurtenant converts to a Class A Membership and shall thereafter be responsible for the full assessment due as though a Unit had been constructed thereon, prorated only to reflect its proportionate Membership Interest.





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Section 19. The above restrictions set forth in this Article XI shall not apply to Declarant or Mastercraft or to their respective agents, employees, successors or assigns so long as they hold any Membership Interests in the Association.

ARTICLE XII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. The Board of Directors shall appoint an Architectural Control Committee of not less than three (3) nor more than five (5) Members. Members of the Architectural Control Committee may be members of the Board of Directors. The Architectural Control Committee shall be charged with the responsibility of reviewing all plans for the construction or alteration of any Unit. All decisions of the Architectural Control Committee shall be in writing and shall be based on conformity with this Declaration and with compatibility of the proposed improvements with the then existing structures within the community. Decisions of the Architectural Control Committee may be overruled by a two-thirds (2/3) vote of the Board of Directors.

Section 2. Any member of the Architectural Control Committee may at any reasonable time, with reasonable advance notice, enter upon any Lot for the purpose of inspecting any building or property subject to the jurisdiction of the Architectural Control Committee. Any alleged violation of the architectural restrictions contained herein shall be submitted to the Covenants Enforcement Committee.

Section 3. In the event any Unit or other improvement on a Lot is damaged or destroyed, in whole or in part, the Owner of such property shall promptly take action deemed necessary by the Architectural Control Committee to correct any unsightly or dangerous condition resulting from such damage or destruction. The Owner shall have the right to rebuild or repair any damage in accordance with the original plans and specifications for the Unit and in accordance with any prior approvals of the Architectural Control Committee for such Unit. Any deviations therefrom shall require the approval of the Architectural Control Committee.

Section 4. The approval of the Architectural Control Committee of any proposals or plans for any work done or proposed shall not be deemed to be an approval of any similar plans by any Owner or constitute a waiver of any right to review or withhold approval as to any similar proposals subsequently submitted for approval by any Owner.

Section 5. This Article shall not be deemed to excuse any Owner from compliance with all local building and construction codes, ordinances and regulations, and all improvements shall be constructed with proper building permits and in conformity with all applicable local codes, ordinances and regulations.



Section 6. The Declarant and Mastercraft, and any Lot now or hereafter owned by Declarant or Mastercraft, or on which Declarant or Mastercraft is constructing a Unit for any Member of the Association, and any improvements made by Declarant or Mastercraft, shall be exempt from the requirement for approval by the Architectural Control Committee. Further, Declarant reserves the right to grant exemptions, from time to time, from the provisions of this Article to any builder who is constructing a Unit for any Member of the Association on a Lot acquired from the Declarant.

Section 7. The provisions of this Article may not be amended without the concurrence of the Declarant and Mastercraft so long as the Declarant or Mastercraft hold any Membership Interest in the Association.

### ARTICLE XIII

#### ENFORCEMENT OF PROVISIONS

Section 1. In the event of a violation (other than the nonpayment of an assessment) by an Owner of any of the provisions of this Declaration, the Articles or the By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess reasonable fines against an Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Association shall have a lien against each Lot and Unit for the purpose of enforcing and collecting such fines.

Section 2. The Board of Directors shall appoint a Covenants Enforcement Committee (the "Committee") of not less than three (3) nor more than five (5) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The Committee shall be charged with determining whether any of the provisions of this Declaration, the Articles and By-Laws, and the Rules and Regulations of the Association are being or have been violated.

Section 3. If the Board of Directors determines that there is probable cause of the existence of such a violation, the Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner. The notice of violation shall state: (1) the specific nature of the alleged violation; (2) that the owner may request the opportunity for a hearing before the Committee upon a request therefor made within fourteen (14) days after the sending of the notice; (3) that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offence, subject to a separate fine not to exceed Fifty Dollars (\$50.00) for each offense; and (4) that the Owner must request a hearing before the Committee or respond to the notice of violation within fourteen (14) days after mailing of the notice of violation.



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Section 4. If a hearing is timely requested, the Committee shall hold same, and shall hear any defense to the charges of violation, including any witnesses that the alleged violator, the Owner, the Board of Directors or the Committee may produce. Any party at the hearing may be represented by counsel.

Section 5. Subsequent to any hearing, the Committee shall determine whether there is sufficient evidence of the alleged violation. If the Committee so determines, it shall so advise the Board of Directors, which may then levy a fine for each violation in an amount not to exceed Fifty Dollars (\$50.00) or take other action as provided in this Declaration. If no hearing is timely requested, the Board of Directors may then levy a fine for each violation with the limit stated above or take other action as provided in this Declaration.

Section 6. A fine pursuant to this section shall be assessed against the Lot or Unit which the violator occupied at the time of the violation, and shall be collectible in the same manner as any other assessment, including by means of the Association's lien rights as provided in the Declaration.

Section 7. Any fines which are not paid when due, as determined by the Board, shall be delinquent, and the Board may assess reasonable late fees, interest at the highest rate permitted by law and reasonable administrative costs and attorneys' fees and costs incurred by the Association in connection with collection and/or appeal, if any, all of which shall be added to the amount of such fine.

Section 8. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of this Declaration, Articles of Incorporation, the By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

Section 9. Failure to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

Section 10. The provisions of this Article shall not apply to the imposition of suspensions or fines upon any Owner because of the failure of such Owner to pay assessments or other charges when due. Such suspensions or fines are governed by Article V of this Declaration.



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**ARTICLE XIV**

**INFORMATION TO LENDERS AND OWNERS**

**Section 1. Persons Entitled.**

The Association shall make available to all Members, and to lenders, and to holders, insurers, or guarantors of any mortgage on any Lot, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning the Property and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

**Section 2. Notices Provided.**

Upon written request to the Association by a holder, insurer or guarantor of any mortgage of a Lot ("Lender"), which written notice shall identify the name and address of the Lender, the Lot number and address thereof, the Lender will be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects either a material portion of the Property, or the Lot or Unit securing its mortgage;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot or Unit subject to a mortgage held by the lender, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

**ARTICLE XV**

**INSURANCE**

**Section 1. Owners.**

It shall be each Owner's responsibility, and shall in no event be deemed an obligation of the Association, to purchase and maintain policies of fire and other hazard coverage insurance on his Unit and all other insurable improvements situated upon his Lot, as well as all personal



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property, in an amount equal to the full replacement cost thereof, or such other amount as determined by Owner, and such policies of liability insurance for accident or injury occurring on or about his Lot as he may deem appropriate.

Section 2. Association.

The Association shall purchase and maintain a policy of property insurance covering any improvements upon the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) any fixtures and building service equipment and common personal property and supplies, flood insurance (if the Property is located in a flood hazard area, liability insurance, fidelity bonds, and such other insurance as the Board of Directors deems necessary and reasonable. The amount of any such insurance coverage, limits of liability, deductible amount and other terms and conditions of any such insurance shall be determined by the Board of Directors.

ARTICLE XVI  
AMENDMENTS

Section 1. Generally.

Except as may otherwise be indicated elsewhere herein, this Declaration may be amended at any time and from time to time upon the execution and recordation in the Public Records of an instrument executed by persons holding at least two-thirds (2/3) of the Membership Interests in the Association; provided, however, that so long as Declarant or Mastercraft hold any Membership Interest in the Association, no amendment shall be effective without their written concurrence. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. No amendment shall affect the surface water management system, including the water management portions of the Common Area, without the prior approval of the South Florida Water Management District.

Section 2. Additional Property.

Declarant contemplates that additional land and improvements (referred to herein as the "Additional Property") may from time to time be made subject to the terms of this Declaration. Declarant reserves the right to add Additional Property to this Declaration by executing one or more amendments to this Declaration without the necessity of any consent or joinder by any Owners or by the Association. If, as, and when Additional Property is made subject to this Declaration, the Property shall be enlarged and expanded so as to encompass and include the Additional Property, the improvements thereon and the easements and rights appurtenant thereto. Each Owner of a Lot within the Additional Property, if and when made subject to this Declaration, shall be entitled to equal rights with the Owners of Lots previously made subject



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to this Declaration. The determination of whether or not to add any Additional Property shall be exercised by Declarant in its sole discretion without the necessity of consent by the Owners or by the Association. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO MAKE IT OBLIGATORY FOR DECLARANT TO ADD ANY ADDITIONAL PROPERTY.

ARTICLE XVII  
GENERAL PROVISIONS

Section 1. Severability.

Invalidation of any one or more of the provisions of this Declaration shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Term of Declaration.

The provisions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated by recordation in the Public Records of an instrument signed by persons holding at least two-thirds (2/3) of the Membership Interests in the Association and by all holders of mortgages affecting any Lot.

Section 3. Notices.

Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement.

Enforcement of the provisions of this Declaration shall be by any proceeding at law or in equity and may be instituted by the Declarant, Mastercraft, their successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by this Declaration. Failure by the Association, any Owner, the Declarant or Mastercraft to enforce any provision herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.



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Section 5. Interpretation.

In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 6. Authorized Action.

All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 7. Execution of Documents.

The development of the Property may require from time to time the execution of certain documents required by governmental agencies, including, without limitation, Lee County, Florida. To the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 8. Singular, Plural and Gender.

Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 9<sup>th</sup> day of DECEMBER, 1997.

WITNESSES:

Ellen C. Allen  
Ellen C. Allen  
Julia A. Trout  
Julia A. Trout

DECLARANT:

The Malpeli Family Limited Partnership,  
a Michigan limited partnership

By: [Signature]  
JOHN C. MALPELI, JR., as general partner



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MASTERCRAFT:

Nova Capital, LP, a Delaware limited partnership qualified to transact business in the State of Florida as Mastercraft Homes, Ltd.

By: MCH Holdings, Inc., a Delaware corporation, as general partner

WITNESSES:

Jessie M. Hayward  
Dubbi Bradley

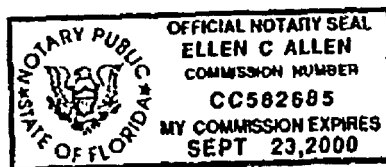
By: [Signature]  
O.J. Buigas, President

STATE OF FLORIDA     )  
                                  )SS:  
COUNTY OF LEE        )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of DECEMBER, 1997 by John C. Malpeli, Jr., as general partner of The Malpeli Family Limited Partnership, a Michigan limited partnership, who is personally known to me or produced DRIVER'S LICENSE as identification.

Ellen C. Allen  
Notary Public, State of Florida  
Print Name: ELLEN C. ALLEN

My commission expires:

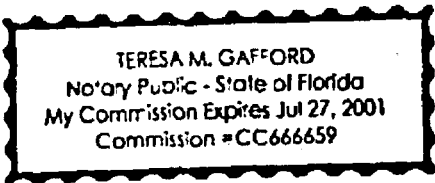




STATE OF FLORIDA     )  
                                  )SS:  
COUNTY OF LEE        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 1997 by O.J. Buigas, as president of MCH Holdings, Inc., the sole general partner of Nova Capital, LP, a Delaware limited partnership authorized to transact business in the State of Florida as Mastercraft Homes, Ltd., who is personally known to me or produced \_\_\_\_\_ as identification.

DR2902 P63948



Teresa M. Gafford  
Notary Public, State of Florida  
Print Name:  
My commission expires:

This instrument was prepared by:  
Gregg S. Truxton, Esq.  
Bolaños, Truxton & Youngs, P.A.  
2121 Ponce de Leon Blvd., Suite 600  
Miami, Florida 33134

c:\truxton\...Account\declar.004  
November 11, 1997



OR2902 PG3949

**CONSENT OF MORTGAGEE  
TO DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS FOR  
MEADOWBROOK OF BONITA SPRINGS**

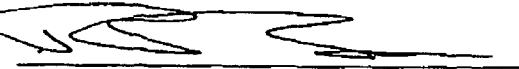
NationsBank, N.A. South, successor to NationsBank of Florida, N.A., a National Banking Association, the owner and holder of a Mortgage, dated June 2, 1994 and recorded June 3, 1994, in Official Records Book 2506, page 1754; as modified in Official Records Book 2607, page 2109; as modified in Official Records Book 2633, page 790; as modified in Official Records Book 2845, page 2905; as modified and extended in Official Records Book 2858, page 2447; as modified in Official Records Book 2858, page 2476; as assumed by Nova Capital, LP, a Delaware limited partnership, by Assumption Agreement recorded in Official Records Book 2858, page 3999; modified by Mortgage Spreader Agreement recorded in Official Records Book 2870, page 3960; modified by Mortgage Modification Agreement recorded in Official Records Book 2874, page 2286; modified by Mortgage Modification Agreement recorded in Official Records Book 2876, page 2157; modified by Mortgage Modification Agreement recorded in Official Records Book 2880, page 1902; modified by Mortgage Modification Agreement recorded in Official Records Book 2880, page 3568; modified by Mortgage Modification Agreement recorded in Official Records Book 2885, page 1617; modified in Official Records Book 2887, page 260; and further modified by Mortgage Modification Agreement recorded in Official Records Book 2889, page 3420, all in the Public Records of Lee County, Florida, encumbering the following described property, to-wit:

SEE ATTACHED FOR LEGAL DESCRIPTION.

does hereby consent to the submission of said real property and improvements thereon to the terms and provisions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens.

THIS CONSENT shall be binding upon Mortgagee, its successors and assigns.

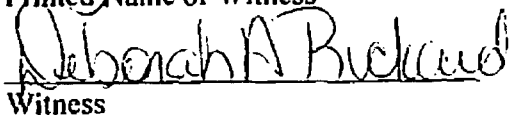
NATIONSBANK, N.A. SOUTH, successor to  
NATIONSBANK OF FLORIDA, N.A.

BY: 

Vice President

  
Witness

Patty Gardner  
Printed Name of Witness

  
Witness

Deborah A Rickard  
Printed Name of Witness



OR2902 PG3950

STATE OF FLORIDA

COUNTY OF Lee

The foregoing Consent of Mortgagee was acknowledged before me this 12th day of DECEMBER, 1997, by ROBERTS K. BYRNE, as SENIOR VICE PRESIDENT of NationsBank, N.A. South, successor to NationsBank of Florida, N.A., a National Banking Association, on behalf and upon authorization of said Mortgagee. He/She is personally known to me or has produced a Driver's License as identification.

*Patty Gardner*  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expires:



**LEGAL DESCRIPTION**

**PARCEL 2**

Lots 90, 91, 92, 93, 94, and 95, located in the Northeast quarter of Section 8, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described in Exhibit "B", attached hereto and made a part hereof.

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**PARCEL 3**

Lot 8 and Lot 9, Block 6, of proposed plat of MEADOWBROOK OF BONITA SPRINGS, being more particularly described in Exhibit "C", attached hereto and made a part hereof.



EXHIBIT "B"

Page 1 of 6



HOLE, MONTES & ASSOCIATES, INC.  
ENGINEERS PLANNERS SURVEYORS

Preserving and enhancing Florida's quality of life since 1966

HMA PROJECT # 95.80  
REF. DWG. B-2063-5A.  
JUNE 20, 1997

DESCRIPTION PROPOSED LOT 90

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N. 00°01'03" W. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 227.57 FEET; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 536.07 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 410.00 FEET, THROUGH A CENTRAL ANGLE OF 23°33'23", SUBTENDED BY A CHORD OF 187.38 FEET AT A BEARING OF N. 78°50'47" W., FOR A DISTANCE OF 168.57 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 24°55'54", SUBTENDED BY A CHORD OF 172.69 FEET AT A BEARING OF N. 77°32'03" W., FOR A DISTANCE OF 174.06 FEET TO THE END OF SAID CURVE; THENCE RUN S. 00°00'00" W. FOR A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S. 00°00'00" W. A DISTANCE OF 382.50 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 382.50 FEET, THROUGH A CENTRAL ANGLE OF 05°38'05", SUBTENDED BY A CHORD OF 37.38 FEET AT A BEARING OF S. 87°11'57" E., FOR A DISTANCE OF 37.39 FEET TO THE END OF SAID CURVE; THENCE RUN S. 05°38'05" W. FOR A DISTANCE OF 125.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S. 05°38'05" W. A DISTANCE OF 257.50 FEET THEREFROM; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 257.50 FEET, THROUGH A CENTRAL ANGLE OF 04°13'44", SUBTENDED BY A CHORD OF 18.99 FEET AT A BEARING OF N. 86°30'42" W., FOR A DISTANCE OF 18.99 FEET TO THE END OF SAID CURVE; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 58.18 FEET; THENCE RUN N. 01°22'31" E. FOR A DISTANCE OF 122.93 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S. 12°32'55" E. A DISTANCE OF 35.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 12°32'55", SUBTENDED BY A CHORD OF 7.65 FEET AT A BEARING OF N. 83°43'32" E., FOR A DISTANCE OF 7.67 FEET TO THE END OF SAID CURVE; THENCE RUN S. 90°00'00" E. FOR A DISTANCE OF 39.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.2282 ACRES, MORE OR LESS.

SUBJECT TO A DRAINAGE EASEMENT OVER AND ACROSS THE WESTERLY 7.50 FEET THEREOF.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N. 00°01'03" W.

0R2902 P63952



EXHIBIT "B"

Page 2 of 6



HOLE, MONTES & ASSOCIATES, INC.  
ENGINEERS PLANNERS SURVEYORS

Preserving and enhancing Florida's quality of life since 1966

HMA PROJECT # 95.80  
REF. DWG. B-2063  
MAY 23, 1997

0R2902 P63953

DESCRIPTION OF PROPOSED LOT 91

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N. 00°01'03" W. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 227.57 FEET; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 488.62 FEET; THENCE RUN N. 01°22'31" E. FOR A DISTANCE OF 17.50 FEET; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 47.44 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 392.50 FEET, THROUGH A CENTRAL ANGLE OF 23°33'23", SUBTENDED BY A CHORD OF 160.24 FEET AT A BEARING OF N. 78°50'47" W., FOR A DISTANCE OF 181.37 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 417.50 FEET, THROUGH A CENTRAL ANGLE OF 18°36'41", SUBTENDED BY A CHORD OF 135.02 FEET AT A BEARING OF N. 74°22'26" W., FOR A DISTANCE OF 135.62 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 417.50 FEET, THROUGH A CENTRAL ANGLE OF 08°19'13", SUBTENDED BY A CHORD OF 48.03 FEET AT A BEARING OF N. 88°50'24" W., FOR A DISTANCE OF 48.05 FEET TO THE END OF SAID CURVE; THENCE RUN N. 90°00'00" W. FOR A DISTANCE OF 29.71 FEET; THENCE RUN N. 01°22'31" E. FOR A DISTANCE OF 125.04 FEET; THENCE RUN S. 90°00'00" E. FOR A DISTANCE OF 28.71 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 542.50 FEET, THROUGH A CENTRAL ANGLE OF 06°19'13", SUBTENDED BY A CHORD OF 59.81 FEET AT A BEARING OF S. 86°50'24" E., FOR A DISTANCE OF 59.84 FEET TO THE END OF SAID CURVE; THENCE RUN S. 06°19'13" W. FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.2329 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N. 00°01'03" W.

HOLE, MONTES & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

BY  P.L.S. #4175  
STEPHEN A. SEIDLER STATE OF FLORIDA



EXHIBIT "B"

Page 3 of 6



Preserving and enhancing Florida's quality of life since 1966

HOLE, MONTES & ASSOCIATES, INC.  
ENGINEERS PLANNERS SURVEYORS

OR2902 Pg3954

DESCRIPTION OF PROPOSED LOT 92

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N. 00°01'03" W. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 227.57 FEET; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 488.62 FEET; THENCE RUN N. 01°22'31" E. FOR A DISTANCE OF 17.50 FEET; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 47.44 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 392.50 FEET, THROUGH A CENTRAL ANGLE OF 23°33'23", SUBTENDED BY A CHORD OF 160.24 FEET AT A BEARING OF N. 76°50'47" W., FOR A DISTANCE OF 161.37 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 417.50 FEET, THROUGH A CENTRAL ANGLE OF 08°15'25", SUBTENDED BY A CHORD OF 60.11 FEET AT A BEARING OF N. 69°11'48" W., FOR A DISTANCE OF 60.17 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 417.50 FEET, THROUGH A CENTRAL ANGLE OF 10°21'17", SUBTENDED BY A CHORD OF 75.35 FEET AT A BEARING OF N. 78°30'09" W., FOR A DISTANCE OF 75.45 FEET TO THE END OF SAID CURVE; THENCE RUN N. 06°19'13" E. FOR A DISTANCE OF 125.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S. 06°19'13" W. A DISTANCE OF 542.50 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 542.50 FEET, THROUGH A CENTRAL ANGLE OF 10°21'17", SUBTENDED BY A CHORD OF 97.91 FEET AT A BEARING OF S. 78°30'09" E., FOR A DISTANCE OF 98.04 FEET TO THE END OF SAID CURVE; THENCE RUN S. 16°40'29" W. FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.2489 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N. 00°01'03" W.

HOLE, MONTES & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

BY Stephen A. Seidler P.L.S. #4175  
STEPHEN A. SEIDLER STATE OF FLORIDA



EXHIBIT "B"

Page 4 of 6



Preserving and enhancing Florida's quality of life since 1968

HOLE, MONTES & ASSOCIATES, INC.  
ENGINEERS PLANNERS SURVEYORS

HMA PROJECT # 95.80  
REF. DWG B-2063-1  
MAY 23, 1997

DESCRIPTION OF PROPOSED LOT 93

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8,  
TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N. 00°01'03" W. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 227.57 FEET; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 488.82 FEET; THENCE RUN N. 01°22'31" E. FOR A DISTANCE OF 17.50 FEET; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 47.44 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 392.50 FEET, THROUGH A CENTRAL ANGLE OF 21°09'25", SUBTENDED BY A CHORD OF 144.11 FEET AT A BEARING OF N. 78°02'47" W., FOR A DISTANCE OF 144.93 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 392.50 FEET, THROUGH A CENTRAL ANGLE OF 02°23'59", SUBTENDED BY A CHORD OF 16.44 FEET AT A BEARING OF N. 66°16'05" W., FOR A DISTANCE OF 16.44 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 417.50 FEET, THROUGH A CENTRAL ANGLE OF 08°15'25", SUBTENDED BY A CHORD OF 60.11 FEET AT A BEARING OF N. 69°11'48" W., FOR A DISTANCE OF 60.17 FEET TO THE END OF SAID CURVE; THENCE RUN N. 16°40'29" E. FOR A DISTANCE OF 125.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S. 16°40'29" W. A DISTANCE OF 542.50 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 542.50 FEET, THROUGH A CENTRAL ANGLE OF 08°15'25", SUBTENDED BY A CHORD OF 78.11 FEET AT A BEARING OF S. 69°11'48" E., FOR A DISTANCE OF 78.18 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 267.50 FEET, THROUGH A CENTRAL ANGLE OF 02°23'59", SUBTENDED BY A CHORD OF 11.20 FEET AT A BEARING OF S. 66°18'05" E., FOR A DISTANCE OF 11.20 FEET TO THE END OF SAID CURVE; THENCE RUN S. 22°31'56" W. FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.2382 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8,  
TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING  
N. 00°01'03" W.

HOLE, MONTES & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

BY Stephen A. Seidler P.L.S. #4175  
STEPHEN A. SEIDLER STATE OF FLORIDA



OR2902 PG3955



EXHIBIT "B"

Page 5 of 6



HOLE, MONTES & ASSOCIATES, INC.  
ENGINEERS PLANNERS SURVEYORS

Preserving and enhancing Florida's quality of life since 1966

HMA PROJECT #95.80  
REF. DWG. B-2063-1  
JUNE 20, 1997

OR2902 P63956

DESCRIPTION OF PROPOSED LOT 94

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N. 00°01'03" W. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 227.57 FEET; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 488.62 FEET; THENCE RUN N. 01°22'31" E. FOR A DISTANCE OF 17.50 FEET; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 47.44 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 392.50 FEET, THROUGH A CENTRAL ANGLE OF 05°48'22", SUBTENDED BY A CHORD OF 39.78 FEET AT A BEARING OF N. 85°43'18" W., FOR A DISTANCE OF 39.77 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 392.50 FEET, THROUGH A CENTRAL ANGLE OF 15°21'02", SUBTENDED BY A CHORD OF 104.84 FEET AT A BEARING OF N. 75°08'36" W., FOR A DISTANCE OF 105.18 FEET TO THE END OF SAID CURVE; THENCE RUN N. 22°31'56" E. FOR A DISTANCE OF 125.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS N. 22°31'56" E. A DISTANCE OF 267.50 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 267.50 FEET, THROUGH A CENTRAL ANGLE OF 15°21'02", SUBTENDED BY A CHORD OF 71.45 FEET AT A BEARING OF S. 75°08'36" E., FOR A DISTANCE OF 71.67 FEET TO THE END OF SAID CURVE; THENCE RUN S. 07°10'53" W. FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.2537 ACRES, MORE OR LESS.

SUBJECT TO A DRAINAGE EASEMENT OVER AND ACROSS THE EASTERLY 7.5 FEET THEREOF.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N. 00°01'03" W.

HOLE, MONTES & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

BY *Stephen A. Seidler*  
STEPHEN A. SEIDLER

P.L.S. #4175  
STATE OF FLORIDA

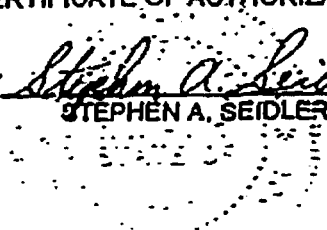


EXHIBIT "B"

Page 6 of 6



HOLE, MONTES & ASSOCIATES, INC.  
ENGINEERS PLANNERS SURVEYORS

Preserving and enhancing Florida's quality of life since 1968

HMA PROJECT # 95.80  
REF. DWG. B-2063-1  
JUNE 20, 1997

DR2902 P63957

DESCRIPTION OF PROPOSED LOT 95

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

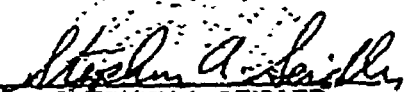
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N. 00°01'03" W. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 227.57 FEET THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 488.82 FEET; THENCE RUN N. 01°22'31" E. FOR A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N. 88°37'29" W. FOR A DISTANCE OF 47.44 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 392.50 FEET, THROUGH A CENTRAL ANGLE OF 05°48'22", SUBTENDED BY A CHORD OF 39.78 FEET AT A BEARING OF N. 85°43'18" W., FOR A DISTANCE OF 39.77 FEET TO THE END OF SAID CURVE; THENCE RUN N. 07°10'53" E. FOR A DISTANCE OF 125.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS N. 07°10'53" E. A DISTANCE OF 267.50 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 267.50 FEET, THROUGH A CENTRAL ANGLE OF 05°48'22", SUBTENDED BY A CHORD OF 27.10 FEET AT A BEARING OF S. 85°43'18" E., FOR A DISTANCE OF 27.11 FEET TO THE END OF SAID CURVE; THENCE RUN S. 88°37'29" E. FOR A DISTANCE OF 47.44 FEET; THENCE RUN S. 01°22'31" W. FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.2321 ACRES, MORE OR LESS.

SUBJECT TO A DRAINAGE EASEMENT OVER AND ACROSS WESTERLY 7.5 FEET THEREOF.

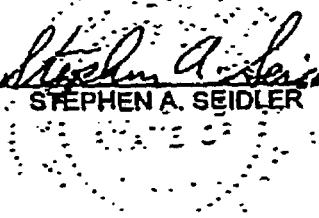
SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N. 00°01'03" W.

HOLE, MONTES & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

BY   
STEPHEN A. SEIDLER

P.L.S. #4175  
STATE OF FLORIDA



NOV-14-1997 17:02

P.02

EXHIBIT "C" OR2902 P63958  
Page 1 of 2

Preserving and enhancing Florida's quality of life since 1966

HOLE, MONTES & ASSOCIATES, INC.  
ENGINEERS, PLANNERS, SURVEYORSREF. DWG. B-2177  
HMA PROJECT #97.52  
11/10/97LOT 8, BLOCK 8  
OF THE PROPOSED PLAT OF  
MEADOWBROOK OF BONITA SPRINGS

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA. THENCE RUN N. 00°01'03" W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 685.71 FEET; THENCE RUN N. 88°30'28" W. FOR A DISTANCE OF 251.14 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 05°35'05", SUBTENDED BY A CHORD OF 97.43 FEET AT A BEARING OF N. 89°18'00" W., FOR A DISTANCE OF 97.47 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1500.00 FEET, THROUGH A CENTRAL ANGLE OF 19°05'50", SUBTENDED BY A CHORD OF 497.65 FEET AT A BEARING OF N. 82°32'37" W., FOR A DISTANCE OF 499.97 FEET TO THE END OF SAID CURVE; THENCE RUN S. 13°23'50" W. FOR A DISTANCE OF 19.15 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S. 13°23'50" W. FOR A DISTANCE OF 135.66 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS N. 12°32'38" W., A DISTANCE OF 180.00 FEET THEREFROM; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 180.00 FEET, THROUGH A CENTRAL ANGLE OF 35°16'41", SUBTENDED BY A CHORD OF 109.09 FEET AT A BEARING OF N. 84°54'17" W., FOR A DISTANCE OF 110.83 FEET TO THE END OF SAID CURVE; THENCE RUN N. 22°44'03" E. FOR A DISTANCE OF 125.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS N. 22°44'03" E., A DISTANCE OF 55.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 45°18'38", SUBTENDED BY A CHORD OF 42.37 FEET AT A BEARING OF S. 89°55'15" E., FOR A DISTANCE OF 43.49 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 28°54'13", SUBTENDED BY A CHORD OF 49.91 FEET AT A BEARING OF N. 81°52'34" E., FOR A DISTANCE OF 50.45 FEET TO THE POINT OF BEGINNING; CONTAINING 0.298 ACRE, MORE OR LESS.

## NOTES:

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, AS BEING N. 00°01'03" W.

HOLE, MONTES & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION #1772BY Thomas J. Garris P.L.S. #3741  
THOMAS J. GARRIS STATE OF FLORIDA

NOV-14-1997 17:03

EXHIBIT "C"  
Page 2 of 2

P.03



Preserving and enhancing Florida's quality of life since 1966

HOLE, MONTES & ASSOCIATES, INC.  
ENGINEERS PLANNERS SURVEYORS

REF. DWG.# B-2178  
HMA PROJECT #07.52  
11/10/97

**LOT 9, BLOCK 8  
OF THE PROPOSED PLAT OF  
MEADOWBROOK OF BONITA SPRINGS**

**LEGAL DESCRIPTION**

**A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8,  
TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE RUN N. 00°01'03" W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 665.71 FEET; THENCE RUN N. 86°30'28" W. FOR A DISTANCE OF 251.14 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 05°35'05", SUBTENDED BY A CHORD OF 97.43 FEET AT A BEARING OF N. 89°18'00" W., FOR A DISTANCE OF 97.47 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1500.00 FEET, THROUGH A CENTRAL ANGLE OF 22°07'02", SUBTENDED BY A CHORD OF 575.44 FEET AT A BEARING OF N. 81°02'01" W., FOR A DISTANCE OF 579.03 FEET TO THE END OF SAID CURVE; THENCE RUN S. 22°44'03" W., FOR A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S. 22°44'03" W. FOR A DISTANCE OF 125.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS N. 22°44'03" E., A DISTANCE OF 180.00 FEET THEREFROM; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 180.00 FEET, THROUGH A CENTRAL ANGLE OF 55°15'15", SUBTENDED BY A CHORD OF 168.94 FEET AT A BEARING OF N. 39°38'19" W., FOR A DISTANCE OF 173.59 FEET TO THE END OF SAID CURVE; THENCE RUN N. 77°59'19" E. FOR A DISTANCE OF 125.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS N. 77°59'19" E., A DISTANCE OF 55.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 55°15'15", SUBTENDED BY A CHORD OF 51.01 FEET AT A BEARING OF S. 39°38'19" E., FOR A DISTANCE OF 53.04 FEET TO THE POINT OF BEGINNING; CONTAINING 0.325 ACRE, MORE OR LESS.

**NOTES:**

**THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.**

**BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, AS BEING N. 00°01'03" W.**

**HOLE, MONTES & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION #LB1772**

BY Thomas J. Garriss P.L. S. #3741  
THOMAS J. GARRISS STATE OF FLORIDA

OR2902 P63959



**Index of Exhibits**

- A. **Legal Description (Phase One)**
- B. **Articles of Incorporation of the Association**
- C. **Bylaws of the Association**
- D. **Upland/Wetland Preserve Maintenance Guidelines**

OR2902 PG3960



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**EXHIBIT "A"**  
**TO**  
**DECLARATION OF**  
**COVENANTS, RESTRICTIONS, EASEMENTS,**  
**CHARGES AND LIENS**  
**FOR**  
**MEADOWBROOK OF BONITA SPRINGS**

OR2902 Pg:396j

**Legal Description:**

(Phase One)

All of MEADOWBROOK OF BONITA SPRINGS, excluding Tract C thereof, according to the plat thereof recorded in Plat Book 60, at pages \*\*, of the Public Records of Lee County, Florida.

\*\* 53 - 59



EXHIBIT "B"

TO

DECLARATION OF COVENANTS, RESTRICTIONS  
EASEMENTS, CHARGES AND LIENS

ARTICLES OF INCORPORATION

OF

MEADOWBROOK OF BONITA SPRINGS HOMEOWNERS ASSOCIATION, INC.

OR2902 PR3962



EXHIBIT "B"

ARTICLES OF INCORPORATION  
OF  
MEADOWBROOK OF BONITA SPRINGS HOMEOWNERS ASSOCIATION, INC.  
(A Corporation Not-For-Profit)

OR2902 P63963

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and do hereby certify:

ARTICLE I

NAME

The name of the corporation is:

MEADOWBROOK OF BONITA SPRINGS HOMEOWNERS ASSOCIATION, INC.,

(hereinafter called the "Association").

ARTICLE II

REGISTERED OFFICE

The street address of the Association is:

9200 Bonita Beach Road, Suite 204  
Bonita Springs, Florida 34135

FILED  
97 NOV -3 PM 1:35  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

ARTICLE III

PURPOSES OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Common Area and improvements thereon, within that certain real property (and any additions thereto) described in the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Meadowbrook of Bonita Springs as recorded in the Public Records of Lee County, Florida (the "Declaration"), and to promote the health, safety, welfare and mutual enjoyment of the members of the Association.



FILED  
97 NOV -3 PM 1:11  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE



DR2902 PG3964

ARTICLE IV

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided;

B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration or By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association including, without limitation, the Common Area;

D. To operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District, and to contract for services to provide for the operation and maintenance of the surface water management system; provided, however, in the event the Association is dissolved, the surface water management system, and the property comprising such system, will be conveyed and be dedicated to a non-profit organization so as to assure continued maintenance of the surface water management system in perpetuity;

E. With the assent of two-thirds (2/3) of the Membership Interests at a duly called meeting of the Association, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and only if the prior written consent of Declarant is obtained for so long as Declarant holds any Membership Interest in the Association;

F. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3) of the Membership Interests; and only if the prior written consent of Declarant is obtained for so long as Declarant holds any Membership Interest in the Association;



OR2902 PG3965

G. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the Membership Interests of the Association; and only if the prior written consent of Declarant is obtained for so long as Declarant holds any Membership Interest in the Association;

H. To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

I. To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise;

J. To contract for management of the Association and to delegate in such contract all or any part of the delegable powers and duties of the Association, and to contract for services to be provided to the Owners, including cable television service. All Members of the Association shall be bound by such contracts regardless of whether they desire or use the services rendered thereunder.

K. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;

L. All powers and duties of a not-for-profit corporation under Chapter 617, Florida Statutes.

ARTICLE V

MEMBERSHIP AND QUORUM

A. Every Owner of a Lot within the Property subject to the Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

B. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, equal to thirty percent (30%) of the total voting interests of the Association shall constitute a quorum for any action.

ARTICLE VI

VOTING RIGHTS

A. There shall be one Membership Interest in the Association appurtenant to each Lot. Initially, Declarant shall be entitled to all Membership Interests in the Association. The



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Membership Interest appurtenant to each Lot shall automatically pass upon recordation in the public records of each instrument effectuating a sale, conveyance or transfer of said Lot.

B. The Association shall have two (2) classes of membership:

Class A. Class A Members shall be all Owners of Lots (except the Declarant) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall have a Membership Interest in the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Declarant shall be entitled to one (1) vote for each Membership Interest held by it in the Association; provided, however, that until three (3) months after ninety percent (90%) of the Lots have been conveyed to Owners other than Declarant, Declarant shall at all times be entitled to no less than the number of votes equal to the maximum number of votes for all other classes plus one, so that the Declarant shall at all referenced times have a majority of votes.

ARTICLE VII

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of at least three (3) Directors. Initially, the Declarant shall have the right to appoint all of the Directors until such time as Class A Members hold fifty percent (50%) or more of the Membership Interests, at which time the Class A Members shall be entitled to elect one (1) Director and the Declarant shall be entitled to elect two (2) Directors.

B. Within sixty (60) days after the Class A Members are entitled to elect a Director, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of, a meeting of the Class A Members for this purpose. Such meeting may be called and a notice given by any Class A Member if the Association fails to do so.

C. The Declarant shall be entitled to appoint two (2) Directors until three (3) months after ninety percent (90%) of the Lots have been conveyed to Owners other than Declarant.

D. The Declarant shall be entitled to appoint one (1) Director as long as Declarant is the holder of at least five percent (5%) or more of the Membership Interests in the Association, after which time all Directors shall be selected by the Class A Members.

E. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed and substituted by Declarant, at its sole option and discretion.



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F. At such time as the Class A Members of the Association are permitted to elect Directors, any Director elected by the Class A Members, may be removed from the Board with or without cause, by a two-thirds (2/3) vote of the Class A Members of the Association entitled to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve the unexpired term of his predecessor.

G. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
John C. Malpeli, Jr.	<u>105 Greenfield Ct.</u> <u>Naples, FL 34110</u>
LynneMalpeli	<u>105 Greenfield Ct.</u> <u>Naples, FL 34110</u>
John D. Spear	9200 Bonita Beach Road, Suite 204 Bonita Springs, Florida 34135

H. The number of Directors may be increased or decreased from time to time as provided in the By-Laws, but shall never be less than three (3) in number.

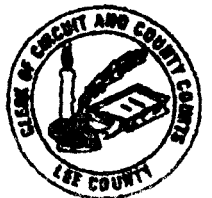
I. The Directors shall serve for a term of one (1) year. Any Director may be re-elected for successive terms.

J. The provisions of this Article VII shall control over the provisions of Article VI.

### ARTICLE VIII

#### DURATION

The Association shall have perpetual existence. In the event the Association is dissolved, the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar non-profit corporation.



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ARTICLE IX  
AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority vote of the Board of Directors or by fifteen (15%) percent of the Members. Such proposals shall be in writing and shall be delivered to the President of the Association who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Should the President fail to call such special meeting, the Members may, in lieu thereof, call a special meeting. Such request shall state the purpose or purposes of the proposed amendment(s). Notice of such special meeting shall be given and posted in the manner provided in the By-laws. An affirmative vote of two-thirds (2/3) of all Membership Interests (not just those voting) shall be required for approval of the proposed amendment or amendments.

B. Any Member may waive the requirements of this Article as to the notice of special meetings to vote on proposed amendments to these Articles of Incorporation, either before, at or after a membership meeting at which a vote is taken to amend these Articles, and any amendment passed by two-thirds (2/3) of the Membership Interests shall not be invalid merely because some Members did not receive notice of the special meeting.

ARTICLE X  
SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as the Directors listed in ARTICLE VII hereof.

ARTICLE XI  
OFFICERS

A. The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice President, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

B. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: John C. Malpeli, Jr.



Secretary: John D. Spear

Treasurer: LynneMalpeli

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ARTICLE XII

BY-LAWS

A. The By-laws of this Association shall be adopted by the Board of Directors and attached to the Declaration to be filed among the Public Records of Lee County, Florida. The By-laws may be amended by the Members in the manner provided in said By-laws.

B. No amendment to the By-laws shall be passed without the consent or joinder of the Declarant so long as Declarant holds a Membership Interest in the Association.

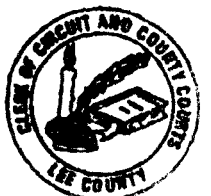
C. No amendment to the By-laws shall be passed which would operate to impair or prejudice the rights or liabilities of any Mortgagee holding a lien upon a Lot or Unit.

D. No By-law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-laws to be amended; new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See By-law \_\_\_\_\_ for present text". Nonmaterial errors or omissions in the By-law process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby agree to indemnify, defend and hold harmless every Director and every Officer, their heirs, personal representatives, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for



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or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such Director or Officer may be entitled, by law or otherwise.

IN WITNESS WHEREOF, for the purpose of forming this Association under the Laws of the State of Florida, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31<sup>st</sup> day of OCTOBER, 1997.

Signed, Sealed and Delivered in the Presence of:

Ellen C. Allen

John C. Malpeli, Jr.  
John C. Malpeli, Jr.

(Date of Execution: 10-31, 1997)

Julius A. Trout  
Ellen C. Allen

Lynne Malpeli  
Lynne Malpeli

(Date of Execution: 10-31, 1997)

Julius A. Trout  
Ellen C. Allen

John D. Spear  
John D. Spear

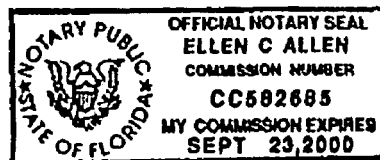
(Date of Execution: 10-31, 1997)

Julius A. Trout

STATE OF FLORIDA )  
                                  )SS:  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of OCTOBER, 1997 by John C. Malpeli, Jr. who is personally known to me and who ( )did (x)did not take an oath.

Ellen C. Allen  
Notary Public, State of Florida  
Print Name: ELLEN C. ALLEN  
My commission expires:



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STATE OF FLORIDA )  
                          )SS:  
COUNTY OF LEE )

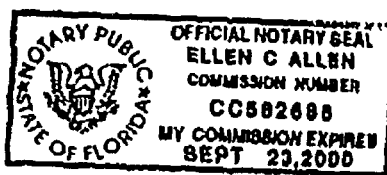
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of OCTOBER, 1997 by LynneMalpeli, who is personally known to me and who ( )did (X)did not take an oath.



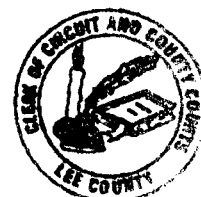
Ellen C. Allen  
Notary Public, State of Florida  
Print Name: ELLEN C. ALLEN  
My commission expires:

STATE OF FLORIDA )  
                          )SS:  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of OCTOBER, 1997 by John D. Spear, who is personally known to me and who ( )did (X)did not take an oath.



Ellen C. Allen  
Notary Public, State of Florida  
Print Name: ELLEN C. ALLEN  
My commission expires:





CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

DR2902 PG3972

In compliance with section 48.091, Florida Statutes, the following is submitted:

Meadowbrook of Bonita Springs Homeowners Association, Inc., desiring to organize or qualify under the laws of the State of Florida with its principal place of business at Lee County, State of Florida, has named:

John D. Spear  
9200 Bonita Beach Road, Suite 204  
Bonita Springs, Florida 34135

as its agent to accept service of process within Florida.

SIGNATURE: *J. C. Malpeli, Jr.*  
John C. Malpeli, Jr., President  
DATE: OCTOBER 31, 1997

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

*John D. Spear*  
John D. Spear  
DATE: OCTOBER 31, 1997

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October 24, 1997

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EXHIBIT "C"  
TO  
DECLARATION OF COVENANTS, RESTRICTIONS  
EASEMENTS, CHARGES AND LIENS

BY-LAWS OF  
MEADOWBROOK OF BONITA SPRINGS  
HOMEOWNERS ASSOCIATION, INC.



EXHIBIT "C"

BY-LAWS  
OF  
MEADOWBROOK OF BONITA SPRINGS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

GENERAL

Section 1. Name. The name of the corporation shall be MEADOWBROOK OF BONITA SPRINGS HOMEOWNERS ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be at 9200 Bonita Beach Road, Suite 204, Bonita Springs, Florida 34135, or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Restrictions, Easements, Charges and Liens (the "Declaration") of Meadowbrook of Bonita Springs, and, unless otherwise specified herein, all terms used herein shall be defined as set forth in the Declaration.

ARTICLE II.

DIRECTORS

Section 1. First Board of Directors.

A. The first Board of Directors shall be composed of three (3) Directors. The Declarant shall have the right to appoint all of the members of the Board of Directors until such time as Class A Members hold fifty percent (50%) or more of the Membership Interests, at which time the Class A Members shall be entitled to elect one (1) member of the Board of Directors and the Declarant shall be entitled to elect two (2) members of the Board of Directors.

B. Within sixty (60) days after the Class A Members are entitled to elect a member of the Board of Directors the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the Class A Members for this purpose. Such meeting may be called and a notice given by any Class A Member if the Association fails to do so.

C. The Declarant shall be entitled to appoint two (2) Directors until three (3) months after ninety percent (90%) of the Lots have been conveyed to Owners other than the Declarant.

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D. Declarant shall be entitled to appoint one (1) Director, as long as Declarant is the holder of at least five percent (5%) or more of the Membership Interests in the Association, after which time all Directors shall be selected by the Class A Members.

E. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed and substituted by Declarant, at its sole option and discretion.

F. At such time as the Class A Members of the Association are permitted to elect Directors, any Director elected by the Class A Members, may be removed from the Board with or without cause, by a two-thirds (2/3) vote of the Class A Members of the Association entitled to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve the unexpired term of his predecessor.

Section 2. Number and Term. After such time as the Declarant is no longer entitled to elect any Directors to the Board of Directors the Board shall be composed of at least three (3) Directors and the number of directors for each year shall be the same as the number in the prior year unless the number has been increased or decreased by a vote of a majority of all members of the Association. Each director shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, any Director appointed by the Declarant may be replaced solely by the Declarant.

Section 4. Removal. Any member of the Board of Directors (other than those appointed by the Declarant) may be recalled and removed from office with or without cause by the vote or agreement in writing of persons owning a majority of the Membership Interests. A special meeting of the Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Owners giving notice of the meeting as required to for a meeting of Owners and the notice shall state the purpose of the meeting. All Directors, except for those appointed by the Declarant, shall be Members of the Association and no Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. If any Director fails to pay any Assessment levied by the Board of Directors whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director. The provisions of this Section shall not be applicable to Directors appointed by the Declarant. Declarant appointed Directors shall be removable with or without cause at the sole discretion of the Declarant.



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Section 5. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A. To levy and collect regular and special Assessments.
- B. To use and expend the Assessments collected to maintain, care for and preserve the Property, except those portions thereof which are required to be maintained, cared for and preserved by the Owners.
- C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D. To collect delinquent Assessments by suit or otherwise, together with interest at the rate provided in the Declaration and all costs so incurred including but not limited to attorneys' fees, to abate nuisances and to enjoin or seek damages from the Owners for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the Rules and Regulations promulgated by the Board of Directors.
- E. To employ and compensate such personnel as may be required for the maintenance and preservation of the Property.
- F. Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish procedures for the imposition of penalties, including fines for the infraction thereof;
- G. Suspend the right of use of the Common Area of a Member and such Member's family, guests and tenants, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and opportunity for hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations;
- H. To contract for management of the Property and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership and to contract for service to be provided to the Owners, including cable television service.
- I. To carry out the obligations of the Association under any easements, restrictions or covenants running with the land that are intended to provide enjoyment, recreation or other use or benefit to the Owners.



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Section 6. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 7. Meetings.

A. The first and annual meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

B. Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting.

C. Meetings of the Board of Directors shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Except in cases of emergency, notices of such meetings shall be posted conspicuously on the Property at least forty-eight (48) hours in advance of such meetings. Notices for meetings of the Board of Directors at which assessments will be levied shall state that assessments will be considered and describe the nature of the assessments.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present. A member of the Board may join by written concurrence in any specific action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.



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G. Unfinished business.

H. Original resolutions and new business.

I. Adjournment.

Section 9. Accounting Records. The Association shall maintain accounting records according to good accounting practices, consistently applied, which shall be open to inspection by all Members or their authorized representatives at a reasonable time. Financial Statements of the Association shall be prepared within sixty (60) days after the close of the fiscal year, and shall be supplied at least annually to all Members or their authorized representatives at no charge to the Members. Such records shall include, but are not limited to, a record of all receipts and expenditures, the beginning and ending cash balances, and an account for each Owner which shall designate the name and address of the Owner, the amount of each Assessment, the due dates and amounts of the Assessments, the amounts paid upon the account and the balance due.

### ARTICLE III.

#### OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. The President, Secretary and Treasurer of the Association must, at all times after Class A Members are entitled to elect a majority of the Board, be Resident Owners. (The term "Resident Owner" shall, for this purpose, mean an Owner who personally occupies his Unit for a minimum of 183 days of the calendar year or whose parent, spouse or child occupies the Unit for said period of time.) If the Board so determines, there may be one or more Vice-Presidents.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. In the event that any officer fails to pay any Assessment levied by the Board of Directors, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.



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Section 4. The President.

A. The President shall be chairman of, and shall preside at, all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection at any reasonable time, by all Members, or their authorized representatives, and by the Board of Directors. The minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.





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E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

A. The Treasurer shall cause the Association to keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as authorized by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. If such bond should be required, the Association shall pay the premium thereon.

D. He shall prepare and deliver annual financial statements and, at such times as may be required by law or otherwise determined by the Board of Directors, shall arrange for audits or reviews of the Association's books by outside accountants.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 10. Committees. The Board may appoint one or more executive or other committees whose duties and responsibilities shall be determined from time to time by the Board.





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Section 3. Membership List. At least fourteen (14) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the mailing address of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings.

A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the Members. Should the President fail to call such a special meeting, such Members may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Members stating the time, place and object thereof shall be served upon or mailed to each Member entitled to vote thereon at such address as appears on the books of the Association at least five (5) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Property at least five (5) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

D. When a quorum is present at any special meeting, two-thirds (2/3) of the votes cast in person or represented by written proxy or a majority of all members, whichever is less, shall decide any question properly brought before the meeting.

Section 5. Quorum. Members owning thirty percent (30%) of the Membership Interests entitled to vote, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these ByLaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question properly brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-



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Laws, requires a different vote, in which case such express provision shall govern and control the decision of such question.

**Section 7. Right to Vote.**

A. The Owner or Owners of a Lot shall be entitled to one (1) vote for each Lot owned.

B. If a Lot is owned by more than one (1) individual or by a corporation or other entity, said Owners, corporation or other entity shall file a certificate with the Secretary naming the person or persons authorized to cast said Lot vote any one of whom may vote at any meeting on behalf of the Lot. If the same is not on file prior to any meeting of the Members, then any one individual or any authorized officer may cast said Lot vote. Notwithstanding the above, if: (1) no certificate of designation is on file, and all Owners of a Lot are present, either in person or by proxy, and cast their votes unanimously; or (2) all those designated in the certificate to vote on behalf of the Lot are present, either in person or by proxy, and cast their votes, unanimously, then said votes shall be counted and considered as one vote for each Lot so owned.

C. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. Each proxy shall specifically set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a voting Member.

**Section 8. Waiver and Consent.**

Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

**Section 9. Order of Business.**

The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:



- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of prior meeting.
- D. Officers' reports.
- E. Committee reports.
- F. Elections.
- G. Unfinished business.
- H. New business.
- I. Adjournment.

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#### ARTICLE VI.

##### NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. A waiver shall not dispense with or lessen the number of members required for a quorum.

Section 3. Address. The address for notice to the Association is 9200 Bonita Beach Road, Suite 204, Bonita Springs, Florida 34135.



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ARTICLE VII.

FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any two (2) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Determination of Assessments.

A. (1) The Board of Directors shall fix Assessments adequate to meet the common expenses of the Association. Common Expenses of the Association shall include expenses for the operation, maintenance, repair or replacement of the Common Areas, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses for promoting the recreation, health, safety and welfare of the Owners or otherwise designated as common expenses by the Declaration or from time to time by the Board of Directors.

(2) Funds for the payment of common expenses shall be assessed against Owners in the proportions or percentages and in the manner provided in the Declaration and said Assessments shall be payable as provided in the Declaration.

(3) The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to maintain, repair and replace the Common Areas within the Property.

(4) Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as provided for regular Assessments.

B. When the Board of Directors has determined the amount of any Assessment, excluding the monthly assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All Assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.



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**Section 4. Annual Budget.**

A. A copy of the Association's proposed annual budget of common expenses shall be mailed to each Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Owners.

B. The Board of Directors may approve annual budgets without the necessity of Unit Owner approval so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. If the Board of Directors adopts a budget which requires assessments for the proposed fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the Owners to the Board of Directors, shall call a special meeting of the Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Owner. At the special meeting, Owners shall consider and enact a budget, the adoption of which shall require a vote of not less than a majority vote of all Owners. The Board of Directors may propose a budget to the Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Owners at the meeting or by a majority of all Owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Property shall be excluded from the computation. However, as long as the Declarant is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of persons owning a majority of all Lots.

**Section 5. Working Capital and Reserve Accounts.**

A. The Board of Directors may from time to time establish, as part of the regular assessment or by special assessment, an operating capital fund which may be utilized for payment of common expenses of the Association in excess of the assessments collected from Owners on a monthly basis.

B. The Board of Directors may establish, as part of the annual budget, reserve accounts for capital expenditures and deferred maintenance for items including but not limited to, pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. However, the members of the Association may by a majority vote at a duly called meeting of the Association, elect for a fiscal year to provide no reserves or reserves less adequate than required by the above-stated formula.



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C. The Board of Directors shall have the right to assess Owners to establish a reserve account for the future replacement of or additions to the Common Area and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

Section 6. Limitation on Expenditures. After the election by Class A Members of a majority of the Board of Directors any single item of expenditure for the improvement of the Common Areas exceeding Twenty Five Thousand Dollars (\$25,000.00) shall require the specific approval of a majority of the Class A Members whether or not adoption of the entire budget requires their approval pursuant to Section 4 of this Article VII.

Section 7. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Directors. Notwithstanding the foregoing, sums collected for reserves shall be placed in a separate account from other funds of the Association. All assessments shall be applied as provided herein and in the Declaration.

Section 8. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bond or bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or over which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, any management firm retained by the Association, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VIII.

DEFAULT

Section 1. Delinquent Payment. In the event an Owner does not pay any sum, charge or assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sum, charge or assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida. Assessments or installments thereof not paid within ten (10) days from the date due shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum.

Section 2. Violation. In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or By-Laws, which violation is not corrected within ten (10) days after notice from the Association to the Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. In the event such legal action is brought against an Owner and results in a





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judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys' fees and court costs.

Section 3. Mortgagees. Upon prior written request of a Mortgagee, said Mortgagee shall be given notice of any monetary default by the Owner and opportunity to cure said default within ten (10) days after notice from the Association to the Mortgagee. Nothing contained in this Article shall be construed to require that the Association furnish notice to any Owner of his failure to pay any Assessment, sum or other charge due to the Association.

Section 4. Consent. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Owners, and to preserve each Owner's right to enjoy his Lot or Unit free from unreasonable restraint and nuisance.

ARTICLE IX.

OBLIGATIONS OF MEMBERS

In addition to other obligations and duties set out in the Declaration, and subject to any other provisions set forth therein and in the Articles of Incorporation of the Association, these By-Laws and the Rules and Regulations adopted pursuant to these By-Laws, each member of the Association shall:

Section 1. Unit Occupancy. Use or permit his Unit to be used exclusively for residential purposes by himself, approved lessees, family members and guests.

Section 2. Assessments. Promptly pay any and all assessments levied against him by the Association.

Section 3. Conformity with Declaration and Articles of Incorporation. Neither use nor permit the use of his Lot or Unit for any purpose other than as permitted by the Declaration and in conformity with the Articles of Incorporation of the Association.

Section 4. Conformity with By-Laws and Rules and Regulations. Conform to and abide by the By-Laws and Rules and Regulations of the Association which may be adopted in writing from time to time by the Board of Directors of the Association or its designee relative to the Lots, the Units, the Common Areas or the use thereof.

Section 5. Compliance With Laws. Comply with all laws, orders, codes, and regulations of federal, state, county, municipal, and other governmental authorities relative to the operation or use of his Lot or Unit.



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Section 6. Nuisance. Neither use nor permit the use of his Unit, Lot or the Common Areas in any manner which will be disturbing or be a nuisance to other Owners, or in any way be injurious to the reputation of Meadowbrook of Bonita Springs.

ARTICLE X.

AMENDMENT

These By-Laws may be amended by affirmative vote of two thirds (2/3) of the Members and of the Board of Directors except that no Amendment to these Bylaws shall be effective which would contravene the Declaration or the Articles of Incorporation of the Association.

ARTICLE XI.

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires. Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect. Wherever possible, these By-Laws shall be construed consistently with Florida law, the Declaration and the Articles of Incorporation. However, in the event of any conflict or inconsistency the provisions of Florida law, the Declaration and Articles of Incorporation shall govern and these By-Laws shall be given effect to the extent not inconsistent therewith.

The foregoing were adopted as the By-Laws of Meadowbrook of Bonita Springs Homeowners Association, Inc. at the first meeting of its Board of Directors.

  
Lynne Malpeli, Secretary

c:\stru\onl...lco\com\bylaws.003  
October 24, 1997



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**EXHIBIT "D"**

**TO**

**DECLARATION OF COVENANTS, RESTRICTIONS  
EASEMENTS, CHARGES AND LIENS**

**Upland/Wetland Preserve Maintenance Guidelines**



EXHIBIT "D"

**Southern Biomes, EIS**

Environmental Information Services

5226 Coronado Pkwy, Suite A, - mail to: P. O. Box 537 Cape Coral, FL 33910

Ph. (941) 549-5420

Geza Wass de Czege, President

FAX (941) 549-7440

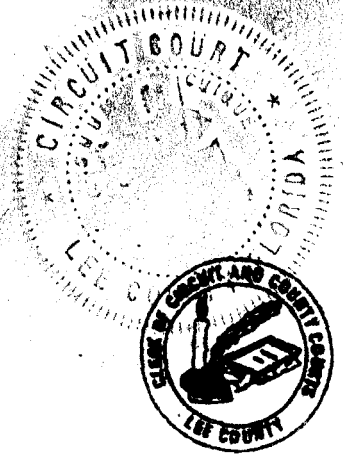
EIS Report for Pelican Creek 115.9 acre PUD in Sec. 8, T47S, R25E, Coconut Road, Lee County, Florida  
AKA - San Marino Pines SFWMD MSSW Permit Appl. No. 960312-2 Revised: Feb. 6, 1997

**29.15 Acre WMD Upland/Wetland Preserve Maintenance Guidelines:**

As per Lee County requirements, all the melaleuca and Brazilian pepper will be eradicated from the preserve area prior to issuance of a certificate of completion by Lee County. The following methodology will be used:

1. Conduct a baseline survey of vegetative representation and percent of exotic species invasion along transect lines.
2. Manually or mechanically cut, remove, or eradicate all exotic vegetation, including, but not limited to: Brazilian pepper, ear-leaf acacia, Chinese climbing fern, downy-rose myrtle, Australian pine, and melaleuca. Treat stumps with a recommended herbicide within 15 minutes after cutting.
3. Large trees which could damage native species (i.e.: slash pine, cypress, cabbage palm, wax myrtle, swamp bay, dahoon holly), if removed, are to be herbicide injected, and left standing.
4. Maintain a semi-annual exotic control the first year, and an annual control thereafter, in perpetuity, to treat the exotic vegetation resprouting with an approved herbicide, and manually remove any seedlings. Conduct activities during the winter and spring dry season.
5. Provide the WMD with an annual monitoring report, for 5 years, including a qualitative narrative describing the vegetative changes and wildlife activities within the mitigation area. Include the following:
  - a. Five (5) 'fixed point photo station' panoramic photograph analyses.
  - b. Narrative report of exotics re-invasion, and removal success.
  - c. Revegetation success data from five (5) north-south transect surveys, including quantitative data, natural recruitment success, exotic invasion, general condition, and recommendations.
  - d. Narrative report of typical and unique wildlife utilization.
6. Mitigation success criteria are as follows:
  - a. The area is maintained free of exotics plants (melaleuca, Brazilian pepper, & Australian pine), and the number of exotic plants eradicated each year has been greatly reduced.
  - b. There is a continual increase in indigenous wetland species composition within the exotic removal areas, throughout the five year monitoring period.

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I CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE CHARLIE GREEN, CLERK OF CIRCUIT COURT, STATE OF FLORIDA, COUNTY OF LEE

REDACTED COPY PER F.S.119.071  
BY: Charles D. Wassick  
DATED: Jan. 28, 2009 Deputy Clerk

97 DEC 24 AM 9:18  
CHARLIE GREEN LEE CTY, FL



ENVIRONMENTAL RESOURCE COMMISSION  
Permit Status Report

Report Run Date: DEC-15-08 03:14 PM

Permit Number: 36-03236-S

App No	Project Name	Permittee	Purpose	Issue Date	Cert. Required	Certification Status	Conversion Status
960312-2	San Marino Pines	Mr. John C. Malpeli	Construct/Operate	12 JUN 1997	Y	ACCEPTED 09-MAR-2007	INITIAL REVIEW
970729-12	San Marino Pines	John C Malpeli Jr	Compliance Letter Mod	11 AUG 1997	Y	NO CERT REQ	
970409-4	San Marino Pines	John C. Malpeli, Jr	Inc. Site Act. Early Work	07 MAY 1997	N		
970808-9	San Marino Pines	John Malpeli Jr	Compliance Mod Nrm	02 OCT 1997	N		
970819-7	San Marino Pines	John C Malpeli, Jr	General Permit	17 SEP 1997	Y	NO CERT REQ	
981002-10	Meadowbrook Of Bonita Springs	John C. Malpeli, Jr.	General Permit	04 NOV 1998	Y	ACCEPTED 09-MAR-2007	NO RESPONSE
990909-9	Meadowbrook Of Bonita Springs Phase Iv	John C Malpeli Jr	General Permit	08 OCT 1999	Y	ACCEPTED 09-MAR-2007	NO RESPONSE

Number of Modifications Issued for Permit No. 36-03236-S: 7

Total Number of Modifications Issued: 7

06:24 PM, Broward County Commission, Deputy Clerk 3075

This instrument was prepared by  
and should be RECORDED AND RETURNED to:  
Edo Meloni, Esq.  
FEIN & MELONI  
900 S.W. 40<sup>th</sup> Avenue  
Plantation, Florida 33317

EXAMPLE

ENVIRONMENTAL RESOURCE PERMIT NOTICE

**RE: Encantada at Pembroke Pines Community Association, Inc.  
Environmental Resource Permit No. 06-02089-S (Permit)**

Encantada at Pembroke Pines Community Association, Inc. (the "Association") hereby gives notice that Environmental Resource Permit Number 06-02089-S has been issued to the Association to authorize the operation of a surface water management system on the real property described on Exhibit "A" attached hereto and made a part hereof (the "Premises"), and subject to the Declaration of Restrictions and Protective Covenants for Encantada at Pembroke Pines Community Association, recorded in Official Records Book 26578, at Page 873 of the Public Records of Broward County, Florida. This property is also subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes, and Rule 40E, Florida Administrative Code.

Purchasers of that portion of the premises containing the surface water management system (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work or works, or any combination thereof, including dredging or filling, without first having obtained an Environmental Resource Permit from the South Florida Water Management District in the purchaser's name.

This notice is applicable to property containing the backbone of the surface water management system. For purposes of this notice only, the backbone of the surface water management system is limited to lakes, canals, water control structures, roads, and wetlands used for water quality treatment or storage.

The Permit is subject to the General Conditions set forth in Rule 40E-4.381, Florida Administrative Code. The Permit also contains additional provisions including Special and Limiting Conditions. Accordingly, interested parties should closely examine the entire Permit and any subsequent modifications.

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the Premises. In the event of a sale of the Premises, the Permit may transferred to the purchaser(s).

This Notice may not be released or removed from the public records without the prior written consent of the South Florida Water Management District.

This Notice of Permit is executed on this 2nd day of May, 2006.

Signed, Sealed and Delivered in the Presence of:

Print Name: Claudia Tapia

Print Name: Isabel Diaz

Encantada at Pembroke Pines Community Association, Inc.

By: Yanick Leroy  
Yanick Leroy, President

STATE OF FLORIDA }  
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me this 2nd day of May, 2006 by Yanick Leroy as President of Encantada at Pembroke Pines Community Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

Jnyka R. Suarez  
NOTARY PUBLIC, State of Florida  
My Commission Expires \_\_\_\_\_

G:\WPDOCS\Encantada\Environ.Resource\NoticePermit.wpd

NOTARY PUBLIC, STATE OF FLORIDA  
**Jnyka R. Suarez**  
Commission # DD444834  
Expires: JUNE 26, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

CEN # 100070000, ...

EXHIBIT "A"

That portion of Parcel A, according to the VOLCAN MATERIALS COMPANY PLAT NO. 2, as recorded in Plat Book 139, Page 38, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel A; thence run South 89 degrees 51'45" West (on a plat bearing) 2978.38 feet along the North boundary of said Parcel A; thence run South 00 degrees 02'15" East 938.92 feet to the Point of Beginning; thence run South 01 degree 14'20" East 110.28 feet to a point of intersection with the arc of a curve running Southwesterly to the left; thence along the arc of said curve to the left (the Southeasterly projection of the last described course being radial to said curve); having a radius of 1399 feet and a central angle of 02°52'01", run Southwesterly 70 feet; thence run North 04 degrees 06'21" West 113.63 feet; thence run North 89 degrees 51'45" East 75.67 feet to the Point of Beginning.

Said lands situate in the City of Pembroke Pines, Broward County, Florida.

s/k/a Lot 90 in Pod E Encantada





**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**SURFACE WATER MANAGEMENT PERMIT NO. 36-03236-S**

Form #0113  
Rev 08/95

DATE ISSUED: JUNE 12, 1997

PERMITTEE: JOHN C MALPELI JR  
(SAN MARINO PINES (E/K/A PELICAN CREEK))  
40500 GRAND RIVER AVENUE, SUITE F  
NOVI, MI 48375

PROJECT DESCRIPTION: AUTHORIZATION FOR CONSTRUCTION AND OPERATION OF A PHASE 1  
SURFACE WATER MANAGEMENT SYSTEM SERVING 59.31 ACRES OF THE  
84.87 ACRE RESIDENTIAL DEVELOPMENT.

PROJECT LOCATION: LEE COUNTY, SECTION: 8.9 TWP: 47S RGE: 25E

This Permit is issued pursuant to Application No. 960312-2, dated March 12, 1996. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Subsections 373.414(11)-(16) Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 408-1.6107(1) and (2), and 408-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.).

This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 408-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 408-4.361, F.A.C., unless waived or modified by Governing Board. The Application, and the Surface Water Management Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Surface Water Management Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 408-4.361 and 408-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 408-1.6107, F.A.C.

SPECIAL AND LIMITING CONDITIONS ARE AS FOLLOWS:  
SEE PAGES 2-5 OF 7 - 21 SPECIAL CONDITIONS.  
SEE PAGES 6-7 OF 7 - 19 LIMITING CONDITIONS.

FILED WITH THE CLERK OF THE SOUTH  
FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT BY ITS, GOVERNING BOARD

ON \_\_\_\_\_  
BY Original signed by:  
Vern Kaiser  
DEPUTY CLERK

By \_\_\_\_\_  
Original signed by  
TONY BURNS  
ASSISTANT SECRETARY

PERMIT NO: 36-03236-S  
PAGE 2 OF 7

SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: BASIN: BASIN 1 - 18.50 FEET NGVD.  
BASIN: BASIN 2 - 16.00 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: BASIN: BASIN 1 - 17.00 FEET NGVD.  
BASIN: BASIN 2 - 14.50 FEET NGVD.
3. DISCHARGE FACILITIES:
  - BASIN: BASIN 1:
    - 1-1.35' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 17' NGVD.
    - 1-1.35' W X .25' H RECTANGULAR ORIFICE WITH INVERT AT ELEV. 15' NGVD.
    - 320 LF OF 2' DIA. RCP CULVERT.
  - RECEIVING BODY : BASIN 2
  - CONTROL ELEV : 15 FEET NGVD. /15 FEET NGVD DRY SEASON.
  - BASIN: BASIN 2:
    - 1-1.87' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 14.5' NGVD.
    - 1-100 DEG. V-NOTCH WITH INVERT AT ELEV. 12.5' NGVD.
    - 335 LF OF 2' DIA. RCP CULVERT.
  - RECEIVING BODY : HALFWAY CREEK VIA SPREADER SWALE
  - CONTROL ELEV : 12.5 FEET NGVD. /12.5 FEET NGVD DRY SEASON.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF SAN MARINO PINES PROPERTY OWNERS ASSOCIATION, INC. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

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10. UPON SUBMITTAL OF AN APPLICATION FOR CONSTRUCTION APPROVAL, THE PERMITTEE SHALL STAKE AND ROPE THE WETLANDS AND ASSOCIATED UPLAND BUFFER ZONES, WITHIN THE PROPOSED PHASE CONSTRUCTION AREA(S). THE STAKING AND ROPING SHALL BE SUBJECT TO THE APPROVAL OF SFWMD ENVIRONMENTAL STAFF. THE PERMITTEE SHALL MODIFY THE STAKING AND ROPING IF SFWMD STAFF DETERMINES IT IS INSUFFICIENT. STAKING AND ROPING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.
11. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
12. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
13. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE MITIGATION WORK, INCLUDING THE MONITORING AND MAINTENANCE OF THE MITIGATION AREAS FOR THE DURATION OF THE PLAN. THE MITIGATION AREA(S) SHALL NOT BE TURNED OVER TO THE OPERATION ENTITY UNTIL THE MITIGATION WORK IS ACCOMPLISHED AS PERMITTED AND SFWMD STAFF HAS CONCURRED.
14. A WETLAND MONITORING PROGRAM SHALL BE IMPLEMENTED WITHIN THE PROTECTED WETLANDS AND UPLANDS AND DETENTION AREAS. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 8 AND 9 AND SHALL INCLUDE ANNUAL REPORTS SUBMITTED TO THE SFWMD FOR REVIEW. MONITORING SHALL CONTINUE FOR A PERIOD OF 5 YEARS.
15. A BASELINE WETLAND MONITORING REPORT SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 8 AND 9.
16. THE WETLAND CONSERVATION AREAS AND UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHOWN ON EXHIBIT(S) 8 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; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.
17. WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHALL BE DEDICATED AS CONSERVATION AND COMMON AREAS IN THE DEED RESTRICTIONS/CONSERVATION EASEMENTS AS WELL AS ON THE PLAT IF THE PROJECT WILL BE PLATTED. RESTRICTIONS FOR USE OF THE CONSERVATION/Common AREAS SHALL STIPULATE:

THE WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES, AND/OR UPLAND PRESERVATION AREAS ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE CONSERVATION/Common AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF SAN MARINO PINES HOMEOWNERS ASSOCIATION, INC. AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE AS DOCUMENTED IN PERMIT FILE, WITH THE EXCEPTION OF PERMIT, D RESTORATION ACTIVITIES. ACTIVITIES PROHIBITED WITHIN

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THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION 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; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

COPIES OF RECORDED DOCUMENTS SHALL BE SUBMITTED CONCURRENT WITH ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

18. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
JULY 12, 1997	RECORD CONSERVATION EASEMENT
JULY 15, 1997	INITIAL EXOTIC/NUISANCE VEGETATION REMOVAL
AUGUST 12, 1997	PROVIDE SFWMD 2 CERTIFIED COPIES OF RECORDED CONSERVATION EASEMENTS
SEPTEMBER 15, 1997	TIME ZERO MONITORING REPORT
SEPTEMBER 15, 1997	FOLLOW-UP EXOTIC/NUISANCE VEGETATION REMOVAL
MAY 15, 1998	ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE
SEPTEMBER 15, 1998	FIRST MONITORING REPORT
MAY 15, 1999	ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE
SEPTEMBER 15, 1999	SECOND MONITORING REPORT
MAY 15, 2000	ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE
SEPTEMBER 15, 2000	THIRD MONITORING REPORT
MAY 15, 2001	ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE
SEPTEMBER 15, 2001	FOURTH MONITORING REPORT
MAY 15, 2002	ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE
SEPTEMBER 15, 2002	FIFTH MONITORING REPORT

19. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 8 AND 9 FOR THE WETLAND AREAS, UPLAND PRESERVATION AREAS AND UPLAND BUFFER ZONES ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION (BRAZILIAN PEPPER, MELALEUCA, AND AUSTRALIAN PINE) AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.
20. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.
21. NO LATER THAN JULY 12, 1997, THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT(S) OVER THE REAL PROPERTY DESIGNATED AS WETLAND PRESERVE, UPLAND PRESERVE AND REQUIRED UPLAND BUFFER ON ATTACHED EXHIBIT 8. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE DISTRICT USING THE APPROVED FORM ATTACHED HERETO AS EXHIBIT 10. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST

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RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT. UPON RECORDATION, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED. THE CONSERVATION EASEMENT SHALL INCLUDE A SITE MAP OF THE CONSERVATION EASEMENT, LEGAL DESCRIPTION OF CONSERVATION AREA AND SURVEY BY PROFESSIONAL LAND SURVEYOR.

## LIMITING CONDITIONS

1. THE PERMITTEE SHALL IMPLEMENT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE WILL BE SUBMITTED TO THE DISTRICT AS REQUIRED BY SECTION 5.9, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 62-302, F.A.C. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY OBLIGATION TO OBTAIN NECESSARY FEDERAL, STATE, LOCAL OR SPECIAL DISTRICT APPROVALS.
4. THE OPERATION PHASE OF THIS PERMIT WILL NOT BECOME EFFECTIVE UNTIL THE DISTRICT'S ACCEPTANCE OF CERTIFICATION OF THE COMPLETED SURFACE WATER WATER MANAGEMENT SYSTEM. THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE OPERATIONAL ENTITY ACCEPTED BY THE DISTRICT, IF DIFFERENT FROM THE PERMITTEE. THE TRANSFER REQUEST CAN BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION COMPLETION CERTIFICATION.
5. ALL ROAD ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.5, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
6. ALL BUILDING FLOOR ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.4, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT WILL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT.
8. A PERMIT TRANSFER TO THE OPERATION PHASE SHALL NOT OCCUR UNTIL A RESPONSIBLE ENTITY MEETING THE REQUIREMENT IN SECTION 9.0, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." HAS BEEN ESTABLISHED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP OR LEGAL INTEREST SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.
10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.

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11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. WITHIN 30 DAYS OF ISSUANCE OF THIS PERMIT, THE PERMITTEE OR AUTHORIZED AGENT SHALL NOTIFY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMMENCEMENT NOTICE OR EQUIVALENT) OF THE ACTUAL OR ANTICIPATED CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE.
13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/ CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.
15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY), IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.
17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.



## South Florida Water Management District

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045  
TDD (561) 697-2574

File

May 23, 1997

John C. Malpeli, Jr.  
40500 Grand River Avenue, Ste. F  
Novi, MI 48375

Dear Sir or Madam:

Subject: Application No. 960312-2, San Marino Pines (FKA Pelican Creek),  
Lee County, S8,9/T47S/R25E

Enclosed is a copy of this District's staff report covering the request for permit application referenced therein. It is requested that you read this staff report thoroughly and understand its contents. The recommendations as stated in the staff report will be presented to our Governing Board for consideration on June 12, 1997.

Should you wish to object to the staff recommendation or file a petition, please provide written objections, petitions and/or waivers (refer to the attached "Notice of Rights") to:

Vern Kaiser, Deputy Clerk  
South Florida Water Management District  
Office Box 24680  
West Palm Beach, Florida 33416-4680

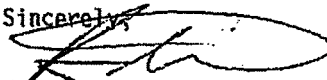
(The "Notice of Rights" addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action.) You are advised, however, to be prepared to defend your position regarding the permit application when it is considered by the Governing Board for final agency action, even if you agree with the staff recommendation, as the Governing Board may take final agency action which differs materially from the proposed agency action.

Please contact the District if you have any questions concerning this matter. If we do not hear from you prior to the date on the "Notice of Rights", we will assume you concur with our recommendations.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the addressee this 23rd day of May 1997 in accordance with Section 120.60 (3), Florida Statutes.

Sincerely,

  
Kenneth G. Ammon, P.E.  
Deputy Director  
Regulation Department

CERTIFIED MAIL #P 125 457 221  
RETURN RECEIPT REQUESTED

#### Governing Board:

Frank Williamson, Jr., Chairman  
Eugene K. Pettis, Vice Chairman  
Mitchell W. Berger

Vera M. Carter  
William E. Graham  
William Hammond

Richard A. Machek  
Michael D. Minton  
Miriam Singer

Samuel E. Poole III, Executive Director  
Michael Slayton, Deputy Executive Director

Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680





South Florida Water Management District  
*Notice Of Rights*

Form 80200  
 Rev. 1/93

**NOTICE OF RIGHTS**

Enclosed is a copy of the Staff Review Summary regarding the subject permit application, which is this agency's Notice of Proposed Agency Action.

**PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS**

Any person whose substantial interests are or may be affected by the action which is proposed in the enclosed Notice of Proposed Agency Action/Staff Review Summary, may petition for an administrative hearing in accordance with the requirements of Rule 40E-1.521, Florida Administrative Code, and be filed with (received by) the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406. Petitions for administrative hearing on the above application must be filed within fourteen (14) days of actual receipt of this Notice of Proposed Agency Action. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section 120.57, Florida Statutes, concerning the subject permit application. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

**FLORIDA LAND AND WATER ADJUDICATORY COMMISSION**

A party to the proceeding below may seek review of a Final Order rendered on the permit application before the Land and Water Adjudicatory Commission. Review under section 373.114, Florida Statutes, is initiated by filing a request for review with the Land and Adjudicatory Commission and serving a copy on the Department of Environmental Protection and any person named in the Order within applicable statutory timeframes. This review is appellate in nature and limited to the record below.

**DISTRICT COURT OF APPEAL**

A party who is adversely affected by final agency action on the permit application is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes, as provided therein. Review under section 120.68, Florida Statutes, is initiated by filing a Notice of Appeal in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure 9.110.

**CIRCUIT COURT**

Section 373.617(2), Florida Statutes, provides:

Any person substantially affected by a final action of any agency with respect to a permit may seek review within 90 days of the rendering of such decision and request monetary damages and other relief in the circuit court in the judicial circuit in which the affected property is located; however, circuit court review shall be confined solely to determining whether final agency action is an unreasonable exercise of the state's police power constituting a taking with just compensation. Review of final agency action for the purpose of determining whether the action is in accordance with existing statutes or rules and based on competent substantial evidence shall proceed in accordance with Chapter 120.

#### 40E-1.521 Initiation of Formal Proceedings

(1) Initiation of formal proceedings shall be made by filing a petition with the District Clerk within the applicable timeframes set forth in this chapter. The term petition includes any application or other document which expresses a request for formal proceedings.

(2) All petitions filed under these rules shall contain:

- (a) The name and address of the District and the District's file or identification number, if known;
- (b) The name and address of the petitioner or petitioners;
- (c) An explanation of how each petitioner's substantial interests will be affected by the District's determination;
- (d) A statement of when and how petitioner received notice of agency action or notice of proposed agency action;
- (e) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (f) A concise statement of the ultimate facts which petitioner believes entitle petitioner to the relief sought as well as the rules and statutes which support petitioner's claim for relief;
- (g) A demand for the relief to which the petitioner deems himself entitled; and
- (h) Other information which the petitioner contends is material.

(3) Upon receipt of a petition for formal proceedings, the Office of Counsel shall review the petition for compliance with subsection (2). The Board shall accept those petitions in substantial compliance therewith, which have been timely filed, which establish that the petitioner is a substantially affected party, and which state a dispute which is within the jurisdiction of the District to resolve. If accepted, the Board shall designate the presiding officer of the administrative hearing. The District shall promptly give written notice to all parties of the action taken on the petition, and shall state with particularity its reasons therefor.

(7) If the Board designates a Hearing Officer assigned by the Division of Administrative Hearings as the presiding officer, the District Clerk shall forward the petition and all relevant materials filed with the District to the Division of Administrative Hearings, and shall notify all parties of its action.

Specific Authority 373.044, 373.113 F.S.  
Law Implemented 120.53(1), 120.57 F.S.  
History --- New 9-3-81, Amended 5-11-93.  
Formerly 16K-1.09(1), 16K-1.112(1) through (3), 16K-1.12

**DRAFT**  
Subject to Governing  
Board Approval

LAST DATE FOR GOVERNING BOARD ACTION:  
JUNE 12, 1997

**SURFACE WATER MANAGEMENT STAFF REVIEW SUMMARY**

**I. ADMINISTRATIVE**

APPLICATION NUMBER: 960312-2

PROJECT NAME: SAN MARINO PINES(F/K/A PELICAN CREEK)

LOCATION: LEE COUNTY, S8,9/T47S/R25E

APPLICANT'S NAME: JOHN C MALPELI JR

OWNERS NAME AND ADDRESS: JOHN C MALPELI JR  
40500 GRAND RIVER AVENUE  
SUITE F  
NOVI, MI 48375

ENGINEER: HOLE MONTES & ASSOCIATES INC

**II. PROJECT DESCRIPTION**

PROJECT AREA: 115.90 acres DRAINAGE AREA: 84.87 acres

DISTRICT DRAINAGE BASIN: HALFWAY CREEK

RECEIVING BODY: ONSITE WETLAND

CLASSIFICATION: OFW

**PURPOSE:**

This application is a request for conceptual approval of a surface water management system to serve a 84.87 acre residential development within the 115.9 acre site, discharging to the Estero Riv. via Halfway Creek. This application also requests Authorization for Construction and Operation of a Phase 1 surface water management system serving 59.31 acres of the 84.87 acre residential development.

**BACKGROUND:**

On October 11, 1990, the San Marino Pines Development was issued a conceptual permit (Number 36-01757-S) for a 115.92 acre residential development with approval for Construction and Operation of 20.15 acres of residential development. The permits issued on October 11, 1990 have since expired.

**EXISTING FACILITIES:**

The project site is currently undeveloped. The site is bordered on the south by Coconut Road, on the west by a residential development and on the east and north by undeveloped property. Historical runoff from the site is from south to north via wetlands which flow to Halfway Creek. Coconut Road and the northerly limits of Pelican Landing act as a southerly drainage divide.

**PROPOSED FACILITIES:**

The proposed project is a 115.9 acre residential development consisting of 51.19 acres of single family lots, 19.77 acres of pavement, 15.79 acres of lakes and 29.15 acres of preserved area. The project is divided into two basins which are linearly connected with cascading control elevations. The control elevation for Basin 1 is 15.0' NGVD and Basin 2 is 12.5' NGVD. Stormwater from the site sheetflows to grated inlets located along the perimeter road. The inlets convey the runoff to the lakes via culverts. The Basin 1 lake discharges to the Basin 2 lake via a control structure which has a rectangular bleeder at invert elevation 15.0' NGVD and a rectangular sharp crested weir at elevation 17.0' NGVD. The control structure within Basin 2 regulates the discharge for the entire project to the allowable rate of 60 csm set for the Halfway Creek basin. The Basin 2 control structure consists of a triangular shaped orifice at invert elevation 12.5' NGVD and a rectangular sharp crested weir at elevation 14.5' NGVD. The Basin 2 control structure discharges to a spreader swale prior to entering the preserve area.

The proposed project will be completed in four phases. The Phase 1 development will consist of preserving 29.15 acres of wetlands and uplands, and constructing the Basin 1 surface water management system serving 55 units and 30.16 acres of residential development. Phase 1 will discharge through control structure 1 to Halfway Creek via a temporary swale. Discharge for the Phase 1 development will be limited to the allowable rate of 0.09 cfs/acre.

**BASIN INFORMATION:**

Basin	Area Acres	WSWT Elev (ft. NGVD)	Normal/Dry Ctrl Elev (ft. NGVD)	Method of Determination
BASIN 1	52.04	15.00	15/15	USGS WELL DATA
BASIN 2	32.83	12.50	12.5/12.5	USGS WELL DATA

**DISCHARGE STRUCTURE INFORMATION:**

Water Quality Structures:

Basin	Str. #	Bleedar Type	Dimensions	Invert Elev. (ft. NGVD)
BASIN 1	1	RECTANGULAR ORIFICE	1.35' wide X .25' high	15.00
BASIN 2	1	V-NOTCH	.68' high 100 degrees	12.50

Major Discharge Structures:

Basin	Str. #	Description	Crest Elev. (ft. NGVD)
BASIN 1	1	1.35' wide X .72' high SHARP CRESTED weir	17.00
BASIN 2	1	1.87' wide X .77' high SHARP CRESTED weir	14.50

Discharge Culverts:

Basin	Str. #	Description
BASIN 1	1	320' long, 2' dia. RCP
BASIN 2	1	335' long, 2' dia. RCP

Receiving Body:

Basin	Str. #	Receiving Body
BASIN 1	1	BASIN 2
BASIN 2	1	HALFWAY CREEK VIA SPREADER SWALE

**III. PROJECT EVALUATION**

**Discharge Rate:**

Discharge from Basin 1 and Basin 2 is controlled by control structure 2 so that the actual developed area routed through CS-2 is 84.87 acres. As shown in the table below, the proposed project discharge is within the allowable rate of 0.09 cfs/acre set for the Halfway Creek basin.

Basin	Allow Disch (cfs)	Method of Determination	Design Disch (cfs)	Design Stage (ft. NGVD)
BASIN 1	4.88	DISCHARGE FORMULA	4.98	17.72
BASIN 2	7.96	DISCHARGE FORMULA	7.96	15.27

**WATER QUALITY:**

The required water quality volume of 1" plus the additional 1/2" for discharge to an OFW is provided by the 15.79 acres of wet detention lakes.

Basin	Treatment Method	Vol Req'd (ac-ft)	Vol Prov'd (ac-ft)
BASIN 1	9.74 acres WET DETENTION	6.51	6.51
BASIN 2	6.05 acres WET DETENTION	4.10	4.10

**ROAD DESIGN:**

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

Design Storm Freq: 5YR-1DAY

Design Rainfall: 5.50 inches

Basin	Flood Elevation (ft., NGVD)	Minimum Centerline Elevation (ft., NGVD)
BASIN 1	16.71	17
BASIN 2	14.33	14.5

**FINISHED FLOORS:**

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

Design Storm Frequency: 100YR-3DAY Design Rainfall: 13.59 inches

Basin	Flood Elevation (ft. NGVD)	FEMA Elevation (ft. NGVD)	Minimum Design Elev (ft. NGVD)
BASIN 1	18.32	n/a	18.5
BASIN 2	15.98	n/a	16

**IV. ENVIRONMENTAL ASSESSMENT****PROJECT SITE DESCRIPTION:**

The San Marino Pines property consists primarily of mesic pine and palmetto flatwoods with interspersed clusters of scrub live oak, myrtle oak, chapman oak and bluejack oak. The north end of the property consists of 24.97 acres of strand swamp which gives rise to Halfway Creek, a short stream which discharges to the Estero River approximately two miles north of the site. The strand swamp wetlands are dominated by cypress, swamp bay and red maple bottomland swamp with two large central fire flag, arrowhead and buttonbush marshes. Interspersed in the pine flatwoods are three small isolated seasonal marshes (Wetlands 1, 2 and 3). A Jurisdictional Declaratory Statement (BJ-36-253592-5) from the Florida Department of Environmental Protection, issued July 1, 1996, for San Marino Pines identified the landward extent of waters of the state. The waters of the state included the strand swamp wetlands. The strand swamp wetland area identified in the Declaratory Statement is 1.02 acres larger than the strand swamp wetland area delineated under the MSSW rules.

The Final Report for San Marino Pines Jurisdictional Declaratory Statement indicates that the strand swamp is characterized by a canopy dominated by bald cypress. In some areas, especially the edges and at the western edge of the swamp, the exotic pest tree melaleuca has become a significant component of the canopy. Two large areas of freshwater marsh lie within the strand swamp. A single area of bayhead extends off the strand swamp. Evergreen and deciduous hardwoods, primarily sweetbay, swamp bay, swamp laurel oak, and dahoon holly, form the canopy.

**EXISTING ON SITE WETLAND COMMUNITIES AND OTHER SURFACE WATERS:**

ID NO	TOTAL ACREAGE	BIOLOGICAL CONDITION	COMMUNITY TYPE	COMMUNITY ACREAGE
04	.40	POOR	MELALEUCA	.40
01	.29	POOR	INTERMITTENT PONDS	.29
03	.09	FAIR	INTERMITTENT PONDS	.09
2	.29	FAIR	INTERMITTENT PONDS	.29
5	24.97	GOOD/FAIR	WETLAND CONIFEROUS FORESTS	.09
			MIXED WETLAND HARDWOODS	1.01
			CYPRESS	19.56
			FRESHWATER MARSHES	4.31

TOTAL ON SITE WETLAND/SURFACE WATER ACREAGE: 26.04

**EXISTING ON SITE UPLAND COMMUNITIES:**

ID NO	TOTAL ACREAGE	BIOLOGICAL CONDITION	COMMUNITY TYPE	COMMUNITY ACREAGE
1	89.88	GOOD/FAIR	WOODLAND PASTURES	17.99
			PINE FLATWOODS	17.85
			PINE - MESIC OAK	52.36
			XERIC OAK	1.38
			MELALEUCA	.30

TOTAL ON SITE UPLAND ACREAGE: 89.88

**ENDANGERED, THREATENED & SPECIES OF SPECIAL CONCERN:**

POTENTIAL SPECIES	USE TYPE	POTENTIAL OCCURANCE
GOPHER TORTOISES	NESTING	REPORTED SIGHTINGS
HERONS	FORAGING	PREFERRED HABITAT

**ENDANGERED, THREATENED & SPECIES OF SPECIAL CONCERN SUMMARY:**

The large wetland system associated with Halfway Creek is likely to provide foraging habitat for a variety of wading birds. The proposed project will not impact the wetlands associated with Halfway Creek under this application.

Twenty three gopher tortoise burrows were located on the subject property in the woodlands pasture, pine-oak flatwoods and the xeric oak scrub. The applicant intends to apply for an incidental take permit prior to any development activities. To mitigate for the loss of tortoise habitat, the applicant intends to provide the required funds to the FG+FWFC's Gopher Tortoise Mitigation Banking Program.



This permit does not relieve the applicant from complying with all applicable rules and any other agency's requirements concerning endangered/threatened or species of special concern on the site.

**LEGAL/INSTITUTIONAL:**

A total of 29.15 acres of preserve areas, which include 24.97 acres of wetlands, 2.60 acres of uplands and 1.58 acres of upland buffers, will be placed in a Conservation Easement in order to provide long term protection to these areas. A draft Conservation Easement is shown as Exhibit 10. Exhibit 8 shows the Conservation Easement areas which are identified as wetland preserve, upland preserve and required upland buffer. The Conservation Easement includes a provision for passive recreation activities; however, specific activities have not been identified. Approval for these facilities must be obtained from the District prior to construction.

**WETLAND PRESERVATION AND IMPACT SUMMARY:**

The applicant proposes to impact Wetlands 1, 2 and 3 (see Exhibit 8 for impact locations). These three isolated wetlands are each less than 0.5 acres in size. Applicant submitted information indicates these wetlands are not utilized by listed species; therefore, a review of these wetlands under the environmental criteria has not been conducted. The 0.40 acre other surface water area (J.D. No. 4) will also be impacted.

Phase One construction will include impacts to Wetland 3 (0.09 acres) and Other Surface Water No. 4 (0.40 acres).

The remaining 24.97 acres of wetlands will be preserved outside the limits of development. The proposed surface water management design directs runoff from the developed areas of the project to the surface water management facilities for attenuation and water quality treatment. Because the project discharges to Halfway Creek, an outstanding Florida Water, 150% of the required water quality volume will be treated in order to provide reasonable assurances that the existing ambient water quality of the Outstanding Florida Water will not be lowered as a result of the activities proposed for San Marino Pines. Final discharges of the project are to a spreader swale located landward of a preserved buffer and upland preserve area. A 25' average, 15' minimum upland buffer is provided between the upland/wetland preserve and the perimeter berm. This upland buffer is a combination of a natural buffer and a structural buffer.

Wetland Resource Permit No. 961204-2, for 0.16 acres of impact to waters of the state, is scheduled for review at the May 15, 1997 Governing Board meeting. The application is for authorization to impact two small fingers of the bayhead wetland. This 0.16 acres of impact area is part of the 1.02 acres identified as jurisdictional wetlands by the Florida Department of Environmental Protection, but is not jurisdictional to the District. Therefore; the 0.16 acres of impact and compensation for the impact are not part of this surface water management permit request.

**WETLAND PRESERVATION:**

ID NO	COMMUNITY TYPE	PRESERVATION ACREAGE
5	WETLAND CONIFEROUS FORESTS	.09
5	MIXED WETLAND HARDWOODS	1.01
5	CYPRESS	19.56
5	FRESHWATER MARSHES	4.31

**TOTAL ON SITE PRESERVATION ACREAGE: 24.97**

**WETLAND IMPACTS:**

ID NO	COMMUNITY TYPE	IMPACT ACREAGE	IMPACT TYPE	BIOLOGICAL CONDITION	ACREAGE
01	INTERMITTENT PONDS	.29	FILL	POOR	.29
03	INTERMITTENT PONDS	.09	EXCAVATION	FAIR	.09
2	INTERMITTENT PONDS	.29	FILL	FAIR	.29

**TOTAL IMPACT ACREAGE: .67**

**MITIGATION/MONITORING:**

Mitigation for the total 0.67 acres of impact to the three small isolated wetlands was not required.

Mitigation for impacts to waters of the state is included in Wetland Resource Permit Application No. 961204-2. The mitigation plan includes the long term preservation of 25.83 acres of wetlands, 1.74 acres of upland compensation and 1.58 acres of upland buffers through a conservation easement. In combination with mitigation activities, the applicant will remove exotic vegetation from the 29.15 acres of wetland and upland preserves. The exotic removal program includes the removal of all exotic vegetation, including, but not limited to: Brazilian pepper, ear-leaf acacia, Chinese climbing fern, downy-rose myrtle, Australian pine, and melaleuca.

The detailed monitoring and maintenance plan for the preserved wetlands, preserved natural upland buffers and the upland preserve includes a baseline monitoring report, a time zero report, permanent fixed point photographs, percent of exotic vegetation coverage within the preserved wetlands and uplands, description of vegetative composition and percent coverage, summary of wildlife utilization, summary of maintenance performed to date, annual monitoring reports submitted to the District over a five year period, and regular maintenance to be performed in perpetuity to prevent re-growth of exotic vegetation.

Detailed monitoring and maintenance data and plans are included as Exhibits 8

and 9.

**WETLAND INVENTORY NOTE:**

All of the Cypress, Trans., MixForest acreages are "waters of the state" and 4.31 acres of Marsh are "waters of the state". The remaining 0.67 acres of Marsh are isolated wetlands and are not "waters of the state". The 0.67 acres of isolated wetlands also constitute the impacted wetlands specified in inventory. The "waters of the state" are part of Wetland Resource Perm. Application No. 961204-2.

**WETLAND INVENTORY -**

**NEW CONCEPTUAL - SAN MARINO PINES**

**ONSITE**

	Cypress	Marsh	Trans.	Mix Forest	Totals
Total Wet. AC	19.56	4.98	.09	1.01	25.64
Wet. Preserved	19.56	4.31	.09	1.01	24.97
Wet. Impacted	0	.67	0	0	.67
Wet. Disturbed	0	0	0	0	0
Wet. Improved	0	0	0	0	0
Wet. Created	0	0	0	0	0
<b>Uplands</b>					
Other Compensation		0			

**WETLAND INVENTORY -**

**NEW PHASE - SAN MARINO PINES**

**ONSITE**

	Cypress	Marsh	Trans.	Mix Forest	Totals
Total Wet. AC	0	.09	0	0	.09
Wet. Preserved	0	0	0	0	0
Wet. Impacted	0	.09	0	0	.09
Wet. Disturbed	0	0	0	0	0
Wet. Improved	0	0	0	0	0
Wet. Created	0	0	0	0	0

Uplands	
Other Compensation	0

**SYSTEM OPERATION:**

San Marino Pines Property Owners Association, Inc.

**PROPOSED LAND USE(S):**

Residential

**WATER USE PERMIT STATUS:**

A Water Use permit is not required for this project at this time.

**DRI STATUS:**

This project is not a DRI.

**SAVE OUR RIVERS:**

The project is not within or adjacent to lands under consideration by the Save Our Rivers program.

**SWIM BASIN:**

The project is not within nor does it discharge directly to a designated SWIM basin.

**RIGHT-OF-WAY PERMIT STATUS:**

A Right-of-Way Permit is not required for this project.

**ENFORCEMENT ACTIVITY:**

There has been no enforcement activity associated with this application.

**THIRD PARTY INTEREST:**

No third party has contacted the District with concerns about this application.

**WELL FIELD ZONE OF INFLUENCE:**

The project is not located within the zone of influence of a wellfield.

**PRIMARY ISSUES RESOLVED:**

Wetland protection, monitoring and maintenance.  
Additional water quality treatment for discharge to an OFW.

V. APPLICABLE LAND AREA

PRESERVED AREA IS NOT SERVED BY SURFACE WATER MANAGEMENT SYSTEM.

PROJECT

	<u>TOTAL PROJECT</u>	<u>PREVIOUSLY PERMITTED</u>	<u>THIS PHASE</u>	
TOTAL ACRES	115.90		59.31	acres
WTRM ACREAGE	15.79		9.74	acres
PAVEMENT	19.77		5.13	acres
BUILD COVERAGE	25.05		6.78	acres
PRESERVED	29.15		29.15	acres
PERVIOUS	26.14		8.51	acres

BASIN LEVEL BREAKDOWN

Basin Name: BASIN 1

	<u>TOTAL PROJECT</u>	<u>PREVIOUSLY PERMITTED</u>	<u>THIS PHASE</u>	
TOTAL ACRES	52.04		30.16	acres
WTRM ACREAGE	9.74		9.74	acres
PAVEMENT	11.11		5.13	acres
BUILD COVERAGE	14.68		6.78	acres
PERVIOUS	16.51		8.51	acres

Basin Name: BASIN 2

	<u>TOTAL PROJECT</u>	<u>PREVIOUSLY PERMITTED</u>	<u>THIS PHASE</u>	
TOTAL ACRES	32.83		.00	acres
WTRM ACREAGE	6.05		.00	acres
PAVEMENT	7.13		.00	acres
BUILD COVERAGE	10.38		.00	acres
PERVIOUS	9.27		.00	acres

VI. STAFF RECOMMENDATION

The Staff recommends that the following be issued:

Conceptual approval of a surface water management system to serve 34.87 acre residential development within the 115.9 acre site, discharging to the Estero River via Halfway Creek. Also, Authorization for Construction and Operation of a Phase 1 surface water management system serving 59.31 acres of 34.87 acre residential development.

Based on information provided, District rules have been adhered to.

Staff recommendation is for approval subject to the attached Standard and Special Conditions.

**DRAFT**  
Subject to Governing Board Approval

VII. STAFF REVIEW

AREA MANAGER

Benjamin C. Pratt, P.E.

DATE: 5.5.97

NATURAL RESOURCE MANAGEMENT DIVISION APPROVAL

ENVIRONMENTAL EVALUATION

Deborah B. Marzella  
Deborah B. Marzella

SUPERVISOR

Karen M. Johnson  
Karen M. Johnson

DIVISION DIRECTOR:

Robert G. Robbins  
Robert G. Robbins

DATE: 5/14/97

SURFACE WATER MANAGEMENT DIVISION APPROVAL

ENGINEERING EVALUATION

Douglas H. Swank  
Douglas H. Swank

SUPERVISOR

Richard H. Thompson  
Richard H. Thompson, P.E.

DIVISION DIRECTOR:

Anthony W. Waterhouse, P.E.  
Anthony W. Waterhouse, P.E.

DATE: 5/19/97

### LIMITING CONDITIONS

1. THE PERMITTEE SHALL IMPLEMENT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE WILL BE SUBMITTED TO THE DISTRICT AS REQUIRED BY SECTION 5.9, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 62-302, F.A.C. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY OBLIGATION TO OBTAIN NECESSARY FEDERAL, STATE, LOCAL OR SPECIAL DISTRICT APPROVALS.
4. THE OPERATION PHASE OF THIS PERMIT WILL NOT BECOME EFFECTIVE UNTIL THE DISTRICT'S ACCEPTANCE OF CERTIFICATION OF THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM. THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE OPERATIONAL ENTITY ACCEPTED BY THE DISTRICT, IF DIFFERENT FROM THE PERMITTEE. THE TRANSFER REQUEST CAN BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION COMPLETION CERTIFICATION.
5. ALL ROAD ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.5, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
6. ALL BUILDING FLOOR ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.4, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT WILL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT.
8. A PERMIT TRANSFER TO THE OPERATION PHASE SHALL NOT OCCUR UNTIL A RESPONSIBLE ENTITY MEETING THE REQUIREMENT IN SECTION 9.0, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994," HAS BEEN ESTABLISHED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP OR LEGAL INTEREST SO THAT IT HAS CONTROL OVER ALL



## WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN.

9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.
10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. WITHIN 30 DAYS OF ISSUANCE OF THIS PERMIT, THE PERMITTEE OR AUTHORIZED AGENT SHALL NOTIFY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMMENCEMENT NOTICE OR EQUIVALENT) OF THE ACTUAL OR ANTICIPATED CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE.
13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/ CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.
15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY),

IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.

16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.
17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

## SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: BASIN: BASIN 1 - 18.50 FEET NGVD.  
BASIN: BASIN 2 - 16.00 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: BASIN: BASIN 1 - 17.00 FEET NGVD.  
BASIN: BASIN 2 - 14.50 FEET NGVD.
3. DISCHARGE FACILITIES:
  - BASIN: BASIN 1:
    - 1-1.35' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 17' NGVD.
    - 1-1.35' W X .25' H RECTANGULAR ORIFICE WITH INVERT AT ELEV. 15' NGVD.
    - 320 LF OF 2' DIA. RCP CULVERT.
    - RECEIVING BODY : BASIN 2
    - CONTROL ELEV : 15 FEET NGVD. /15 FEET NGVD DRY SEASON.
  - BASIN: BASIN 2:
    - 1-1.87' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 14.5' NGVD.
    - 1-100 DEG. V-NOTCH WITH INVERT AT ELEV. 12.5' NGVD.
    - 335 LF OF 2' DIA. RCP CULVERT.
    - RECEIVING BODY : HALFWAY CREEK VIA SPREADER SWALE
    - CONTROL ELEV : 12.5 FEET NGVD. /12.5 FEET NGVD DRY SEASON.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENT AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT

AN APPROVED MODIFICATION OF THIS PERMIT.

9. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF SAN MARINO PINES PROPERTY OWNERS ASSOCIATION, INC.. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
10. UPON SUBMITTAL OF AN APPLICATION FOR CONSTRUCTION APPROVAL, THE PERMITTEE SHALL STAKE AND ROPE THE WETLANDS AND ASSOCIATED UPLAND BUFFER ZONES, WITHIN THE PROPOSED PHASE CONSTRUCTION AREA(S). THE STAKING AND ROPING SHALL BE SUBJECT TO THE APPROVAL OF SFWMD ENVIRONMENTAL STAFF. THE PERMITTEE SHALL MODIFY THE STAKING AND ROPING IF SFWMD STAFF DETERMINES IT IS INSUFFICIENT. STAKING AND ROPING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.
11. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
12. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
13. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE MITIGATION WORK, INCLUDING THE MONITORING AND MAINTENANCE OF THE MITIGATION AREAS FOR THE DURATION OF THE PLAN. THE MITIGATION AREA(S) SHALL NOT BE TURNED OVER TO THE OPERATION ENTITY UNTIL THE MITIGATION WORK IS ACCOMPLISHED AS PERMITTED AND SFWMD STAFF HAS CONCURRED.
14. A WETLAND MONITORING PROGRAM SHALL BE IMPLEMENTED WITHIN THE PROTECTED WETLANDS AND UPLANDS AND DETENTION AREAS. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 8 AND 9 AND SHALL INCLUDE ANNUAL REPORTS SUBMITTED TO THE SFWMD FOR REVIEW. MONITORING SHALL CONTINUE FOR A PERIOD OF 5 YEARS.
15. A BASELINE WETLAND MONITORING REPORT SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 8 AND 9.
16. THE WETLAND CONSERVATION AREAS AND UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHOWN ON EXHIBIT(S) 8 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; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

17. WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHALL BE DEDICATED AS CONSERVATION AND COMMON AREAS IN THE DEED RESTRICTIONS/CONSERVATION EASEMENTS AS WELL AS ON THE PLAT IF THE PROJECT WILL BE PLATTED. RESTRICTIONS FOR USE OF THE CONSERVATION/Common AREAS SHALL STIPULATE:

THE WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES, AND/OR UPLAND PRESERVATION AREAS ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE CONSERVATION/Common AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF SAN MARINO PINES HOMEOWNERS ASSOCIATION, INC. AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE AS DOCUMENTED IN PERMIT FILE, WITH THE EXCEPTION OF PERMITTED RESTORATION ACTIVITIES. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION 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; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

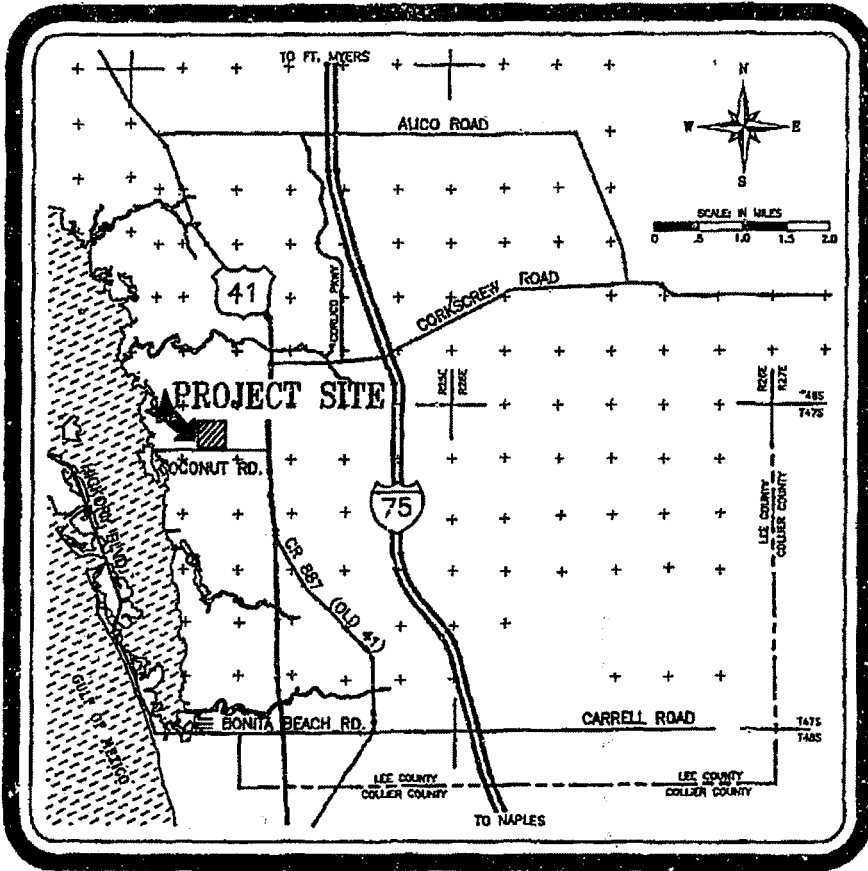
COPIES OF RECORDED DOCUMENTS SHALL BE SUBMITTED CONCURRENT WITH ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

18. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
JULY 12, 1997	RECORD CONSERVATION EASEMENT
JULY 15, 1997	INITIAL EXOTIC/NUISANCE VEGETATION REMOVAL
AUGUST 12, 1997	PROVIDE SFWMD 2 CERTIFIED COPIES OF RECORDED CONSERVATION EASEMENTS
SEPTEMBER 15, 1997	TIME ZERO MONITORING REPORT
SEPTEMBER 15, 1997	FOLLOW-UP EXOTIC/NUISANCE VEGETATION REMOVAL
MAY 15, 1998	ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE
SEPTEMBER 15, 1998	FIRST MONITORING REPORT
MAY 15, 1999	ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE
SEPTEMBER 15, 1999	SECOND MONITORING REPORT
MAY 15, 2000	ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE

SEPTEMBER 15, 2000 THIRD MONITORING REPORT  
MAY 15, 2001 ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE  
SEPTEMBER 15, 2001 FOURTH MONITORING REPORT  
MAY 15, 2002 ANNUAL EXOTIC/NUISANCE VEGETATION MAINTENANCE  
SEPTEMBER 15, 2002 FIFTH MONITORING REPORT

19. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 8 AND 9 FOR THE WETLAND AREAS, UPLAND PRESERVATION AREAS AND UPLAND BUFFER ZONES ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION (BRAZILIAN PEPPER, MELALEUCA, AND AUSTRALIAN PINE) AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.
20. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.
21. NO LATER THAN JULY 12, 1997, THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT(S) OVER THE REAL PROPERTY DESIGNATED AS WETLAND PRESERVE, UPLAND PRESERVE AND REQUIRED UPLAND BUFFER ON ATTACHED EXHIBIT 8. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE DISTRICT USING THE APPROVED FORM ATTACHED HERETO AS EXHIBIT 10. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT. UPON RECORDATION, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED. THE CONSERVATION EASEMENT SHALL INCLUDE A SITE MAP OF THE CONSERVATION EASEMENT, LEGAL DESCRIPTION OF CONSERVATION AREA AND SURVEY BY PROFESSIONAL LAND SURVEYOR.



### PROJECT LOCATION MAP

ADDL/REVISED SUBMITTAL  
**FEB 10 1997**  
 FORT MYERS SERVICE CENTER

Fort Myers Service Center  
**960312-2**  
 Application Number

PREPARED BY :



**HOLE, MONTES & ASSOCIATES, INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 NAPLES - FORT MYERS - BONITA SPRINGS

6202-F PRESIDENTIAL COURT, FORT MYERS, FLORIDA 33919  
 (813) 481-7874  
 (813) 481-1015 FAX

HMA JOB NUMBER - 95.80-B

## EXHIBIT 1







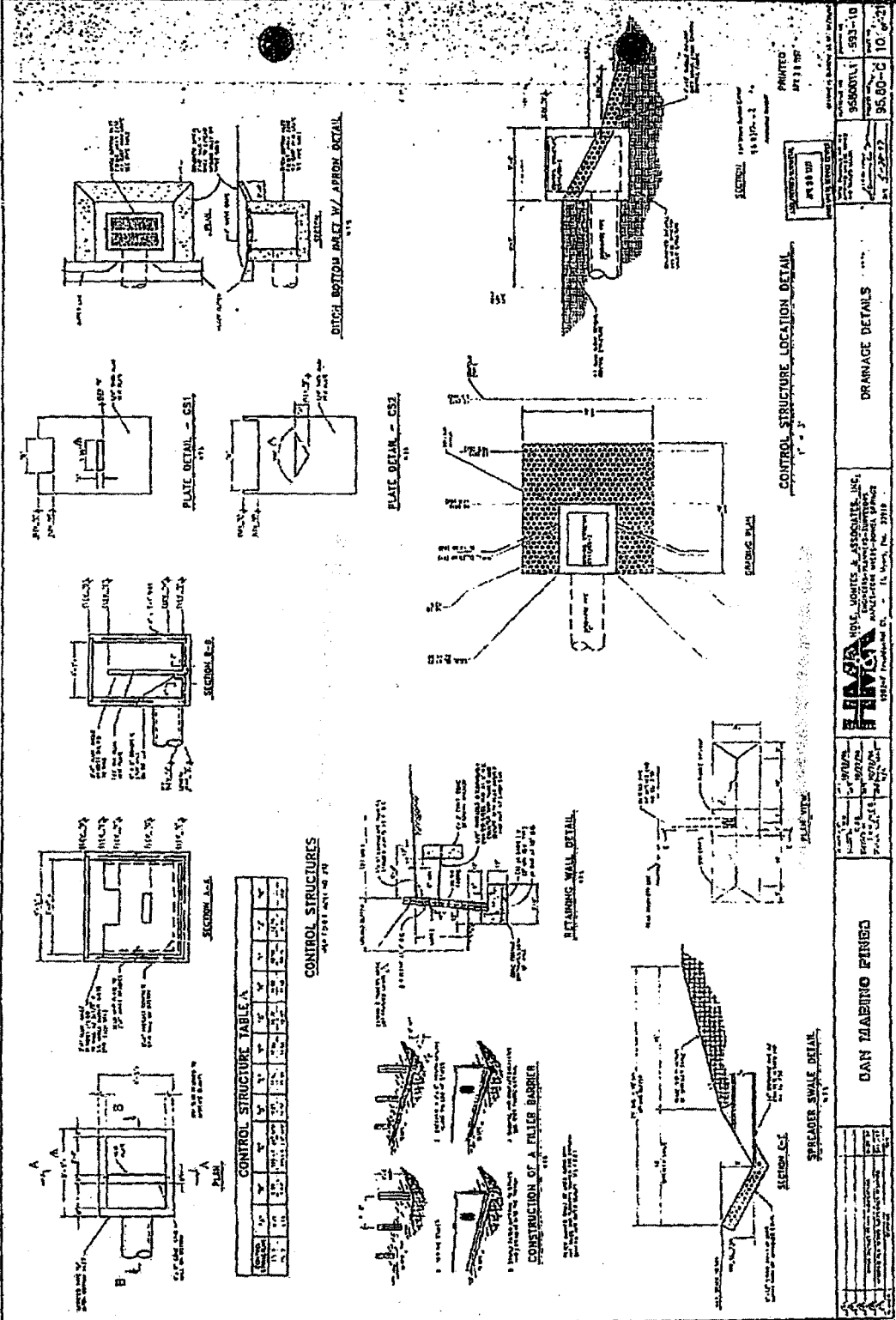


EXHIBIT 4

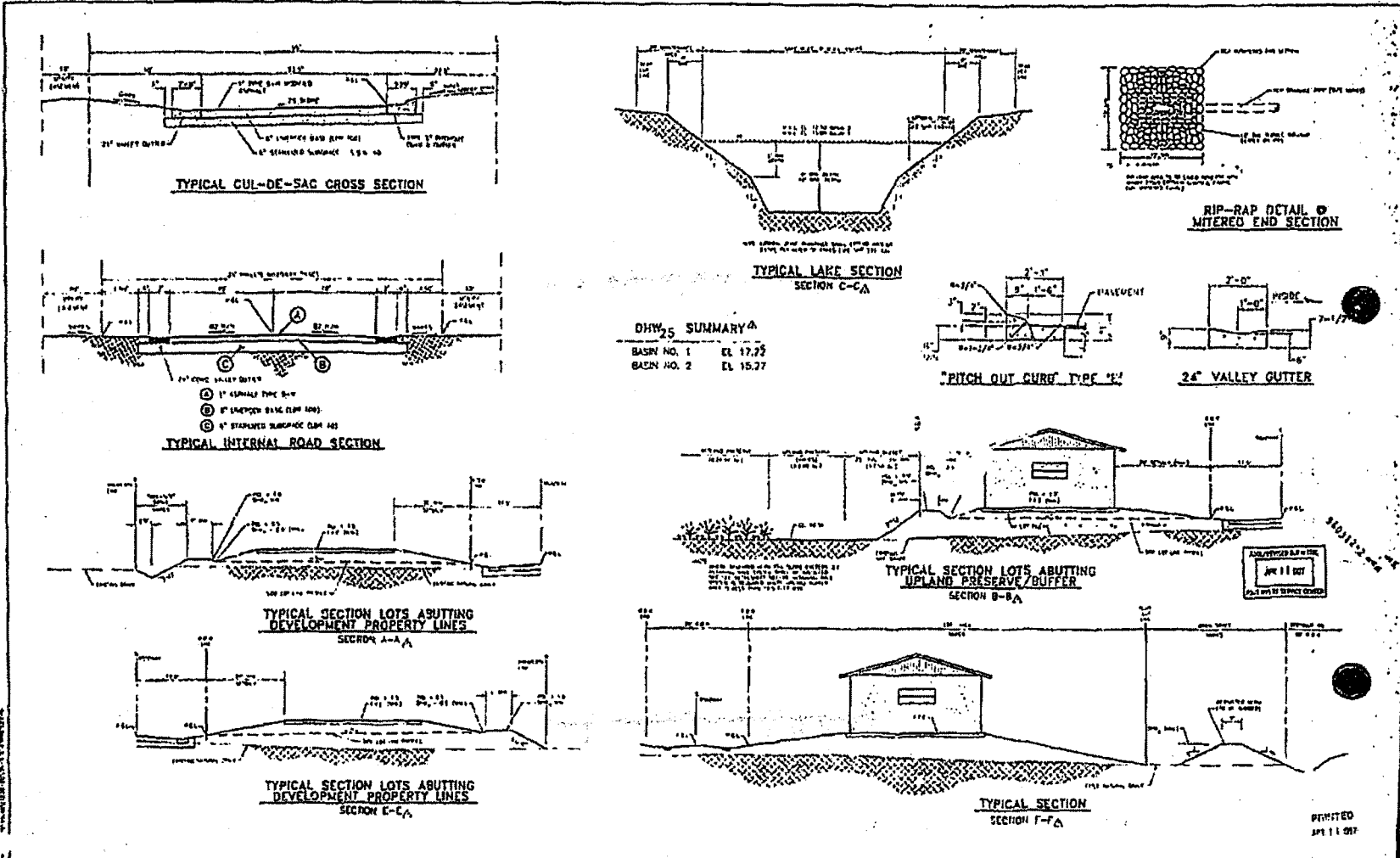


EXHIBIT 5

<p><b>SAN MARINO PINES</b></p>		<p><b>LMA</b> MOLE MONTES &amp; ASSOCIATES, INC. ENGINEERS-PLANNERS-SURVEYORS MAPLEWOOD WOODS DRIVE, SPRINGFIELD, IL 62781 618-217-7700</p>		<p><b>PAVING AND DRAINAGE DETAILS</b></p>		<p>DATE: APR 11 2011 PROJECT NO: 9580DL2 SHEET NO: 593-11 DATE: APR 11 2011 PROJECT NO: 95.80-C SHEET NO: 11 OF 21</p>	
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**BASIN 1 STRUCTURE TABLE A**

UPSTREAM STRUCTURE		DOWNSTREAM STRUCTURE		PIPE	
NO.	TYPE	NO.	TYPE	SIZE	LENGTH
1	18" DIA. 10' LONG	1	18" DIA. 10' LONG	18"	10'
2	18" DIA. 10' LONG	2	18" DIA. 10' LONG	18"	10'
3	18" DIA. 10' LONG	3	18" DIA. 10' LONG	18"	10'
4	18" DIA. 10' LONG	4	18" DIA. 10' LONG	18"	10'
5	18" DIA. 10' LONG	5	18" DIA. 10' LONG	18"	10'
6	18" DIA. 10' LONG	6	18" DIA. 10' LONG	18"	10'
7	18" DIA. 10' LONG	7	18" DIA. 10' LONG	18"	10'
8	18" DIA. 10' LONG	8	18" DIA. 10' LONG	18"	10'
9	18" DIA. 10' LONG	9	18" DIA. 10' LONG	18"	10'
10	18" DIA. 10' LONG	10	18" DIA. 10' LONG	18"	10'

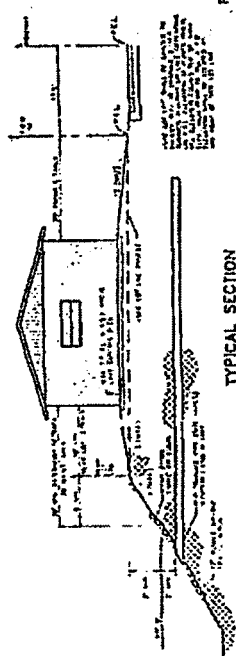
**BASIN 2 STRUCTURE TABLE A**

UPSTREAM STRUCTURE		DOWNSTREAM STRUCTURE		PIPE	
NO.	TYPE	NO.	TYPE	SIZE	LENGTH
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2	18" DIA. 10' LONG	2	18" DIA. 10' LONG	18"	10'
3	18" DIA. 10' LONG	3	18" DIA. 10' LONG	18"	10'
4	18" DIA. 10' LONG	4	18" DIA. 10' LONG	18"	10'
5	18" DIA. 10' LONG	5	18" DIA. 10' LONG	18"	10'
6	18" DIA. 10' LONG	6	18" DIA. 10' LONG	18"	10'
7	18" DIA. 10' LONG	7	18" DIA. 10' LONG	18"	10'
8	18" DIA. 10' LONG	8	18" DIA. 10' LONG	18"	10'
9	18" DIA. 10' LONG	9	18" DIA. 10' LONG	18"	10'
10	18" DIA. 10' LONG	10	18" DIA. 10' LONG	18"	10'

**PLANNING CONSIDERATIONS FOR LITTORAL ZONE, A**

1. THE LITTORAL ZONE MANAGEMENT PLAN SHALL BE PREPARED IN CONSULTATION WITH THE LOCAL FEDERAL AGENCIES AND SHALL BE A PART OF THE LITTORAL ZONE MANAGEMENT PLAN.
2. THE LITTORAL ZONE SHALL BE MAINTAINED FOR USE AS A NATURAL AREA AND SHALL BE SUBJECT TO THE SAME REGULATIONS AS APPLICABLE TO SUCH AREAS.
3. THE LITTORAL ZONE SHALL BE MAINTAINED FOR USE AS A NATURAL AREA AND SHALL BE SUBJECT TO THE SAME REGULATIONS AS APPLICABLE TO SUCH AREAS.
4. THE LITTORAL ZONE SHALL BE MAINTAINED FOR USE AS A NATURAL AREA AND SHALL BE SUBJECT TO THE SAME REGULATIONS AS APPLICABLE TO SUCH AREAS.
5. THE LITTORAL ZONE SHALL BE MAINTAINED FOR USE AS A NATURAL AREA AND SHALL BE SUBJECT TO THE SAME REGULATIONS AS APPLICABLE TO SUCH AREAS.
6. THE LITTORAL ZONE SHALL BE MAINTAINED FOR USE AS A NATURAL AREA AND SHALL BE SUBJECT TO THE SAME REGULATIONS AS APPLICABLE TO SUCH AREAS.

1. PLANNING CONSIDERATIONS  
 2. THE LITTORAL ZONE SHALL BE MAINTAINED FOR USE AS A NATURAL AREA AND SHALL BE SUBJECT TO THE SAME REGULATIONS AS APPLICABLE TO SUCH AREAS.

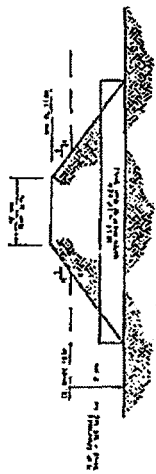


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 For Plans Number 9580-C-12  
 958000TL3  
 9580-C-12 of 21

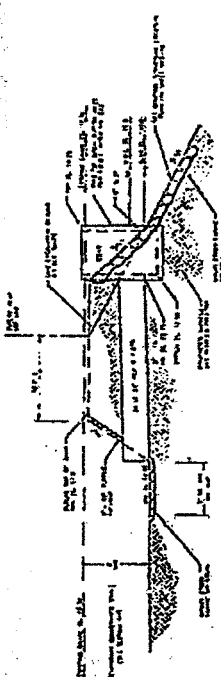
**MISCELLANEOUS SITE & DRAINAGE DETAILS**

**HANCOCK**  
 HOLE, SORRIS & ASSOCIATES, INC.  
 REGISTERED PROFESSIONAL ENGINEERS  
 1982-F Professional Co. - P. No. 13119

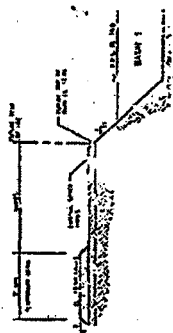
**GAN BEARING FINISH**



TEMPORARY BERM / SWALE INTERSECTION  
SECTION 1-4



CONTROL STRUCTURE GS-1 SECTION  
SECTION 1-5 A



TEMPORARY BERM  
SECTION 1-4 B



TEMPORARY CONVEYANCE SWALE TYPICAL SECTION  
SECTION 1-4

PRINTED 11/03/12 14:03:12 14:03:12 14:03:12	PHASE I PAVING, GRADING AND DRAINAGE DETAILS	9580DIP1 593-13
		9580-C 13 21
SAN MARINO PINES		
LUNA ENGINEERING & ASSOCIATES, INC. 10000 Wilshire Blvd., Suite 1000 Beverly Hills, CA 90210 TEL: 310.274.1111 FAX: 310.274.1112 WWW.LUNAE.COM		

EXHIBIT 7





## Southern Biomes, EIS



Environmental Information Services

5226 Coronado Pkwy, Suite A, - mail to: P. O. Box 537 Cape Coral, Fl. 33910

Ph. (941) 549-5420

Geza Wass de Czege, President

FAX (941) 549-7440

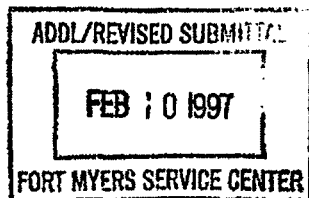
EIS Report for Pelican Creek 115.9 acre PUD In Sec. 8, T47S, R25E, Coconut Road, Lee County, Florida  
AKA - San Marino Pines SFWMD MSSW Permit Appl. No. 960312-2 Revised: Feb. 6, 1997

### 29.15 Acre WMD Upland/Wetland Preserve Maintenance Guidelines:

As per Lee County requirements, all the melaleuca and Brazilian pepper will be eradicated from the preserve area prior to issuance of a certificate of completion by Lee County. The following methodology will be used:

1. Conduct a baseline survey of vegetative representation and percent of exotic species invasion along transect lines.
2. Manually or mechanically cut, remove, or eradicate all exotic vegetation, including, but not limited to: Brazilian pepper, ear-leaf acacia, Chinese climbing fern, downy-rose myrtle, Australian pine, and melaleuca. Treat stumps with a recommended herbicide within 15 minutes after cutting.
3. Large trees which could damage native species (i.e.: slash pine, cypress, cabbage palm, wax myrtle, swamp bay, dahoon holly), if removed, are to be herbicide injected, and left standing.
4. Maintain a semi-annual exotic control the first year, and an annual control thereafter, in perpetuity, to treat the exotic vegetation resprouting with an approved herbicide, and manually remove any seedlings. Conduct activities during the winter and spring dry season.
5. Provide the WMD with an annual monitoring report, for 5 years, including a qualitative narrative describing the vegetative changes and wildlife activities within the mitigation area. Include the following:
  - a. Five (5) 'fixed point station' panoramic photograph analyses.
  - b. Narrative report of exotics re-invasion, and removal success.
  - c. Revegetation success data from five (5) north-south transect surveys, including quantitative data, natural recruitment success, exotic invasion, general condition, and recommendations.
  - d. Narrative report of typical and unique wildlife utilization.
6. Mitigation success criteria are as follows:
  - a. The area is maintained free of exotics plants (melaleuca, Brazilian pepper, & Australian pine), and the number of exotic plants eradicated each year has been greatly reduced.
  - b. There is a continual increase in indigenous wetland species composition within the exotic removal areas, throughout the five year monitoring period.

## EXHIBIT 9



Fort Myers Service Center

960312-2

- 9 -

Application Number

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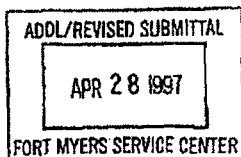
LMA FORT MYERS

001

9419471102 ATTORNEY JOHN SPEAR

167 P02 FEB 13 '97 17:36

DRAFT



Prepared by:  
 John D. Spear, Esquire  
 Law Offices of John D. Spear  
 9200 Bonita Branch Road, Suite 204  
 Bonita Springs, Florida 34135-4278

*John D. Spear*  
 4/28/97

## DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by THE MALPELI FAMILY LIMITED PARTNERSHIP, a Michigan limited partnership, c/o James Yorkum, Jr., 40500 Grand River Avenue, Suite 17, Novi, Michigan 48375 ("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

## WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Lee County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct Pelican Creek ("Project") at a site in Lee County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. \_\_\_\_\_ ("Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve and/or mitigate wetlands under the District's jurisdiction; and

WHEREAS, the Grantor has developed and proposed as part of the permit conditions a conservation tract and maintenance buffer involving preservation of certain wetland and/or upland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.09, Florida Statutes (1995), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement

Page 1 of 4  
 EXHIBIT 10



APR 28 1997  
 FORT MYERS SERVICE CENTER

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for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

To enter upon time Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a District approved maintenance plan;

Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to effect the surface;

Surface use except for purposes that permit the land or water area to remain in its natural condition;

Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

Acts or uses detrimental to such aforementioned retention of land or water areas;

Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District Rule, criteria, permit and the intent and purposes of this Conservation Easement. Passive recreational activities which are not contrary to the purpose of this conservation easement may be permitted upon written approval by the District. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks, or mulched walking trails. Grantor shall submit plans for the construction of proposed facilities to the District for approval prior to construction. Grantor shall minimize and avoid, to the fullest extent

Page 2 of 4  
 EXHIBIT 10

DRAFT

possible, impact to any wetland or upland buffer areas within the Conservation Easement Area. Any such work shall be subject to all applicable federal, state or local permitting requirements.

No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of this conservation easement is preserved.

All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

The terms, conditions, restrictions and purpose of this conservation easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this conservation easement.

This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lee County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this \_\_\_\_ day of \_\_\_\_\_, 1997.

ADDL/REVISED SUBMITAL  
APR 28 1997  
FORT MYERS SERVICE CENTER

Page 3 of 4  
EXHIBIT 10

DRAFT

Signed, sealed and delivered  
in our presence as witnesses:

The Malpeli Family Limited Partnership,  
a Michigan limited partnership

Print Name:

By: \_\_\_\_\_  
John C. Malpeli, Jr., its general partner

Print Name:

STATE OF FLORIDA

)ss:

COUNTY OF LEE

Before me personally appeared John C. Malpeli, Jr., as general partner of The Malpeli Family Limited Partnership, a Michigan limited partnership, to me well known or has produced \_\_\_\_\_ as identification and known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that John C. Malpeli, Jr., executed said instrument in the capacity and for the purpose therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

NOTARY PUBLIC, STATE OF FLORIDA, COUNTY OF LEE

Print Name:

My Commission Expires:

ADDL/REVISED SUBMITTAI  
APR 28 1997  
FORT MYERS SERVICE CENTER

Page 4 of 4  
EXHIBIT 10

STAFF REPORT DISTRIBUTION LISTPROJECT: SAN MARINO PINES(F/K/A PELICAN CREEK)APPLICATION NUMBER: 960312-2INTERNAL DISTRIBUTION

Reviewer:

X Deborah B. Marzella  
 X Douglas H. Swank  
 X Karen M. Johnson  
 X Richard H. Thompson, P.E.  
 X J. Golden - REG  
 X E. Hopkins - UDP  
 X R. Robbins - NRM  
 X Service Center Director - FTM  
 X A. Waterhouse - REG  
 X Enforcement  
 X Environmental PPC Reviewer  
 X Field Engineering  
 X Office of Counsel

GOVERNING BOARD MEMBERS

Mr. Mitchell W. Berger  
 Ms. Vera Carter  
 Mr. William Graham  
 Mr. William Hammond  
 Mr. Richard Machek  
 Mr. Michael Minton  
 Mr. Eugene K. Pettis  
 Ms. Miriam Singer  
 Mr. Frank Williamson, Jr.

DEPT. OF ENVIRONMENTAL PROTECTION

X Ft. Myers

EXTERNAL DISTRIBUTION

X Applicant:

JOHN C MALPELI JR

X Applicant's Consultant:

HOLE MONTES & ASSOCIATES INC

X Engineer, County of:

LEE

Engineer, City of:

Local Drainage District:

COUNTY

X Lee           -Dept of Environmental  
                   Protection  
                   -Development & Review  
                   -Mosquito Control

BUILDING AND ZONINGOTHER

X Brian Kenedy  
 X Clara Anne Graham-Elliott  
 X Div of Recreation and Park - District 8  
 X F.G.F.W.F.C.  
 X Florida Audubon - Charles Lee  
 X S.W.F.R.P.C. - Glenn Heath

EXHIBIT 11

STAFF REPORT ROUTE SHEET



APPLICATION NO. 960312-2

PROJECT NAME: SAN MARINO PINES(F/K/A PELICAN CREEK)

SCHEDULED FOR 12-JUN-97 GOVERNING BOARD

	<u>Name</u>	<u>Due Date</u>	<u>Date Signed</u>
ENGINEERING EVAL.	Douglas H. Swank <i>DS</i>	11-APR-97	29-APR-97
ENVIRONMENTAL EVAL.	Deborah B. Marzella <i>DBM</i>	11-APR-97	28-APR-97
SUPERVISOR SWM	Richard H. Thompson, P.E. <i>RHT</i>	18-APR-97	5-5-97
SUPERVISOR NRM	Karen M. Johnson <i>KMJ</i>	18-APR-97	5-5-97
AREA MGR.	Benjamin C. Pratt, P.E. <i>B</i>	18-APR-97	5-5-97
DIV. DIR., NRM	Robert G. Robbins <i>5/7/97</i>		
DIV. DIR., SWM	Anthony M. Waterhouse <i>5/19/97</i>		

RESOURCE CODES

- WETLAND, FORESTED/FRESHWATER MARSH
- WETLAND PROTECTED OUTSIDE CONSTRUCTION
- WETLAND MAINTENANCE/MONITORING
- WETLAND, FRESHWATER MARSH
- TRANSITIONAL WETLAND
- CONSERVATION EASEMENT